Residential Agent Full

Virtual Tour-Property Panorama

on to Brookway Lane. 2nd House on Right.

West of Ridge off Memphis. Right Turn of Rec. Center

MLS: 3802766 Active Residential 4247 Brookway Ln, Brooklyn, OH 44144 Area: 102-Brooklyn

Single Family Subtype:

Parcel ID: 431-21-024

Open Houses (1) Supplements (1)

Directions:

Sold Price: List Date:

\$104,900

List Price:

04/28/16 Twp: Brooklyn Subdiv: Brook Way Blv dList Date Rec: 04/28/16 County: Cuyahoga Pending Date:

Off Mkt Date: Closing Date: Contingent Dt: Exp. Date:

DOM/CDOM: 0/0

\$/SqFt: \$72.70

Recent Change: 04/28/2016: NEW

							School Dist:	Brooklyn CSD
Annual Taxes:	2224.70	Homestead:	No		Assessments:	Yes		3 TO THE STATE OF
# Bedrooms:	2	Approx Sqft/Source	:1443/Auditors Website		House Faces:	South	Disability Feat:	No
# Baths:	2 (2 0)	Tot Liv Area/Source	:		Exterior:	Vinyl	Elevator:	No
# Rooms:	6	Lot Size (acres):	0.0955 Irr	: No	Roof:	Asphalt/Fiberglass	Warranty:	No
# Fireplaces:	Ö	Lot Size Source:	Auditors Website		Year Built:	1959	Fixer Upper:	No
# Stories:	1	Lot Front/Depth:	1443		Construction:	Actual YBT	Public Trans:	
Full Bath level/#:	lower:1	main:1	upper:0				Avail for Auction	n: No
1/2 Bath level/#:	lower:	main:	upper:				Auction Date:	
Style:	Ranch				Dwelling Type:	Detached		
Basement:	Yes/Finished	1			Fence:	Chain Link		
Heating Type/Fuel:	30 Sept. 10				Nat Resource Rights:			
C - 11 T	Central Air				Water/Sewer:	Public Sewer, Public	Water	
Cooling Type: Garage # Cars:	2	Driveway:	Paved		Garage Feat:	Detached		
Exterior Features: Lot Description: View Description: Appliances/Equip: Amenities:	City View Dishwasher,	Oven, Range, Refri	gerator					
Room Name	Dim	Lvi	Wnd Trtmt Fire	olace	Flooring			
Great Room	34 x 24	Basement			Carpet			
Living Room	16 x 12	First	Yes		Wood			
Kitchen	14 x 10	First			Wood			
Dining Room	14 x 12	First			Wood			
Bedroom	11 x 10	First			Carpet			
Bathroom	11 x 5	First			Ceramic			
Bathroom	12 x 6	Basement			Ceramic			
Master Bath	20 x 12	First			Carpet			
Laundry Room	10 x 10				Laminate			
- Koom				tod	with New Cahine	ts, Counter Tops, New	Stove, Dishwash	er, Fridge, Vinv

Remarks: Turn Key Property with open floor plan. Completely updated with New Cabinets, Counter Tops, New Stove, Dishwasher, Fridge, Vinyl Windows, Vinyl siding, from top to bottom this home has it all! Features include Large Master bedroom with walk in closet, 2 full bathrooms fully updated with ceramic tile, full basement with separate laundry area and added storage, large family room, dining room, and Hardwood floors. Additional upgrades included insulated attic space with new ladder, large rear deck for entertaining and full fenced in yard with driveway gate. The 2 car garage offer extra room for storage. This home is a short distance from the Brooklyn Rec. Center, local churches, parks, playground, city buildings, fire station, and shopping. No neighbors behind this property next to green space of city recreation center. Short distance to I-71, I-90 and I-480. A Must See!

