

OFFER TO PURCHASE REAL ESTATE AND ACCEPTANCE

1	BUYER: The undersigned Great Lakes Developers LLC	offers to buy the following
2	described property located at: 1340 W. 61st Street Cleveland, O	H 44102
3	, Ohio, (the "Propert	y"). Permanent Parcel No. 002-12-109
4 5 7 8 9 10	The Property, which BUYER accepts in its "AS IS" PRESENT PHY rights, privileges and easements, and all buildings and fixtures, in all electrical, heating, plumbing and bathroom fixtures; all window windows, curtain and drapery fixtures; all landscaping, disp controls; all permanently attached carpeting. The following items microwave; \Box kitchen refrigerator; \Box dishwasher; \Box washer; \Box drye conditioning; \Box gas grill; \Box fireplace tools; \Box screen; \Box glass doors fan(s); \Box wood burner stove inserts; \Box gas logs; and water softene	SICAL CONDITION, shall include the land, all appurtenant cluding such of the following as are now on the Property: v and door shades, blinds, awnings, screens, storm osal, smoke detectors, garage door opener(s) and shall also remain: a satellite dish; range and oven; range and oven; range radiator covers; window air conditioner; central air fireplace grates all existing window treatments; ceiling
12	Also included:	
13 14	NOT included:	
15 16 17 18 19	secondary offer: This is in to a secondary offer. This secondary offer. This secondary offer the primary shall have the right to terminate this secondary contract at any time primary contract by delivering written notice to the SELLER or to SE four (4) days of becoming the primary contract.	contract on or beforeBUYER prior to BUYER'S receipt of said copy of the release of the
20 21	PRICE: BUYER shall pay the sum of payable as follows:	\$ <u>97,000.00</u>
22 23 24	Earnest Money paid to Escrow Agent or Broker will be deposited in a non-interest bearing trust account and credited against purchase price:	\$
25	Check to be made payable to Broker or Escrow Agent and depos	ited immediately upon the formation of a binding Agreement
26	Note to be redeemed within four (4) days after formation of a bi	
27	Cash down payment to be deposited in escrow:	\$ <u>0.00</u>
28	Mortgage loan to be obtained by BUYER:	\$
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30		
31 32 33 34 35 36 37 38 39 40 41		ed, and obtaining a written commitment for that loan on or efforts, that commitment is not timely obtained, then this se by SELLER and BUYER, the earnest money deposit shall y to the other or to Broker and their agents. NOTE: In the , the Escrow Agent or Broker (the "Depository") is required of (a) written mutual authorization of both parties specifying arnest money is to be awarded. If within two years from the arties have not provided the Depository with such signed
42 43	CLOSING: All funds and documents necessary for the completion of institution or escrow agent on or before <u>06/16/2016</u>	f this transaction shall be placed in escrow with the lending and title shall be transferred on or about



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06/17/2016

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45	POSSESSION: SELLER shall deliver possession	on and occupancy to BUYER on or before 6:00 p.m., 1 day(s) after
46	recording of the Deed or 06/17/2016	, 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 of dower, free and clear of all liens and encumbrances whatsoever, except (a) any mortgage assumed by BUYER; b) such 49 restrictions, conditions, easements (however created) and encroachments as do not materially adversely affect the use or 50 value of the Property; c) zoning ordinances, if any; and d) taxes and assessments, both general and special, not yet due 51 and payable. SELLER shall furnish an Owner's Fee Policy of Title Insurance from Greater Cleveland Title LLC, Agent for Title 52 Alliance LLC or 🔽 Venture - Ohio Real Title _____ in the amount of the purchase price with cost of the 53 insuring premium split equally between SELLER and BUYER. SELLER shall have thirty (30) days after notice to remove title 54 55 defects. If unable to do so, BUYER may either a) accept title subject to each defect without reduction in the purchase price or b) terminate this AGREEMENT, in which case neither BUYER, SELLER nor any Broker or agents shall have any further 56 liability to each other, and both BUYER and SELLER agree to sign a mutual release, whereupon Broker shall return the earnest 57 money to BUYER. 58

