

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT is executed as of ("Effective Date") 04/08/2016 by and between Community Restoration Group, LLC (Seller") and Equity Trust Custodian IRA FBO Kelly Frizell ("Buyer")

1. PROPERTY. Seller, in consideration of Purchase Price (defined below) hereby agrees to sell, transfer and convey, and Buyer hereby agrees to purchase, the Property commonly known as **2108 W 40th Pl. Cleveland, Ohio 44113** ("Property"), subject to the encumbrances and exceptions contained in this Agreement. The legal description of the Property is set forth as APN #**007-06-099**.

2. **Purchase Price.**

The total purchase price;	\$ <u>\$40,000</u>
a. Escrow Deposit to be paid to Escrow Agent [defined in Section 8(a)] on the execution of this Agreement ("Deposit")	\$ <u>1,000.00</u>
b. Balance Due at Closing	\$ <u>\$39,000</u>
c. TOTAL	\$ <u>\$40,000</u>

3. FINANCING. The transaction that is the subject of this Agreement (check one)
 is a Cash transaction
 is is not, contingent on Buyer obtaining financing for the purchase of the Property. If the transaction is contingent on financing, the type of financing shall be the following (check one):
 Conventional,
 FHA
 VA

If this transaction is contingent on financing, Buyer shall apply for a loan in the amount of _____(\$) with a term of _____ years, at prevailing rates, terms, and conditions. Buyer shall complete and submit to a mortgage lender, of Buyer's choice, an application for a mortgage loan containing the terms set forth in this Section 3 within five (5) calendar days of the Effective Date, and shall use diligent efforts to obtain a mortgage loan commitment by _____(date). If in spite Buyer's diligent efforts, Buyer cannot obtain a mortgage loan commitment by the specified date, then either Buyer or Seller may terminate this Agreement by giving written notice to the other party. Buyer's notice must include a copy of the loan application, proof of the application date, and a copy of the denial letter from the prospective lender. In the event of a proper termination of this Agreement under this Section 3, the Deposit shall be returned to Buyer. Buyer agrees to cooperate and comply with all requests for documents and information

from Buyer's chosen lender during the loan application process. Failure of Buyer to comply with such requests from the lender that results in the denial of the mortgage loan will be a breach of this Agreement and Seller shall be entitled to retain the Deposit.

- (a) Any change of the terms of Buyer's financing, including but not limited to any change in Buyer's lender, after negotiations have been completed may, at Seller's discretion, require renegotiation of all terms of this Agreement. Seller shall have the right to terminate this Agreement in the event there is a change in Buyer's financing or choice of lender.
- (b) Buyer shall ensure that the lender selected by Buyer to finance the sale shall deposit the funds necessary to close with the Escrow Agent as of the Closing Date. Buyer shall further ensure that the selected lender shall provide all lender-prepared closing documentation to Escrow Agent no later than 48 hours prior to the Closing Date. Any delays in closing as a result of Buyer's selected lender shall be the responsibility of Buyer.

4. TITLE AND CLOSING SERVICES.

- (a) Buyer will obtain title and escrow services from (check one):

 X Resource Title Agency, Inc. If buyer selects this option, Buyer and seller Seller shall pay normal their normal closing costs as for the state of Ohio.

 Other escrow closing and title provider. If Purchaser selects this option, Purchaser shall bear the expense for all the title insurance costs associated with the transaction, regardless of local custom, requirement, or practice.

For the purposes of this Agreement, the provider selected above is defined as "Escrow Agent."

- (b) Within fourteen (14) calendar days from the Effective Date of this Agreement, Buyer shall, at Buyer's expense, have the right to obtain a title commitment and review same. Buyer shall bear the cost of any owner's or lender's title insurance policy.

5. PERSONAL PROPERTY AND FIXTURES. Items of personal property, including but not limited to window coverings, appliances, manufactured homes, mobile homes, vehicles, spas, antennas, satellite dishes, and garage and door openers, now or hereafter located on the Property, are not included in this sale or the Purchase Price unless specifically described and reference at the end of this Section 4. Seller makes no representation or warranty as to the condition of personal property, title to personal property or whether any personal property is encumbered by liens. Any personal property at or on the Property may be

subject to claims by third parties and, therefore, may be removed from the Property prior to or at the closing. Buyer agrees that Seller shall have no liability for any claim or losses that Buyer or Buyer's successors and/or assigns may incur as a result of any condition or other defect which may now or hereafter exist with respect to such personal property. Any items of personal property remaining after the sale of the Property are deemed to add no value to the transaction and are not part of the actual transaction, and are given to Buyer in as-is condition with no seller representation or warranty regarding condition or ownership. No bill of sale will be provided for such items.

6. DATE OF CLOSING; CONDITION OF PROPERTY.

- a. The closing of this transaction shall occur on or before 05/09/2016 ("Closing Date"). Buyer hereby agrees at the date of closing Buyer shall accept the Property in its "As Is, Where Is" condition, notwithstanding the existence of any defects known or unknown, latent or otherwise.
- b. Seller will convey title by a General Warranty Deed, free and clear of all liens and encumbrances whatsoever, except restrictions, reservations, easements, and conditions of record, zoning ordinances, if any, and taxes and assessments, both general and special, for the current half of the taxable year and thereafter. Buyer agrees to defend, release and hold harmless Seller and Seller's officers, directors, employees, agents, successors, and assigns from all claims, losses, causes of actions, lawsuits, damages, judgments, injury, third party claims, and other liability of any nature arising out of or related to the condition of the Property.
- c. Time is of the essence of this Agreement. Buyer agrees to make every effort to meet the Closing Date. In the event the closing extends beyond the date set forth above through no fault of Seller, Buyer hereby agrees to pay Seller the sum of \$100.00 (One Hundred Dollars) for each day the closing is delayed beyond the date set forth above; this sum shall be in addition to any rent that may be due under the terms of a temporary residential lease agreement. Any and all extensions of the agreed upon Closing Date set forth above must be in writing and pre-approved by the Seller. Notwithstanding anything to the contrary stated herein, it is understood and agreed that Seller shall retain the right to cancel this Agreement and pursue the remedies contained set forth in this Agreement if Buyer fails to meet the stated Closing Date. The sale may not close in escrow without the prior written consent of Seller.
- d. Buyer is responsible for the installation of new locks on the property immediately after the closing and Buyer shall hold Seller and Seller's representatives harmless from and indemnify Seller and Seller's representatives against any and all damages, claims, liens, losses, liabilities, costs, injuries, attorney's fees and expenses of every kind and nature that may be made against Seller as a result of Buyer's failure to install new locks on the Property at Closing.

7. NO REPRESENTATIONS BY SELLER.

Buyer acknowledges that Seller acquired the Property either as a result of a probate, sheriff's deed or property tax lien foreclosure action (or such similar action). Accordingly, Buyer acknowledges and agrees that Seller, its agents, employees and representatives have not made any representations or warranties, expressed or implied relating in any manner whatsoever with respect to the condition of the Property. Buyer further acknowledges and agrees that Buyer has not and is not relying on any statements or representations, whether oral or written, made by Seller or Seller's agents as to the condition of the Property and/or to any improvements thereon, including, but not limited to, any and all issues arising out of or related to (I) the condition, structural soundness, functionality or operability of any heating and/or air conditioning systems, sewage systems, roof, foundations, termite, soils, septic, lot size, appliances, plumbing systems, electrical systems or other utilities; (II) the suitability of the Property and/or its improvements for a particular purpose; and/or that the improvements are structurally sound and/or in compliance with all applicable federal, state and local laws, rules and regulations. Buyer hereby acknowledges that Seller shall not be providing Buyer with a Residential Property Disclosure Statement and/or a Certificate of Occupancy with respect to the Property. Buyer hereby waives any requirement that Seller furnish Buyer with any such Disclosure Form and/or a Certificate of Occupancy and hereby releases Seller from any and all liability resulting from the non-delivery of such Disclosure Form and/or a Certificate of Occupancy.

8. INSPECTION CONTINGENCY.

- a. Buyer, or a licensed home inspector engaged by Buyer may conduct a home inspection, at Buyer's expense, on or before seven (7) calendar days after the Effective Date. Buyer shall also have the right to conduct a pest inspection by a licensed pest control company, showing the Property to be free of all infestation and damage caused by wood-destroying organisms. If the estimated cost of treatment or repair resulting from the inspections is equal to ten (10%) percent or greater of the Total Purchase Price, Seller shall have the option to terminate this Agreement and return the Deposit to Buyer. If Buyer fails to inspect within seven (7) calendar days after the Effective Date, Buyer hereby acknowledges and agrees that the Deposit shall become non-refundable. It is further agreed and understood that in the event the Property must be de-winterized in order to inspect, Buyer, at its own expense, must re-winterize the Property upon completion of inspections. Should any freeze damage occur during this time, Buyer will be held fully responsible for the cost to repair. If Buyer does not re-winterize the Property and fails to close on the purchase, the Seller shall be entitled to retain \$300 from Buyer's Earnest Money to cover Seller's cost to re-winterize the Property. In no event shall any inspections be made by any building or zoning inspector or government employee without the prior written consent of Seller.