Office Information List Agent:	9165/Realty Trust Services, LLC 2011003065/Christopher C. Kaylor		(440) 427-0123 F:(866) 632-9006 (330) 840-1073 F:(440) 710-0971		http://https://www.facebook.com/ chrisckaylor@gmail.com		
Co-Lister: Showing Instruct: Showing Info:	Call Agent Text agent f	for showing instru	ctions or email quick	3308401073 Internet Listing:	Yes	List Type: Limited Service:	Exclusive Right No
Buy Broker Comp: Other Comp:	Dual	Occupied: Ownership: Comp Explain:	Owner Resident 3%	Show Add Pub: Show Add Client:	Yes Yes	Possession: Short Sale:	Negotiable No

Available Finance: Cash, Conventional, FHA/VA Notice Requested. Please remove shoes, Leave card, Accompany Buyers, Provide feedback. House Has everything done a must Broker Remarks: see.

Financed: \$104,900 Orig List Price: Comparable Information Sell Agent: 1 \$104,900 List Price: Closed By: Sold Price: Co-Seller: Seller Giveback: Selling Comments:

Date Printed: 04/28/2016 Information is Believed To Be Accurate But Not Guaranteed Prepared By: James M. Baisden



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.)

Prop	Property Address: 4247 Brookway In. Brooklyn Ohio 4 Buyer(s): Richard Greenwood	44144
Sell	Seller(s):	
	I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFEREN	T BROKERAGES
The	The buyer will be represented by AGENT(S), and	S.R.S. Realty
The	The seller will be represented by, and, and	BROKERAGE .
If tv	II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME I	BROKERAGE
repi	represent both the buyer and the seller, check the following relationship that will apply:	s) for the buyer and
	Agent(s) work(Agent(s) work(involved in the transaction, the broker and managers will be "dual agents", which is further As dual agents they will maintain a neutral position in the transaction and they will protect	s) for the seller. Unless personally explained on the back of this form.
	Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents and will be working for both the buyer and seller as "d on the back of this form. As dual agents they will maintain a neutral position in the transac confidential information. Unless indicated below, neither the agent(s) nor the brokerage achas a personal, family or business relationship with either the buyer or seller. If such a relationship with either the buyer or seller.	tion and they will protect all parties' ting as a dual agent in this transaction
Λα	Agent(s) and real estate brokerage	TE AGENT will
	be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agents form. As dual agents they will maintain a neutral position in the transaction and they winformation. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual personal, family or business relationship with either the buyer or seller. <i>If such a relations</i>	ency is further explained on the back of will protect all parties' confidential Il agent in this transaction has a
	represent only the (<i>check one</i>) \square seller or \square buyer in this transaction as a client. The other represent his/her own best interest. Any information provided the agent may be disclosed	er party is not represented and agrees to to the agent's client.
	CONSENT	
	I (we) consent to the above relationships as we enter into this real estate transaction. If the (we) acknowledge reading the information regarding dual agency explained on the back of	re is a dual agency in this transaction, I this form.
	BUYER/TENANT DATE SELLER/LANDLORD	DATE
	BUYER/TENANT DATE SELLER/LANDLORD	DATE



April 20, 2016

Richard J. Greenwood 4595 East 104th St Garfield Hts., OH 44125

Residential Mortgage Pre-Approval

Richard,

Based upon the information you provided, I am pleased to advise that you are pre-approved for a FHA residential mortgage loan of up to \$120,000.

This is not a commitment for a mortgage loan, and is subject to review and verification of the information you have supplied. This pre-approval will remain in effect for 60 days.

Once you have found a home that meets your needs and have executed a purchase agreement, please contact me so that we may proceed with an application for a mortgage loan.

This pre approval is subject to the following conditions:

- 1. Complete purchase agreement for the property, fully signed and dated by all parties to the transaction.
- 2. Satisfactory appraisal of the subject property.
- 3. Meeting the eligibility requirements for the loan product and program that you choose, (Loan products and underwriting guidelines are subject to change.)
- 4. Verification that no material change has occurred in your financial condition or creditworthiness subsequent to the issuance of this pre-approval.
- 5. Augustine Financial Services securing a first and best lien on the subject property.
- 6. Homeowners Insurance in an amount sufficient to cover the loan amount.
- Flood Insurance will be required if any part of the principal structure is located in Special Flood Hazard
 Areas zones A and V.
- 8. Satisfactory documentation of gift funds sufficient to cover required down payment and closing costs if applicable.