59 PRORATIONS: Tenant security deposits, if any, shall be credited to BUYER through escrow. Rents, if any, taxes and assessments, and Homeowners Association fees and assessments, if any, shall be prorated by the Escrow Agent as of the date 60 of recording of the Deed. Taxes and assessments shall be prorated based upon the latest available tax duplicate. The parties 61 are advised to consult with the county auditor's office about the status of the Property taxes as the latest available tax duplicate 62 63 may not accurately reflect the amount of taxes owed. The parties agree to adjust directly any changes in proration when the tax duplicate for the calendar year of closing becomes available. If the Property is new construction and recently completed or in 64 the process of completion at the time of the Agreement, then the escrow agent is instructed to make a good faith estimate of 65 the taxes to be owed on the value of the improved Property to the date of title transfer and reserve sufficient funds in escrow 66 67 from SELLER'S net proceeds to pay those taxes when they become due and payable after title transfer. The escrow agent is instructed to release the balance of the funds on reserve once it receives notice from the county auditor that the taxes on the 68 land and improvements have been paid in full to the date of title transfer. The Escrow Agent shall withhold \$ 250 69 from SELLER to secure payment of final water and sewer charges, if any. The Escrow Agent is instructed to either pay said charges 70 71 or verify SELLER'S payment of said charges and remit any balance to SELLER. In the event the Property shall be deemed subject to any agricultural tax recoupment (C.A.U.V.), BUYER SELLER agrees to pay the amount of such recoupment. 72

(unless VA/FHA regulations prohibit payment of escrow fees by BUYER in which case SELLER shall pay the
 entire escrow fee). SELLER shall pay directly all utility charges to the date of title transfer or date of possession, whichever is
 later. Tenant security deposits, if any, shall be credited in escrow to the BUYER.

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

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

shall be charged to SELLER BUYER through escrow at title transfer. The parties acknowledge that the limited home
 warranty does not cover pre-existing defects in the Property and that Broker may receive a fee from the warranty provider.

SELLER hereby authorizes the Escrow Agent to send a final copy of SELLER's executed Closing Disclosures to the Listing
 Broker Selling Broker upon title transfer. BUYER hereby authorizes the Escrow Agent to send a final copy of BUYER'S
 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



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

103	СНС	DICE	INSPECTION	EXPI	ENSE
104	Yes	No		BUYER	SELLER
105		\checkmark	GENERAL HOME days		
106		\checkmark	SEPTIC SYSTEM days		
107		\checkmark	WATER POTABILITY days		
108			WELL FLOW RATE days		
109		\checkmark	RADON days		
110		\checkmark	MOLDdays		
111			PEST/WOOD DESTROYING INSECTSdays		
112			LEAD-BASED PAINTdays		
113			OTHER days		

114 (Specify) _____

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

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 report, then BUYER shall have the right to terminate the AGREEMENT or request that the SELLER repair the specific existing 127 deficiencies noted on the written inspection report. In that event, BUYER agrees to immediately provide SELLER with a copy of 128 the written inspection and/or risk assessment report. Upon receipt of the inspection report and BUYER'S request of repairs, 129 SELLER will have the option to either agree to correct the deficiencies identified in the inspector's written report or decline to 130 do any repairs. If SELLER elects to correct the deficiencies, SELLER agrees to provide to BUYER prior to Title Transfer 131 with a certificate from a qualified risk assessor or inspector demonstrating that the deficiencies have been remedied. If the 132 133 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.

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

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

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





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

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

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

BUYER I HAS NOT (CHAPTER OF HOME")
 BUYER I HAS NOT (BUYER'S initials) received a copy of the EPA pamphlet entitled "PROTECT YOUR FAMILY
 FROM LEAD IN YOUR HOME" and a copy of the "DISCLOSURE ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT
 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 $\frac{3}{2}$ days from receipt.