- b. If Buyer fails to inspect the Property, such failure shall not under any circumstances alter, change or impair the understanding and agreement made between Seller and Buyer as set forth herein. Failure to inspect within the seven (7) calendar period allowed will result in the Deposit being rendered non-refundable.
 - d. Should any lender, insuring entity or agency require that certain repairs be made to the Property or that any other conditions be met, Seller shall have the sole and exclusive right to either (i) comply with such requirements; or (ii) terminate the Contract. In the event Seller terminates the Contract, Seller shall promptly refund the Buyer's Deposit and Seller shall have no further obligations to the Buyer whatsoever and the Contract shall be deemed null and void and of no further force or effect.
 - e. In addition, in the event any FHA Conditional Commitment or VA Certificate of Reasonable Value vary from the agreed upon purchase price of the Property, then Seller, at its sole option, may terminate the Contract at which time Seller shall promptly refund the Buyer's earnest money and Seller shall have no further obligations to the Buyer whatsoever and the Contract shall be deemed null and void and of no further force or effect.
9. CLOSING COSTS AND PRORATED ITEMS. Subject to the provisions of section 3(a), Buyer will pay all closing costs, known and unknown, including but not limited to the following: recording fees, lender fees (including loan discount, loan origination fees, document preparation fees, loan insurance premium, funding fees, credit reports), title insurance policy, appraisals and surveys, transfer and conveyance fees, current assessments, courier and delivery fees, home inspection and wood destroying organism inspection. Real estate taxes and assessments to be pro-rated on an accrual basis based on the latest available tax bill giving effect to applicable exemptions, recently voted millage, change in valuation and other factors affected the real estate taxes.
10. DEFAULT.
- a. If Seller fails to perform under the terms of this Agreement, Buyer shall be entitled to terminate this Agreement and receive the return of the Deposit as Buyer's sole and exclusive remedy. If Buyer fails to perform for any reason, all lender's fees, attorney's fees and closing costs incurred, whether the responsibility of Buyer or Seller, will be paid by Buyer, and Seller will be entitled to the Deposit as liquidated damages for, among other things, the additional cost of carrying the Property and lost marketing time which the parties acknowledge and agree are difficult to calculate. The parties further specifically acknowledge and agree that such liquidated damages shall not be construed or deemed to constitute a penalty and the right given to Seller to retain the Deposit shall not constitute Seller's sole and

exclusive remedy. In the event that litigation or mediation is required with respect to enforcing or interpreting this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs.

- b. For purposes of this paragraph, if this transaction is designated by Buyer as a cash transaction in Section 3 above, it is expressly understood that Seller will be materially relying on such representation. As such, if Buyer subsequently elects to purchase the Property via third-party financing rather than cash as previously agreed, then Buyer's failure to close a cash transaction shall constitute a default by Buyer thereby entitling Seller to the liquidated damages referenced above.
11. **INDEMNIFICATION.** Buyer agrees to indemnify, defend and hold harmless Seller, its affiliates, parent, tenants, agents, employees and contractors, from and against any and all liabilities, obligations, damages, penalties, claims, actions, costs, charges and expenses, (including reasonable attorneys' fees) which may be imposed upon, incurred by or asserted against Seller, its affiliates, parent, tenants, agents, employees and contractors arising out of or related to any and all inspections made by Buyer, its agents, contractors or employees including, but not limited to, (i) any and all property damage to the Property or to any adjoining property; and (ii) any and all personal injuries to Buyer or any other person(s).
12. **REAL ESTATE BROKER COMMISSIONS.** The total real estate broker commission payable by Seller pursuant to this sale, if applicable, shall be based upon the net purchase price (i.e. net of any and all Seller concessions) and consistent with the separate Listing Agreement with the real estate broker. Escrow Agent is authorized and directed to pay such commission from the sale proceeds at closing pursuant to the terms of the Closing Instructions {or similar form) to be provided by Seller. In no event shall any real estate broker commissions be deemed earned and payable until the closing of the purchase and sale is consummated; title passes to Buyer; and Seller receives proceeds of the sale.
13. **WAIVERS.** As a material consideration to Seller entering into this Agreement with Buyer, Buyer expressly waives (i) the remedy of specific performance on account of Seller's default under this Agreement; (ii) any right otherwise to record or file a *lis pendens* or a notice of pendency of action or similar notice against all or any portion of the Property; (iii) the right to invoke any other equitable remedy that may be available that, if invoked, would prevent Seller from conveying the Property to a third party purchaser; (iv) any claims or losses relating to Environmental Conditions (as defined below) affecting the property; (v) any claim arising from encroachments, easements, shortages in area or any other matter which would be disclosed or revealed by a survey or inspection of the Property or search of the public records. In the event that Buyer breaches any of the warranties described or contemplated under this paragraph and a court finds that such action is without merit, Buyer shall pay all reasonable attorney's fees and costs incurred by Seller in defending such action.

14. ENVIRONMENTAL CONDITIONS. Mold, mildew, spores and/or other microscopic organisms and/or allergens (collectively referred to in this Agreement as "Mold") are environmental conditions that are common in residential properties and may affect the Property. Mold, in some forms, has been reported to be toxic and to cause serious physical injuries, including, but not limited to, respiratory reactions or other problems, particularly in persons with immune system problems, young children and/or elderly persons. Mold has also been reported to cause extensive damage to personal and Property. Mold may have been removed or covered in the course of cleaning or repairing the Property. The Buyer acknowledges that, if Seller, or any of Seller's employees, contractors, or agents cleaned or repaired the Property or remediated Mold contamination, Seller does not in any way warrant the cleaning, repairs or remediation. Buyer accepts full responsibility for all hazards that may result from the presence of Mold in or around the Property. Buyer is satisfied with the condition of the Property notwithstanding the past or present existence of Mold in or around the Property and Buyer has not, in any way, relied upon any representation of Seller, Seller's employees, officers, directors, contractors, or agents concerning the past or present existence of Mold in or around the Property.

15. CITY INSPECTION ISSUES. Buyer agrees to be responsible for any remedial issues required in any applicable municipal code or in the inspection report (if applicable per the municipality in which the property is located), and hereby holds Seller and Seller's agent harmless for any omissions or subsequent conditions/changes in requirements for physical condition of the property. Buyer agrees to sign any Seller city- required documents regarding responsibility for remedial issues. In the event that as a result of a "point of sale" inspection, the local municipality declines to permit the closing of the transaction contemplated herein because of Buyer's failure to comply with this Section 15, Seller may elect to terminate this Agreement by written notice to Buyer, and the Deposit shall be nonrefundable and shall be paid to Seller.

16. MISCELLANEOUS
 - a. Assignability. Buyer may not assign or transfer this Agreement without prior written consent of Seller, in Seller's sole discretion. Any such attempted assignment without prior written consent of Seller shall be void and without effect.

 - b. Performance. The acceptance of a deed by Buyer shall be deemed to be a full performance and discharge of this Contract in its entirety.

 - c. Severability; Governing Law. If any term or condition of this Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such term or condition to any other persons or circumstances shall not be affected thereby and shall be enforced to the fullest extent permitted by law. This Agreement shall be construed according to the law of the State of Ohio.

17. NOTICES. Any notices required to be issued pursuant to this Agreement shall be sent to the addresses of the parties set forth below their signatures, by hand delivery, recognized overnight carrier, or by certified mail, return receipt required.

18. ADDITIONAL PROVISIONS.

Seller: Community Restoration Group, LLC

Signatures:  Community Restoration Group (Apr 11, 2016) it's managing member.

Printed

Buyer(s): Equity Trust Custodian IRA FBO Kelly Frizell

Signatures: 

dotloop verified 04/11/16 1:27PM EDT UQWB-JJVD-XWAC-EB3W
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Date: 04/08/2016



STATE OF OHIO
DEPARTMENT OF COMMERCE

2013

RESIDENTIAL PROPERTY DISCLOSURE FORM

Purpose of Disclosure Form: This is a statement of certain conditions and information concerning the property actually known by the owner. An owner may or may not have lived at the property and unless the potential purchaser is informed in writing, the owner has no more information about the property than could be obtained by a careful inspection of the property by a potential purchaser. Unless the potential purchaser is otherwise informed, the owner has not conducted any inspection of generally inaccessible areas of the property. This form is required by Ohio Revised Code Section 5302.30.