Thank you for your interest in placing your financing with Augustine Financial Services. I look forward to working with you. If there are any questions during the home shopping process, please feel free to contact me personally.

Sincerely,

7 SU MM Todd Urmson (216) 518-7268

turmson@augustinefinancialservices.net

Mortgage Loan Consultant NMLS# 1209746

Augustine Financial Services

DEPARTMENT OF COMMERCE



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 the inspection of generally inaccessible areas of the property. This form is required by Ohio Revised Code Section 5302.30.

PROFESSIONAL INSPECTIONS. POTENTIAL PURCHASERS ARE ENCOURAGED TO OBTAIN THEIR OWN SUBAGENT REPRESENTING THE OWNER. THIS FORM IS NOT A SUBSTITUTE FOR ANY THIS FORM IS NOT A SUBSTITUTE FOR ANY ACENT OR ACENT OR

Owner's sgent or subagent. The statements contained in this form are made by the owner and are not the statements of 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 of the owner to 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.

Purchaser's Initials Date 4-29-//A
Purchaser's Initials alsiting a state of the sta

Owner's Initials Date Date
Owner's Initials

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STATE OF OHIO DEPARTMENT OF COMMERCE

RESIDENTIAL PROPERTY DISCLOS	URE FORM
Pursuant to section 5302.30 of the Revised Code and rule 1301:5-6-10 of the Administration	strative Code.
TO BE COMPLETED BY OWNER (Please Print)	
TO BE COMPLETED BY OWNER (TELESETTIM)	Auga walled
Property Address: 4847 Brook way Lane, Brooklyn	, 0410, 99199
Owners Name(s): Sames Gottschling Date: 4-28-16 , 20/B	
James (60113011111)	
Owner X is is not occupying the property. If owner is occupying the property, si	ince what date:
Owner X is is not occupying the property. If owner is occupying the property, so	since what date:
If owner is not occupying the property,	
THE FOLLOWING STATEMENTS OF THE OWNER ARE BASED ON	NOWNER'S ACTUAL KNOWLEDGE
in the state of th	ariote haves):
A) WATER SUPPLY: The source of water supply to the property is (check approp	Unknown
Public Water Service Holding Tank	Other
Private Water Service Cistern	Other
Private Well Spring	
Shared Well Pond	
Do you know of any current leaks, backups or other material problems with the water No X If "Yes", please describe and indicate any repairs completed (but not longer the Is the quantity of water sufficient for your household use? (NOTE: water usage will very longer than the problems with the water water and the problems with the water not problems.	ian the place of Joseph.
B) SEWER SYSTEM: The nature of the sanitary sewer system servicing the prope	erty is (check appropriate boxes):
IXI Public Sewer LIPrivate Sewer	Septie Taik
Leach Field Acration Tank	Filtration Bed
Unknown Other 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 Yes \(\subseteq \text{No } \subseteq \subseteq if "Yes", please describe and indicate any repairs completed (but no subseteq \text{indicate any repairs completed (but no subset	with the sewer system servicing the property?
Information on the operation and maintenance of the type of sewage system serv department of health or the board of health of the health district in which the pr	roperty is located.
C) ROOF: Do you know of any previous or current leaks or other material proble	ems with the roof or rain gutters? LYes X No
If "Yes", please describe and indicate any repairs completed (but not longer than the	past 5 years):
D) WATER INTRUSION: Do you know of any previous or current water leakangement of the property, including but not limited to any area below grade, basement of "Yes", please describe and indicate any repairs completed:	ge, water accumulation, excess moisture or other or crawl space? Yes No
Owner's Initials 56 Date 4-8 Owner's Initials Date 0.4.55	Purchaser's Initials Date V-29-16 Purchaser's Initials Date
Owner's Initials Date	Purchaser's Initials Date