MEGAN'S LAW: SELLER warrants that SELLER has disclosed to BUYER all notices received from the local Sheriff's department pursuant to Ohio's sex offender law. BUYER acknowledges that any such information may no longer be accurate and agrees to inquire with the local sheriff's office about sex offender registration. BUYER agrees to rely on solely BUYER'S own inquiry with 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.

CM 174 BUYER HAS NOT 06/04/16 (BUYER'S initials) received a copy of the Residential Property Disclosure Form. This offer is subject to the SELLER completing the Residential Property Disclosure Form and BUYER'S review and approval of the 175 information contained on the disclosure form within 3 days from receipt. SELLER shall pay all costs for the repair of any 176 water or gas line leak found between the street and foundation at the time of transfer or restoration of utilities. SELLER agrees 177 to comply with any and all local governmental point of sale laws and/or ordinances. SELLER will promptly provide BUYER 178 179 with copies of any notices received from government agencies to inspect or correct any current building code or health violations. If applicable, BUYER and SELLER shall have five (5) days after receipt by BUYER of all notices to agree in writing which 180 party will be responsible for the correction of any building code or health violation(s). In the event BUYER and SELLER cannot 181 agree in writing, this AGREEMENT may be declared null and void by either party. 182

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"):

SELLER and BUYER acknowledge and agree that Keller Williams Realty Greater Cleveland does not promote, endorse or approve of the referral or recommendation by its agents of any independent business in which the agent and/or any member of 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 compensation.

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

BINDING AGREEMENT: For purposes of this Agreement, "Days" shall be defined as calendar days. "Acceptance" shall occur when the latter of the parties signs this Agreement without making material change and then delivers either written or verbal notice of such signatures to the other party or the other party's agent. Upon Acceptance, this offer and all attachments and addenda, shall become an Agreement binding on BUYER and SELLER, their heirs, executors, administrators, and assigns. This Agreement shall be made part of or be used as the escrow instructions and shall be subject to the Escrow Agen<u>t</u>'s standard



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

		Addendum 🗖 House Sale Concurrency Ad
Lead Based Paint Addendum	Affiliated	Business Disclosure
The terms and conditions of any addenda supersede an	ny conflicting term	are made part of this Agroups of the Agreement.
dotoop verified O6/04/6 7:26PM ED FLLL-XD6H-FGBR-CL	T	U U
(BUYER)	Date	(E-MAIL ADDRESS)
(BUYER)	Date	(E-MAIL ADDRESS)
(ADDRESS AND ZIP CODE)		(TELEPHONE)
	—	
DEPOSIT RECEIPT: Receipt is hereby acknowledged of a	-	
Depositorv: (OR)	terms of the above of	Phone:
ACCEPTANCE: SELLER accepts the above offer and irre	evocably instructs the	
funds a commission of <u>\$2425</u> (<u>2.5 </u>	Poalty Greater Cla	voland at 20225 Chagrin Blyd Claveland
44122 and AS PER AGREEMENT		percent
purchase price to Realty Trust Services		(coo
broker, if any, at the following address)		
the sole procuring agents in this transaction.		
	7	
Luis R eRAZO	<u> </u>	
(SELLER) US r erazo (Jun 9, 2016)	Date	(E-MAIL ADDRESS)
Luis R eRAZO] Date	(E-MAIL ADDRESS)
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(SELLER) (SELLER) (SELLER) (SELLER) (ADDRESS AND ZIP CODE)	Date	(E-MAIL ADDRESS) (TELEPHONE) Name Sergio Picciuto
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Generation (SELLER) (SELLER) (ADDRESS AND ZIP CODE) (ADDRESS AND ZIP CODE) Selling Agent Name Torry McJunkins Tutin Selling Agent RE License # 2008002206 Telephone and email 216-469-5227 Torry@thecityteam.com Selling Brokerage Name Keller Williams Greater Cleveland Selling Brokerage License # REC: 2002014655	Date Listing Agent Listing Agent Listing Agent Listing Agent Listing Broker	(E-MAIL ADDRESS) (TELEPHONE) Name Sergio Picciuto RE License # 2011000511 d email 216-926-0135 rage Name
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