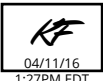
THIS FORM IS NOT A WARRANTY OF ANY KIND BY THE OWNER OR BY ANY AGENT OR SUBAGENT REPRESENTING THE OWNER. THIS FORM IS NOT A SUBSTITUTE FOR ANY INSPECTIONS. **POTENTIAL PURCHASERS ARE ENCOURAGED TO OBTAIN THEIR OWN PROFESSIONAL INSPECTION(S).**

Owner's Statement: The statements contained in this form are made by the owner and are not the statements of the owner's agent or subagent. The statements contained in this form are provided by the owner only to potential purchasers in a transfer made by the owner. The statements are not for purchasers in any subsequent transfers. The information contained in this disclosure form does not limit the obligation of the owner to disclose an item of information that is required by any other statute or law to be disclosed in the transfer of residential real estate.

OWNER INSTRUCTIONS

Instructions to Owner: (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is needed. (4) Complete this form yourself. (5) If some items do not apply to your property, write NA (not applicable). If the item to be disclosed is not within your actual knowledge, indicate Unknown.

Owner's Initials CRG Date _____
Owner's Initials _____ Date _____

Purchaser's Initials  Date _____
Purchaser's Initials 04/11/16 1:27PM EDT Date _____



STATE OF OHIO DEPARTMENT OF COMMERCE

RESIDENTIAL PROPERTY DISCLOSURE FORM

Pursuant to section 5302.30 of the Revised Code and rule 1301:5-6-10 of the Administrative Code.

TO BE COMPLETED BY OWNER (Please Print)

Property Address: 2108 W 40th Pl Cleveland, OH 44113

Owners Name(s): Community Restoration Group, LLC

Date: 2-1-16, 20

Owner is not occupying the property. If owner is occupying the property, since what date: If owner is not occupying the property, since what date: has never occupied the property

THE FOLLOWING STATEMENTS OF THE OWNER ARE BASED ON OWNER'S ACTUAL KNOWLEDGE

A) WATER SUPPLY: The source of water supply to the property is (check appropriate boxes):

- Public Water Service, Private Water Service, Private Well, Shared Well, Holding Tank, Cistern, Spring, Pond, Unknown, Other

Do you know of any current leaks, backups or other material problems with the water supply system or quality of the water? No If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years): unknown

Is the quantity of water sufficient for your household use? (NOTE: water usage will vary from household to household) Yes No

B) SEWER SYSTEM: The nature of the sanitary sewer system servicing the property is (check appropriate boxes):

- Public Sewer, Leach Field, Unknown, Private Sewer, Aeration Tank, Other, Septic Tank, Filtration Bed

If not a public or private sewer, date of last inspection: Inspected By:

Do you know of any previous or current leaks, backups or other material problems with the sewer system servicing the property? Yes No If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years): unknown

Information on the operation and maintenance of the type of sewage system serving the property is available from the department of health or the board of health of the health district in which the property is located.

C) ROOF: Do you know of any previous or current leaks or other material problems with the roof or rain gutters? Yes No If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years): unknown

D) WATER INTRUSION: Do you know of any previous or current water leakage, water accumulation, excess moisture or other defects to the property, including but not limited to any area below grade, basement or crawl space? Yes No If "Yes", please describe and indicate any repairs completed: unknown

Owner's Initials CRG Date Owner's Initials Date

Purchaser's Initials Date Purchaser's Initials Date

Property Address _____

Do you know of any water or moisture related damage to floors, walls or ceilings as a result of flooding; moisture seepage; moisture condensation; ice damming; sewer overflow/backup; or leaking pipes, plumbing fixtures, or appliances? Yes No

If "Yes", please describe and indicate any repairs completed: _____
unknown

Have you ever had the property inspected for mold by a qualified inspector? Yes No

If "Yes", please describe and indicate whether you have an inspection report and any remediation undertaken: _____
unknown

Purchaser is advised that every home contains mold. Some people are more sensitive to mold than others. If concerned about this issue, purchaser is encouraged to have a mold inspection done by a qualified inspector.

E) STRUCTURAL COMPONENTS (FOUNDATION, BASEMENT/CRAWL SPACE, FLOORS, INTERIOR AND EXTERIOR WALLS): Do you know of **any previous or current** movement, shifting, deterioration, material cracks/settling (other than visible minor cracks or blemishes) or other material problems with the foundation, basement/crawl space, floors, or interior/exterior walls?

Yes No If "Yes", please describe and indicate any repairs, alterations or modifications to control the cause or effect of any problem identified (but not longer than the past 5 years): _____
unknown

Do you know of **any previous or current** fire or smoke damage to the property? Yes No

If "Yes", please describe and indicate any repairs completed: _____
unknown

F) WOOD DESTROYING INSECTS/TERMITES: Do you know of **any previous/current** presence of any wood destroying insects/termites in or on the property or any existing damage to the property caused by wood destroying insects/termites? Yes No

If "Yes", please describe and indicate any inspection or treatment (but not longer than the past 5 years): _____
unknown

G) MECHANICAL SYSTEMS: Do you know of **any previous or current** problems or defects with the following existing mechanical systems? If your property does not have the mechanical system, mark N/A (Not Applicable).

	YES	NO	N/A		YES	NO	N/A
1) Electrical	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8) Water softener	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2) Plumbing (pipes)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	a. Is water softener leased?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3) Central heating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	9) Security System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4) Central Air conditioning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	a. Is security system leased?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5) Sump pump	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	10) Central vacuum	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6) Fireplace/chimney	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11) Built in appliances	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7) Lawn sprinkler	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	12) Other mechanical systems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If the answer to any of the above questions is "Yes", please describe and indicate any repairs to the mechanical system (but not longer than the past 5 years): _____
unknown

H) PRESENCE OF HAZARDOUS MATERIALS: Do you know of the **previous or current** presence of any of the below identified hazardous materials on the property?

	Yes	No	Unknown
1) Lead-Based Paint	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2) Asbestos	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3) Urea-Formaldehyde Foam Insulation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4) Radon Gas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
a. If "Yes", indicate level of gas if known _____			
5) Other toxic or hazardous substances	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If the answer to any of the above questions is "Yes", please describe and indicate any repairs, remediation or mitigation to the property: _____
unknown

Owner's Initials CRG Date _____
Owner's Initials _____ Date _____

Purchaser's Initials RF Date _____
Purchaser's Initials _____ Date _____
04/11/16 1:27PM EDT

Property Address _____

I) UNDERGROUND STORAGE TANKS/WELLS: Do you know of any underground storage tanks (existing or removed), oil or natural gas wells (plugged or unplugged), or abandoned water wells on the property? Yes No

If "Yes", please describe: _____
unknown

Do you know of any oil, gas, or other mineral right leases on the property? Yes No

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to oil, gas, and other mineral rights. Information may be obtained from records contained within the recorder's office in the county where the property is located.

J) FLOOD PLAIN/LAKE ERIE COASTAL EROSION AREA:

Is the property located in a designated flood plain? Yes No Unknown
Is the property or any portion of the property included in a Lake Erie Coastal Erosion Area? Yes No Unknown

K) DRAINAGE/EROSION: Do you know of any previous or current flooding, drainage, settling or grading or erosion problems affecting the property? Yes No

If "Yes", please describe and indicate any repairs, modifications or alterations to the property or other attempts to control any problems (but not longer than the past 5 years): _____
unknown

L) ZONING/CODE VIOLATIONS/ASSESSMENTS/HOMEOWNERS' ASSOCIATION: Do you know of any violations of building or housing codes, zoning ordinances affecting the property or any nonconforming uses of the property? Yes No

If "Yes", please describe: _____
unknown

Is the structure on the property designated by any governmental authority as a historic building or as being located in an historic district? (NOTE: such designation may limit changes or improvements that may be made to the property). Yes No

If "Yes", please describe: _____
unknown

Do you know of any recent or proposed assessments, fees or abatements, which could affect the property? Yes No

If "Yes", please describe: _____
unknown

List any assessments paid in full (date/amount) _____
List any current assessments: _____ monthly fee _____ Length of payment (years _____ months _____)

Do you know of any recent or proposed rules or regulations of, or the payment of any fees or charges associated with this property, including but not limited to a Community Association, SID, CID, LID, etc. Yes No

If "Yes", please describe (amount) _____
unknown

M) BOUNDARY LINES/ENCROACHMENTS/SHARED DRIVEWAY/PARTY WALLS: Do you know of any of the following conditions affecting the property?

	Yes	No		Yes	No
1) Boundary Agreement	<input type="checkbox"/>	<input type="checkbox"/>	4) Shared Driveway	<input type="checkbox"/>	<input type="checkbox"/>
2) Boundary Dispute	<input type="checkbox"/>	<input type="checkbox"/>	5) Party Walls	<input type="checkbox"/>	<input type="checkbox"/>
3) Recent Boundary Change	<input type="checkbox"/>	<input type="checkbox"/>	6) Encroachments From or on Adjacent Property	<input type="checkbox"/>	<input type="checkbox"/>


If the answer to any of the above questions is "Yes", please describe: _____
unknown

N) OTHER KNOWN MATERIAL DEFECTS: The following are other known material defects in or on the property:

unknown

For purposes of this section, material defects would include any non-observable physical condition existing on the property that could be dangerous to anyone occupying the property or any non-observable physical condition that could inhibit a person's use of the property.

Owner's Initials CRG Date _____
Owner's Initials _____ Date _____

Purchaser's Initials  Date _____
Purchaser's Initials 04/11/16 1:27PM EDT Date _____

Property Address _____

CERTIFICATION OF OWNER

Owner certifies that the statements contained in this form are made in good faith and based on his/her actual knowledge as of the date signed by the Owner. Owner is advised that the information contained in this disclosure form does not limit the obligation of the owner to disclose an item of information that is required by any other statute or law or that may exist to preclude fraud, either by misrepresentation, concealment or nondisclosure in a transaction involving the transfer of residential real estate.

OWNER:  Community Restoration Group (Feb 1, 2016) DATE: _____

OWNER: _____ DATE: _____

RECEIPT AND ACKNOWLEDGEMENT OF POTENTIAL PURCHASERS

Potential purchasers are advised that the owner has no obligation to update this form but may do so according to Revised Code Section 5302.30(G). Pursuant to Ohio Revised Code Section 5302.30(K), if this form is not provided to you prior to the time you enter into a purchase contract for the property, you may rescind the purchase contract by delivering a signed and dated document of rescission to Owner or Owner’s agent, provided the document of rescission is delivered prior to all three of the following dates: 1) the date of closing; 2) 30 days after the Owner accepted your offer; and 3) within 3 business days following your receipt or your agent’s receipt of this form or an amendment of this form.


Owner makes no representations with respect to any offsite conditions. Purchaser should exercise whatever due diligence purchaser deems necessary with respect to offsite issues that may affect purchaser’s decision to purchase the property.

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to Ohio’s Sex Offender Registration and Notification Law (commonly referred to as “Megan’s Law”). This law requires the local Sheriff to provide written notice to neighbors if a sex offender resides or intends to reside in the area. The notice provided by the Sheriff is a public record and is open to inspection under Ohio’s Public Records Law. If concerned about this issue, purchaser assumes responsibility to obtain information from the Sheriff’s office regarding the notices they have provided pursuant to Megan’s Law.

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to abandoned underground mines. If concerned about this issue, purchaser assumes responsibility to obtain information from the Ohio Department of Natural Resources. The Department maintains an online map of known abandoned underground mines on their website at www.dnr.state.oh.us.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE FORM AND UNDERSTAND THAT THE STATEMENTS ARE MADE BASED ON THE OWNERS ACTUAL KNOWLEDGE AS OF THE DATE SIGNED BY THE OWNER.

My/Our Signature below does not constitute approval of any disclosed condition as represented herein by the owner.

PURCHASER:   DATE: _____

PURCHASER: _____ DATE: _____

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment

(c) Purchaser has received copies of all information listed above.

(d) Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment

Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

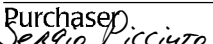
The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.


Community Restoration Group (Feb 1, 2016)
Seller

Date


Sel


dotloop verified
04/08/16 8:32AM EDT
HXCE-WP6G-7TEU-7V1K


Sergio Picciuto (Feb 1, 2016)
Purchaser

Date

Pur


dotloop verified
04/08/16 8:32AM EDT
ERRK-B5QX-3HK5-QHFA

Agent

Date

Agent

Date

OFFER TO PURCHASE REAL ESTATE AND ACCEPTANCE

1 **BUYER:** The undersigned Equity Trust Custodian IRA FBO Kelly Frizell offers to buy the following
2 described property located at: 4108 West 40th Place, Cleveland, OH 44113
3 _____, Ohio, (the "Property"). Permanent Parcel No. 007-06-099

4 The Property, which BUYER accepts in its "AS IS" PRESENT PHYSICAL CONDITION, shall include the land, all appurtenant
5 rights, privileges and easements, and all buildings and fixtures, including such of the following as are now on the Property:
6 all electrical, heating, plumbing and bathroom fixtures; all window and door shades, blinds, awnings, screens, storm
7 windows, curtain and drapery fixtures; all landscaping, disposal, smoke detectors, garage door opener(s) and _____
8 controls; all permanently attached carpeting. The following items shall also remain: satellite dish; range and oven;
9 microwave; kitchen refrigerator; dishwasher; washer; dryer; radiator covers; window air conditioner; central air
10 conditioning; gas grill; fireplace tools; screen; glass doors; fireplace grates; all existing window treatments; ceiling
11 fan(s); wood burner stove inserts; gas logs; and water softener.

12 **Also included:** _____

13 **NOT included:** _____

14 _____

15 **SECONDARY OFFER:** This is is not a secondary offer. This secondary offer, if applicable, will become a primary contract
16 upon BUYER'S receipt of a signed copy of the release of the primary contract on or before _____ BUYER
17 shall have the right to terminate this secondary contract at any time prior to BUYER'S receipt of said copy of the release of the
18 primary contract by delivering written notice to the SELLER or to SELLER'S agent. BUYER shall deposit earnest money within
19 four (4) days of becoming the primary contract.

20 **PRICE:** BUYER shall pay the sum of \$ 40,000
21 payable as follows:

22 **Earnest Money** paid to Escrow Agent or Broker will be deposited
23 in a non-interest bearing trust account and credited
24 against purchase price: \$ 1,000

25 Check to be made payable to Broker or Escrow Agent and deposited immediately upon the formation of a binding Agreement
26 Note to be redeemed within four (4) days after formation of a binding Agreement, as defined herein.

27 Cash down payment to be deposited in escrow: \$ _____

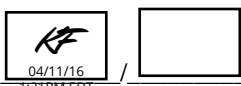
28 Mortgage loan to be obtained by BUYER: \$ _____

29 CONVENTIONAL, FHA, VA, CASH, OTHER _____

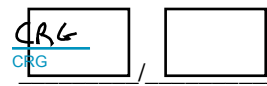
30 _____

31 **FINANCING:** This offer is conditioned upon BUYER making a written application for the above mortgage loan within
32 _____ days after Acceptance, as hereinafter defined, and obtaining a written commitment for that loan on or
33 about _____. If, despite BUYER'S good faith efforts, that commitment is not timely obtained, then this
34 AGREEMENT shall be null and void. Upon signing of a mutual release by SELLER and BUYER, the earnest money deposit shall
35 be returned to the BUYER without any further liability of either party to the other or to Broker and their agents. NOTE: In the
36 event of a dispute between the parties regarding the earnest money, the Escrow Agent or Broker (the "Depository") is required
37 by Ohio law to maintain such funds in its trust account until its receipt of (a) written mutual authorization of both parties specifying
38 disbursement; or (b) a final court order that specifies to whom the earnest money is to be awarded. If within two years from the
39 date the earnest money was deposited with the Depository, the parties have not provided the Depository with such signed
40 instructions or written notice that such legal action to resolve the dispute has been filed, the Depository shall return the earnest
41 money to BUYER with no further notice to Seller.

42 **CLOSING:** All funds and documents necessary for the completion of this transaction shall be placed in escrow with the lending
43 institution or escrow agent on or before 05/09/2016 and title shall be transferred on or about
44 05/10/2016.


04/11/16
1:21PM EDT

BUYERS INITIAL/DATE


CRG

SELLERS INITIAL/DATE

Property Address: 4108 West 40th Place, Cleveland, OH 44113

45 **POSSESSION:** SELLER shall deliver possession and occupancy to BUYER on or before 6:00 p.m., 1 day(s) after
46 recording of the Deed or _____, whichever is later. SELLER agrees to maintain utilities up to
47 the date of title transfer, and BUYER agrees to transfer utilities as of the date of title transfer.

48 **TITLE:** SELLER shall convey marketable title to BUYER by general warranty deed and/or fiduciary deed, if required, with release
49 of dower, free and clear of all liens and encumbrances whatsoever, except (a) any mortgage assumed by BUYER; b) such
50 restrictions, conditions, easements (however created) and encroachments as do not materially adversely affect the use or
51 value of the Property; c) zoning ordinances, if any; and d) taxes and assessments, both general and special, not yet due
52 and payable. SELLER shall furnish an Owner's Fee Policy of Title Insurance from Greater Cleveland Title LLC, Agent for Title
53 Alliance LLC or Resource Title Agency in the amount of the purchase price with cost of the
54 insuring premium split equally between SELLER and BUYER. SELLER shall have thirty (30) days after notice to remove title
55 defects. If unable to do so, BUYER may either a) accept title subject to each defect without reduction in the purchase price
56 or b) terminate this AGREEMENT, in which case neither BUYER, SELLER nor any Broker or agents shall have any further
57 liability to each other, and both BUYER and SELLER agree to sign a mutual release, whereupon Broker shall return the earnest
58 money to BUYER.

59 **PRORATIONS:** Tenant security deposits, if any, shall be credited to BUYER through escrow. Rents, if any, taxes and
60 assessments, and Homeowners Association fees and assessments, if any, shall be prorated by the Escrow Agent as of the date
61 of recording of the Deed. Taxes and assessments shall be prorated based upon the latest available tax duplicate. The parties
62 are advised to consult with the county auditor's office about the status of the Property taxes as the latest available tax duplicate
63 may not accurately reflect the amount of taxes owed. The parties agree to adjust directly any changes in proration when the tax
64 duplicate for the calendar year of closing becomes available. If the Property is new construction and recently completed or in
65 the process of completion at the time of the Agreement, then the escrow agent is instructed to make a good faith estimate of
66 the taxes to be owed on the value of the improved Property to the date of title transfer and reserve sufficient funds in escrow
67 from SELLER'S net proceeds to pay those taxes when they become due and payable after title transfer. The escrow agent is
68 instructed to release the balance of the funds on reserve once it receives notice from the county auditor that the taxes on the
69 land and improvements have been paid in full to the date of title transfer. The Escrow Agent shall withhold \$_____ from
70 SELLER to secure payment of final water and sewer charges, if any. The Escrow Agent is instructed to either pay said charges
71 or verify SELLER'S payment of said charges and remit any balance to SELLER. In the event the Property shall be deemed
72 subject to any agricultural tax recoupment (C.A.U.V.), BUYER SELLER agrees to pay the amount of such recoupment.

73 **CHARGES/ESCROW INSTRUCTIONS** This Agreement shall be used as escrow instructions subject to the Escrow Agent's
74 standard conditions of acceptance that are not inconsistent with this Agreement. SELLER shall pay the following costs through
75 escrow: a) real estate transfer tax; b) any amount required to discharge any mortgage, lien or encumbrance not assumed by
76 BUYER; c) title exam and one-half the cost of insuring premium for Owners Fee Policy of Title Insurance; d) proration due
77 BUYER; e) Broker's commissions; f) one-half of the escrow; and g) other _____
78 _____ (unless VA/FHA regulations prohibit payment of escrow fees by BUYER in which case SELLER shall pay the
79 entire escrow fee). SELLER shall pay directly all utility charges to the date of title transfer or date of possession, whichever is
80 later. Tenant security deposits, if any, shall be credited in escrow to the BUYER.

81 BUYER shall pay the following through escrow (unless prohibited by VA/FHA regulations): a) one-half of the escrow fee; b) one-
82 half the cost of insuring premiums for Owners Fee Policy of Title Insurance; c) all recording fees for the deed and any mortgage;
83 and d) a commission of \$199 if BUYER is represented by Keller Williams Realty Greater Cleveland, and e) other _____
84 _____

85 BUYER acknowledges the availability of a LIMITED HOME WARRANTY PROGRAM with a deductible paid by BUYER which
86 will will not be provided from _____ at a cost of \$_____, which
87 shall be charged to SELLER BUYER through escrow at title transfer. The parties acknowledge that the limited home
88 warranty does not cover pre-existing defects in the Property and that Broker may receive a fee from the warranty provider.
89 SELLER hereby authorizes the Escrow Agent to send a final copy of SELLER's executed Closing Disclosures to the Listing
90 Broker Selling Broker upon title transfer. BUYER hereby authorizes the Escrow Agent to send a final copy of BUYER'S
91 executed Closing Disclosure to the Listing Broker Selling Broker upon title transfer.

92 **INSPECTION:** This Agreement shall be subject to the following inspection(s) by a professional inspector of BUYER'S choice
93 within the specified number of days **from the date of Acceptance**, as herein defined. BUYER agrees that BUYER is
94 solely responsible for retaining a professional inspector for each requested inspection and releases Broker and its agents from
95 any and all liability regarding the selection or retention of inspector(s).

96 **If BUYER does not elect inspections, BUYER acknowledges that BUYER is acting against the advice of BUYER'S agent**
97 **and Broker. BUYER understands that all real property and improvements may contain defects and conditions that**


04/11/16
BUYERS INITIAL/DATE


CRG
SELLERS INITIAL/DATE

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98 are not readily apparent and which may affect a property's use or value. The parties agree that the brokers and agents
99 do not guarantee and in no way assume responsibility for the Property's condition. BUYER acknowledges that it is
100 BUYER'S own duty to exercise reasonable care to inspect and make diligent inquiry of the SELLER or BUYER'S
101 inspectors regarding the condition and systems of the Property. INSPECTIONS REQUIRED BY ANY STATE, COUNTY,
102 LOCAL GOVERNMENT OR FHA/VA DO NOT REPLACE THE NEED FOR BUYER INSPECTIONS.

CHOICE	INSPECTION		EXPENSE	
			BUYER	SELLER
104 Yes No				
105 <input checked="" type="checkbox"/> <input type="checkbox"/>	GENERAL HOME	<u>2</u> days	<input checked="" type="checkbox"/>	<input type="checkbox"/>
106 <input type="checkbox"/> <input checked="" type="checkbox"/>	SEPTIC SYSTEM	_____ days	<input type="checkbox"/>	<input type="checkbox"/>
107 <input type="checkbox"/> <input checked="" type="checkbox"/>	WATER POTABILITY	_____ days	<input type="checkbox"/>	<input type="checkbox"/>
108 <input type="checkbox"/> <input checked="" type="checkbox"/>	WELL FLOW RATE	_____ days	<input type="checkbox"/>	<input type="checkbox"/>
109 <input type="checkbox"/> <input checked="" type="checkbox"/>	RADON	_____ days	<input type="checkbox"/>	<input type="checkbox"/>
110 <input type="checkbox"/> <input checked="" type="checkbox"/>	MOLD	_____ days	<input type="checkbox"/>	<input type="checkbox"/>
111 <input type="checkbox"/> <input checked="" type="checkbox"/>	PEST/WOOD DESTROYING INSECTS	_____ days	<input type="checkbox"/>	<input type="checkbox"/>
112 <input type="checkbox"/> <input checked="" type="checkbox"/>	LEAD-BASED PAINT	_____ days	<input type="checkbox"/>	<input type="checkbox"/>
113 <input checked="" type="checkbox"/> <input type="checkbox"/>	OTHER	<u>7</u> days	<input checked="" type="checkbox"/>	<input type="checkbox"/>

114 (Specify) Any additional inspection deemed necessary by General Home Inspection

115 **PEST/WOOD DESTROYING INSECTS:** If selected above, an inspection of all structures on said premises shall be made by a
116 licensed inspection or exterminating agency expense and such agency's written report shall be made available to the BUYER
117 before closing. If such report shows existing infestation or damage by pests, termites or wood destroying insects, treatment of
118 the condition shall be made by a licensed exterminating agency which shall furnish a certificate of guarantee for a period of at
119 least one year in the case of termites and a certificate of guarantee for a period of at least sixty (60) days in the case of wood
120 destroying insects. ALL REPAIRS AND TREATMENT COSTS SHALL BE PAID BY THE BUYER OR SELLER (unless
121 FHA/VA regulations prohibit payment of inspection by BUYER, in which case SELLER shall pay the cost.) This
122 AGREEMENT may be voided by the party paying for the repair and treatment if the cost exceeds \$500.00.

123 **LEAD BASED PAINT:** If selected above, BUYER shall have the right to have a risk assessment or inspection of the
124 Property by a qualified inspector, for the presence of lead-based paint and/or lead based paint hazards at BUYER'S expense
125 within ten (10) days after formation of a binding AGREEMENT. See EPA pamphlet "Protect Your Family from Lead in Your
126 Home" for more information.) In the event existing deficiencies or corrections are identified by the inspector in a written
127 report, then BUYER shall have the right to terminate the AGREEMENT or request that the SELLER repair the specific existing
128 deficiencies noted on the written inspection report. In that event, BUYER agrees to immediately provide SELLER with a copy of
129 the written inspection and/or risk assessment report. Upon receipt of the inspection report and BUYER'S request of repairs,
130 SELLER will have the option to either agree to correct the deficiencies identified in the inspector's written report or decline to
131 do any repairs. If SELLER elects to correct the deficiencies, SELLER agrees to provide to BUYER prior to Title Transfer
132 with a certificate from a qualified risk assessor or inspector demonstrating that the deficiencies have been remedied. If the
133 SELLER declines to correct the deficiencies, BUYER may elect to terminate the AGREEMENT or accept the Property in its
134 "AS IS" condition. BUYER may remove this right of inspection at any time without SELLER'S consent.

135 **WAIVER** (initials) BUYER elects to waive each professional inspection to which BUYER has not indicated
136 "YES." Any failure by BUYER to perform any inspection indicated "YES" herein is a waiver of such inspection and shall
137 be deemed absolute acceptance of the Property by BUYER in its "AS IS" condition.

138 Within three (3) days after completion of the last inspection, BUYER shall elect one of the following: a) remove the Inspection
139 contingency and accept the Property in its "AS IS" PRESENT PHYSICAL CONDITION; b) accept the Property subject to
140 SELLER agreeing to have specific items identified in a written inspection report repaired by a qualified contractor in a
141 professional manner at SELLER'S expense; or c) terminate this AGREEMENT if written inspection report(s) identify material
142 latent defects NOT previously disclosed in writing by the SELLER and any cooperating real estate Broker.

143 If the Property is accepted in its "AS IS" PRESENT PHYSICAL CONDITION, BUYER agrees to sign an Amendment to Purchase
144 Agreement removing the inspection contingency and this Agreement will proceed in full force and effect. If the Property is
145 accepted subject to the SELLER repairing specific defects, BUYER shall provide to SELLER a copy of the inspection report(s)
146 and sign an Amendment to Purchase Agreement removing the inspection contingency and identifying the defects which
147 are to be repaired. SELLER and BUYER shall have three (3) days from SELLER'S receipt of the written list of defects and the
148 inspection report(s) to agree in writing which defects, if any, will be corrected at SELLER'S expense. If a written Agreement is not
149 signed by both parties within those three (3) days, then this Agreement shall be null and void and SELLER and BUYER agree to
150 sign a mutual release. If the BUYER elects to terminate this Agreement based upon newly discovered material latent defects in


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BUYERS INITIAL/DATE


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SELLERS INITIAL/DATE

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151 the Property, then BUYER shall provide a copy of the written inspection report to the SELLER and both parties agree to promptly
152 sign a mutual release. Upon signing of a mutual release by SELLER and BUYER, the earnest money deposit shall be returned
153 to BUYER without any further liability of either party to the other or to Broker(s).

154 The parties may agree IN WRITING to extend the dates for inspections, repairs, or the deadline for exercising their right to
155 terminate the Agreement. SELLER agrees to provide reasonable access to the Property for BUYER to review and approve any
156 conditions corrected by SELLER.


157 BUYER has  (BUYER'S initials) received a copy of the EPA pamphlet entitled "PROTECT YOUR FAMILY FROM
158 LEAD IN YOUR HOME" and a copy of the "DISCLOSURE ON LEAD-BASED PAINT AND/OR LEAD BASED PAINT HAZARDS."


159 BUYER HAS NOT  (BUYER'S initials) received a copy of the EPA pamphlet entitled "PROTECT YOUR FAMILY
160 FROM LEAD IN YOUR HOME" and a copy of the "DISCLOSURE ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT
161 HAZARDS (disclosure form)."

162 This offer is subject to the SELLER completing the disclosure form and BUYER'S review and approval of the information
163 contained on the disclosure form within _____ days from receipt.

164 **MEGAN'S LAW:** SELLER warrants that SELLER has disclosed to BUYER all notices received from the local Sheriff's department
165 pursuant to Ohio's sex offender law. BUYER acknowledges that any such information may no longer be accurate and agrees to
166 inquire with the local sheriff's office about sex offender registration. BUYER agrees to rely on solely BUYER'S own inquiry with
167 the local sheriff's office as to registered sex offenders, and not SELLER or any broker or agent.

168 **CONDITION OF PROPERTY:** BUYER has examined the Property and agrees that the Property is being purchased in its "AS IS"
169 PRESENT PHYSICAL CONDITION, including any defects disclosed by the SELLER on the State of Ohio Residential Property
170 Disclosure Form. SELLER agrees to notify BUYER in writing of any additional disclosure items that arise between the date of
171 Acceptance as herein defined and the date of recording of the deed.

172 BUYER HAS  (BUYER'S initials) received a copy of the Residential Property Disclosure Form signed by
173 SELLER on _____ (date) prior to writing this offer.

174 BUYER HAS NOT  (BUYER'S initials) received a copy of the Residential Property Disclosure Form. This
175 offer is subject to the SELLER completing the Residential Property Disclosure Form and BUYER'S review and approval of the
176 information contained on the disclosure form within _____ days from receipt. SELLER shall pay all costs for the repair of any
177 water or gas line leak found between the street and foundation at the time of transfer or restoration of utilities. SELLER agrees
178 to comply with any and all local governmental point of sale laws and/or ordinances. SELLER will promptly provide BUYER
179 with copies of any notices received from government agencies to inspect or correct any current building code or health violations.
180 If applicable, BUYER and SELLER shall have five (5) days after receipt by BUYER of all notices to agree in writing which
181 party will be responsible for the correction of any building code or health violation(s). In the event BUYER and SELLER cannot
182 agree in writing, this AGREEMENT may be declared null and void by either party.

183 **REPRESENTATIONS AND DISCLAIMERS:** BUYER acknowledges that the SELLER has completed the Residential Property
184 Disclosure Form and agrees to hold the Broker(s) and their agents harmless from any misstatements, errors or omissions made
185 by the SELLER. BUYER also acknowledges and agrees that the Broker(s) and their agents have no obligation to verify or
186 investigate the information provided by the SELLER on that form. BUYER has not relied on any representation by the
187 Broker(s) and/or any agent(s) regarding the use or condition of the Property, square footage, zoning, lot dimensions,
188 homeowners' fees, public and private assessments, utility bills, taxes or special assessments except as listed below (if none,
189 indicate "none"):

190 _____
191 SELLER and BUYER acknowledge and agree that Keller Williams Realty Greater Cleveland does not promote, endorse or
192 approve of the referral or recommendation by its agents of any independent business in which the agent and/or any member of
193 the agent's family has an ownership interest or from which the agent or any member of the agent's family receives any benefit or
194 compensation.

195 **DAMAGE:** If improvements to the Property are destroyed or damaged in excess of ten percent (10%) of the purchase price prior
196 to title transfer, then BUYER may either accept the insurance proceeds for said damage and complete this transaction or
197 terminate this Agreement and receive the return of all deposits made. If such damage is less than ten percent of the purchase
198 price, then SELLER shall restore the Property to its prior condition.

199 **BINDING AGREEMENT:** For purposes of this Agreement, "Days" shall be defined as calendar days. "Acceptance" shall occur
200 when the latter of the parties signs this Agreement without making material change and then delivers either written or verbal
201 notice of such signatures to the other party or the other party's agent. Upon Acceptance, this offer and all attachments and
202 addenda, shall become an Agreement binding on BUYER and SELLER, their heirs, executors, administrators, and assigns. This
203 Agreement shall be made part of or be used as the escrow instructions and shall be subject to the Escrow Agent's standard

 
04/11/16
BUYERS INITIAL/DATE

 
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SELLERS INITIAL/DATE

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204 conditions of escrow not inconsistent herewith. The terms, covenants, conditions, and provisions of this Agreement to be
 205 performed by SELLER shall survive delivery and recording of the Deed. This Agreement may be executed by electronic or digital
 206 signature of each of the parties, if each party so elects, and may be delivered by facsimile or electronic means. This Agreement
 207 represents the entire agreement between the parties, and there are no other representations, warranties or understandings
 208 between them, except as outlined herein.

209 **ADDENDA:** The additional terms and conditions in the attached addenda Agency Disclosure Form Residential Property
 210 Disclosure Form VA FHA FHA Home Inspection Notice "For Your Protection" Condominium Addendum
 211 Condominium Acknowledgement Walk through House Sale Contingency Addendum House Sale Concurrency Addendum
 212 Lead Based Paint Addendum Affiliated Business Disclosure Other
 213 _____ are made part of this Agreement.
 214

The terms and conditions of any addenda supersede any conflicting terms of the Agreement.

215 Kelly Frizell dotloop verified
04/11/16 1:27PM EDT
E14B-JD19-EM0M-HJOY njamllc@gmail.com
 216 (BUYER) _____ Date _____ (E-MAIL ADDRESS)
 217 _____
 218 (BUYER) _____ Date _____ (E-MAIL ADDRESS)
195 Sleepy Hollow, Amherst OH 44001 440-453-3531
 219 (ADDRESS AND ZIP CODE) _____ (TELEPHONE)

220 **DEPOSIT RECEIPT:** Receipt is hereby acknowledged of a check made payable to Broker or Escrow Agent serving as
 221 Depositor: (OR) note for the earnest monev. subject to terms of the above offer.
 222 By: Kelly Frizell Office: Keller Williams - Greater Cleveland Phone: 4406701842

223 **ACCEPTANCE:** SELLER accepts the above offer and irrevocably instructs the escrow agent to pay from SELLER'S escrow
 224 funds a commission of THREE _____ percent
 225 (3.0 %) of the purchase price to Keller Williams Realty Greater Cleveland at 29225 Chagrin Blvd., Cleveland, OH
 226 44122 and PER LIST AGREEMENT _____ percent of the
 227 purchase price to REALTY TRUST SERVICES, LLC _____ (cooperating
 228 broker, if any, at the following address) 29550 Detroit Road, Suite 102, Westlake, OH 44145 _____ as
 229 the sole procuring agents in this transaction.

230 CRG _____
 231 (SELLER) Community Restoration Group (Apr 11 2016) Date _____ (E-MAIL ADDRESS)
 232 _____
 233 (SELLER) _____ Date _____ (E-MAIL ADDRESS)
 234 _____
 235 (ADDRESS AND ZIP CODE) _____ (TELEPHONE)

Selling Agent Name <u>Kelly Frizell</u>	Listing Agent Name <u>Sergio Piccuito</u>
Selling Agent RE License # <u>2010001936</u>	Listing Agent RE License # _____
Telephone and email <u>4406701842 njamllc@gmail.com</u>	Telephone and email <u>info@restorethestandard.com</u>
Selling Brokerage Name <u>Keller Williams Greater Cleveland</u>	Listing Brokerage Name <u>REALTY TRUST SERVICES LLC</u>
Selling Brokerage License # <u>REC: 2002014655</u>	Listing Brokerage License # _____
Selling Brokerage Telephone <u>216-839-5500</u>	Listing Brokerage Telephone _____
Selling Brokerage Email <u>frontdesk297@kw.com</u>	Listing Brokerage Email _____
Brokerage Address <u>29225 Chagrin Blvd. Pepper Pike, Ohio 44122</u>	Listing Brokerage Address <u>29550 Detroit Road, Suite 102, Westlake, OH 44145</u>


 04/11/16
 BUYERS INITIAL/DATE


 CRG
 SELLERS INITIAL/DATE

Buyer is a licensed real estate agent in the state of Ohio



AGENCY DISCLOSURE STATEMENT



The real estate agent who is providing you with this form is required to do so by Ohio law. You will not be bound to pay the agent or the agent's brokerage by merely signing this form. Instead, the purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord and the term "buyer" includes a tenant.)

Property Address: 4108 West 40th Place, Cleveland, OH 44113

Buyer(s): EQUITY TRUST CUSTODIAN IRA FBO KELLY FRIZELL

Seller(s): Community Restoration Group

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by Kelly Frizell and Keller Williams GC
AGENT(S) BROKERAGE

The seller will be represented by Sergio Piccuito and REALTY TRUST SERVICES LLC
AGENT(S) BROKERAGE

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage _____ represent both the buyer and the seller, check the following relationship that will apply:

- Agent(s) _____ work(s) for the buyer and Agent(s) _____ work(s) for the seller. Unless personally involved in the transaction, the broker and managers will be "dual agents", which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.
- Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents _____ and _____ will be working for both the buyer and seller as "dual agents". Dual agency is explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) _____ and real estate brokerage _____ will

- be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____
- represent only the (check one) seller or buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.

Kelly Frizell dotloop verified 04/11/16 1:27PM EDT H2XQ-S857-KMEP-SGTZ
 BUYER/TENANT DATE

 BUYER/TENANT DATE

[Signature] Community Restoration Group (Apr 11, 2016)
 SELLER/LANDLORD DATE

 SELLER/LANDLORD DATE

DUAL AGENCY

Ohio law permits a real estate agent and brokerage to represent both the seller and buyer in a real estate transaction as long as this is disclosed to both parties and they both agree. This is known as dual agency. As a dual agent, a real estate agent and brokerage represent two clients whose interests are, or at times could be, different or adverse. For this reason, the dual agent(s) may not be able to advocate on behalf of the client to the same extent the agent may have if the agent represented only one client.

As a dual agent, the agent(s) and brokerage shall:

- Treat both clients honestly;
- Disclose latent (not readily observable) material defects to the purchaser, if known by the agent(s) or brokerage;
- Provide information regarding lenders, inspectors and other professionals, if requested;
- Provide market information available from a property listing service or public records, if requested;
- Prepare and present all offers and counteroffers at the direction of the parties;
- Assist both parties in completing the steps necessary to fulfill the terms of any contract, if requested.

As a dual agent, the agent(s) and brokerage shall not:

- Disclose information that is confidential, or that would have an adverse effect on one party's position in the transaction, unless such disclosure is authorized by the client or required by law;
- Advocate or negotiate on behalf of either the buyer or seller;
- Suggest or recommend specific terms, including price, or disclose the terms or price a buyer is willing to offer or that a seller is willing to accept;
- Engage in conduct that is contrary to the instructions of either party and may not act in a biased manner on behalf of one party.

Compensation: Unless agreed otherwise, the brokerage will be compensated per the agency agreement.

Management Level Licensees: Generally the broker and managers in a brokerage also represent the interests of any buyer or seller represented by an agent affiliated with that brokerage. Therefore, if both buyer and seller are represented by agents in the same brokerage, the broker and manager are dual agents. There are two exceptions to this. The first is where the broker or manager is personally representing one of the parties. The second is where the broker or manager is selling or buying his own real estate. These exceptions only apply if there is another broker or manager to supervise the other agent involved in the transaction.

Responsibilities of the Parties: The duties of the agent and brokerage in a real estate transaction do not relieve the buyer and seller from the responsibility to protect their own interests. The buyer and seller are advised to carefully read all agreements to assure that they adequately express their understanding of the transaction. The agent and brokerage are qualified to advise on real estate matters. **IF LEGAL OR TAX ADVICE IS DESIRED, YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.**

Consent: By signing on the reverse side, you acknowledge that you have read and understand this form and are giving your voluntary, informed consent to the agency relationship disclosed. If you do not agree to the agent(s) and/or brokerage acting as a dual agent, you are not required to consent to this agreement and you may either request a separate agent in the brokerage to be appointed to represent your interests or you may terminate your agency relationship and obtain representation from another brokerage.

Any questions regarding the role or responsibilities of the brokerage or its agents should be directed to an attorney or to:

Ohio Department of Commerce
Division of Real Estate & Professional Licensing
77 S. High Street, 20th Floor
Columbus, OH 43215-6133
(614) 466-4100



**Keller Williams Greater Cleveland
29225 Chagrin Boulevard, Suite 105, Cleveland, OH 44122**

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE NOTICE

Date: 04/08/2016

Property Address: 4108 West 40th Place, Cleveland, OH 44113

Sellers: Community Restoration Group

Buyers/Mortgagors: Equity Trust Custodian IRA FBO Kelly Frizell

This is to give you notice that **Greater Cleveland Title, LLC** is a joint venture owned by Alliance Holdings (50.1% ownership), Murwood Real Estate Group, LLC dba Keller Williams Greater Cleveland (25% ownership) and many of the agents of Keller Williams Realty Greater Cleveland (24.9% ownership), which may include your Real Estate Agent. Because of this relationship, this referral may provide a financial or other benefit to Keller Williams Realty Greater Cleveland and your Real Estate Agent.

Set forth below is the estimated charges or range of charges by **Greater Cleveland Title, LLC** for the following settlement services:

Insurance Coverage Amount	Premium*	Escrow Services
Up to \$150,000	\$5.75 / \$1,000	Closing Fees / \$375 per side
\$150,000 - \$250,000	\$4.50 / \$1,000	
\$250,000 - \$500,000	\$3.50 / \$1,000	
\$500,000 - \$10,000,000	\$2.75 / \$1,000	
\$10,000,000 +	\$2.25 / \$1,000	
Charges to Purchaser		Amount
Owners Title Insurance		½ per schedule above
Title Insurance Binder		\$100
Lender's Coverage		\$100
Conditional Filing Fee (if applicable)		\$25
Transfer Service Fee (if applicable)		\$30
Special Tax Exam (if applicable)		\$50
Charges to Seller		Amount
Owners Title Insurance		½ per schedule above
Title Examination		\$325
Release Service Fee (if applicable)		\$30 per lien

*The Original Rate applicable for the Homeowner's Policy of Title Insurance shall be the rate calculated under Rule PR-1 above plus fifteen percent (15%). This Policy can only be issued in connection with one-to-four family residential property or an individual condominium unit.

This is to give you notice that **EPIC Insurance Center (provider of "HomeFAX")** and Murwood Real Estate Group, LLC dba Keller Williams Greater Cleveland have an affiliated business arrangement between entities where "EPIC" provides some financial support (unrelated to sales or revenue) to Murwood Real Estate Group, LLC for special events, marketing, and promotions. No revenue sharing, profit sharing, or commission sharing occurs at this time.

YOU ARE NOT REQUIRED TO USE GREATER CLEVELAND TITLE, LLC OR EPIC INSURANCE CENTER AS A CONDITION FOR THE PURCHASE (OR REFINANCE) OF THE SUBJECT PROPERTY. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THOSE SERVICES. A LEND IS ALLOWED, HOWEVER TO REQUIRE THE USE OF AN ATTORNEY, CREDIT REPORTING AGENCY, OR REAL ESTATE APPRAISER CHOSEN TO REPRESENT THE LENDER'S INTEREST.

ACKNOWLEDGEMENT

I/we the undersigned acknowledge that I/we have read and received a copy of this disclosure form.

Kelly Frizell
dotloop verified
04/08/16 8:51AM EDT
PTMO-HLA0-DU6-DIID

Buyers/Mortgagor

Buyers/Mortgagor

Seller

Seller



Supreme Home Warranty Agreement

To obtain a contract number call: 1.800.648.5006 | Fax: 1.888.479.2652 | aphwoffice@aphw.net | aphw.com
 America's Preferred Home Warranty | 2727 Spring Arbor Rd. | Jackson, MI 49203

IMPORTANT: FOR SERVICE CALL: 1.800.648.5006. NO PAYMENT OR REIMBURSEMENT FOR SERVICES PERFORMED WITHOUT PRIOR APPROVAL.

Contract No: _____

~ Please be sure to fill in all applicable areas of information. ~

Seller's Name _____

Property Address No. & Street _____

City _____ State _____ Zip _____

Phone # _____

Seller's E-mail _____

Buyer's Name
ProsperCle LLC

New Phone # _____

Buyer's E-mail _____

Real Estate Office
Keller Williams Greater Cleveland

Address
29225 Chagrin Blvd #105

City _____ State _____ Zip _____
Cleveland OH 44122

Phone # _____ Fax # _____
216-839-5500 216-839-1705

Real Estate Agent
Kelly Frizell

Agent's E-mail
njamllc@gmail.com

Closing Date _____ Listing date _____

HOUSING TYPE (Please Check One)

- Single/Family
 - Duplex (2 warranties)
 - Fourplex (4 warranties)
 - Manufactured Home Year Manufactured: _____
 - Foreclosed/Repossessed Home**
 - Condo/Townhouse
 - Triplex (3 warranties)
 - New Home Construction
- **See Terms and Conditions "General #9"

PLAN OPTIONS (Please Check One)

- One Year Plan Options:**
- \$100 Deductible..... \$399
 - \$50 Deductible..... \$435
- Two Year Plan Option:**
- \$100 Deductible..... \$750
- Condo/Townhouse Plan - One Year:**
- \$75 Deductible..... \$375
- New Construction Plan for Buyers - Three Years:**
- \$75 Deductible..... \$550
Coverage begins 366 days after closing and continues for three years.

- Multi-family Unit Plans (\$75 Deductible):**
- Duplex (2 warranty agreements) \$720
 - Triplex (3 warranty agreements) \$999
 - Fourplex (4 warranty agreements) \$1,280

OPTIONAL COVERAGES (Please Check All That Apply)

- Seller Preferred Upgrade \$75
 - Buyer Preferred Upgrade.... \$100 x ___ yrs. = \$ ___ 0
- Important: If the Buyer Preferred Upgrade has been selected and the property is a multiple family dwelling, the upgrade package must be purchased for each unit.*

BUYER ONLY OPTIONS (Please Check All That Apply)

- Pool/Spa \$185 x ___ yrs. = \$ ___ 0
- Premium Salt Water/Pool/Spa \$345 x ___ yrs. = \$ ___ 0
- Jetted Bathtub \$125 x ___ yrs. = \$ ___ 0
- Clothes Washer & Dryer \$75 x ___ yrs. = \$ ___ 0
- Water Softener \$50 x ___ yrs. = \$ ___ 0

Plan Cost(s)	\$	___	0
Option Cost(s)	\$	___	0
Total.....	\$	___	0

BOTH PARTIES AGREE THAT THE OBLIGATIONS FOR REPAIR OR SERVICE UNDER THIS AGREEMENT ARE SOLELY THOSE OF THE SERVICE PROVIDER AND ARE NOT THE OBLIGATION OF ANY REAL ESTATE FIRM. SEE ADDITIONAL TERMS AND CONDITIONS ON THE PREVIOUS PAGES.

SELLER AND BUYER ACKNOWLEDGE BY SIGNATURE OR PAYMENT THAT HE OR SHE HAS READ, UNDERSTANDS AND ACCEPTS THIS SUPREME HOME WARRANTY AGREEMENT INCLUDING THE FOLLOWING TERMS AND CONDITIONS.

Seller(s) Signature(s) X _____

Buyer(s) Signature(s) X _____

WAIVER

Applicant has reviewed the Supreme Home Warranty Agreement and hereby declines coverage. Applicant agrees to hold the real estate broker and agent harmless in the event of a significant mechanical failure which otherwise would have been covered under the Supreme Home Warranty Agreement.

Seller(s) Signature(s) X _____

Buyer(s) Signature(s) X *Kelly Frizell*

dotloop verified
04/08/16 8:51AM EDT
W5F9-LQM8-NWRQ-VP3U

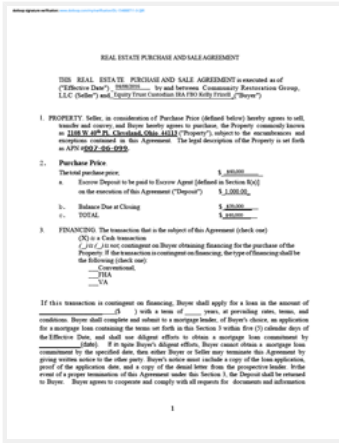
3 Easy Ways to order your Home Warranty:

1. **EASIEST - Order online:** www.aphw.com
2. **Mail:** APHW, 2727 Spring Arbor Rd., Jackson, MI 49203 Fax: 1.888.479.2652
3. **Phone:** 1.800.648.5006

2108 W 40th Rev Offer







Adobe Document Cloud Document
History

04/11/2016



Created: 04/11/2016
By: Sergio Picciuto (info@restorethestandard.com)
Status: SIGNED
Transaction ID: CBJCHBCAABA AVS_DNZZEP6_K5wVXQj2bseTzBo3CGMTz

“2108 W 40th Rev Offer” History

-  Document digitally presigned by DOTLOOP\, INC.
04/11/2016 - 1:28:40 EDT - IP address: 99.16.108.96
-  Document created by Sergio Picciuto (info@restorethestandard.com)
04/11/2016 - 6:28:50 EDT - IP address: 99.16.108.96
-  Document emailed to Community Restoration Group (crgllc25@gmail.com) for signature
04/11/2016 - 6:33:43 EDT
-  Document viewed by Community Restoration Group (crgllc25@gmail.com)
04/11/2016 - 9:48:32 EDT - IP address: 66.249.88.110
-  Document e-signed by Community Restoration Group (crgllc25@gmail.com)
Signature Date: 04/11/2016 - 9:49:07 EDT - Time Source: server - IP address: 99.16.108.96
-  Signed document emailed to Community Restoration Group (crgllc25@gmail.com) and Sergio Picciuto (info@restorethestandard.com)
04/11/2016 - 9:49:07 EDT