Property Address 9297 /S	ocloway Lune Brookly6 OH 44144
Do you know of any water or moisture relat condensation; ice damming; sewer overflow If "Yes", please describe and indicate any n	ted damage to floors, walls or ceilings as a result of flooding; moisture seepage; moisture w/backup; or leaking pipes, plumbing fixtures, or appliances? Yes No epairs completed:
Have you ever had the property inspected for "Yes", please describe and indicate whether	or mold by a qualified inspector?
	ntains mold. Some people are more sensitive to mold than others. If concerned about we a mold inspection done by a qualified inspector.
EXTERIOR WALLS): Do you know of a than visible minor cracks or blemishes) or cointerior/exterior walls?	DUNDATION, BASEMENT/CRAWL SPACE, FLOORS, INTERIOR AND any previous or current movement, shifting, deterioration, material cracks/settling (other other material problems with the foundation, basement/crawl space, floors, or be and indicate any repairs, alterations or modifications to control the cause or effect of any past 5 years):
Do you know of any previous or current if "Yes", please describe and indicate any re	fire or smoke damage to the property? Yes No epairs completed:
insects/termites in or on the property or any	ERMITES: Do you know of any previous/current presence of any wood destroying existing damage to the property caused by wood destroying insects/termites? Yes Nonspection or treatment (but not longer than the past 5 years):
C) MECHANICAL SYSTEMS: Do you	know of any previous or current problems or defects with the following existing
	not have the mechanical system, mark N/A (Not Applicable).
YES NO	
1) Electrical	8) Water softener
2) Plumbing (pipes)	a. Is water softener leased?
3) Central heating	9) Security System
4) Central Air conditioning	a. Is security system leased?
5) Sump pump	a. Is security system leased?
5) Sump pump	11) Built in appliances
7) Lawn sprinkler	12) Other mechanical systems
If the answer to any of the above questions	is "Yes", please describe and indicate any repairs to the mechanical system (but not longer
H) PRESENCE OF HAZARDOUS MAT	
1) Lead-Based Paint	Yes No Unknown
2) Asbestos	
3) Urea-Formaldehyde Foam Insulation 4) Radon Gas	
a. If "Yes", indicate level of gas if know b. Other toxic or hazardous substances if the answer to any of the above questions is property:	s "Yes", please describe and indicate any repairs, remediation or mitigation to the
Ourner's Initials T/ Data 4.20	7. 1
Owner's Initials J6 Date 425 Owner's Initials Date	Purchaser's Initials Date U-11-L

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"roperty Address	-
UNDERGROUND STORAGE TANKS/WELLS: Do you know of any underground storage tanks (existing or removed), o natural gas wells (plugged or unplugged), or abandoned water wells on the property? Yes No If "Yes", please describe:	il or
Do you know of any oil, gas, or other mineral right leases on the property? Yes X No	
Purchaser should exercise whatever due diligence purchaser deems necessary with respect to oil, gas, and other mineral r Information may be obtained from records contained within the recorder's office in the county where the property is local	ights.
J) FLOOD PLAIN/LAKE ERIE COASTAL EROSION AREA: Is the property located in a designated flood plain? Is the property or any portion of the property included in a Lake Erie Coastal Erosion Area? Unknow X	'n
K) DRAINAGE/EROSION: Do you know of any previous or current flooding, drainage, settling or grading or erosion problems feeting 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):	lems
L) ZONING/CODE VIOLATIONS/ASSESSMENTS/HOMEOWNERS' ASSOCIATION: Do you know of any violations building or housing codes, zoning ordinances affecting the property or any nonconforming uses of the property? Yes No If "Yes", please describe:	of
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:	
Do you know of any recent or proposed assessments, fees or abatements, which could affect the property? Yes No If "Yes", please describe:	
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 propert including but not limited to a Community Association, SID, CID, LID, etc. If "Yes", please describe (amount)	y,
M) BOUNDARY LINES/ENCROACHMENTS/SHARED DRIVEWAY/PARTY WALLS: Do you know of any of the	NO. CONTRACTOR CONTRAC
following conditions affecting the property? Yes No Yes	No
1) Boundary Agreement 2) Boundary Dispute 3) Recent Boundary Change If the answer to any of the above questions is "Yes", please describe:	X X X
N) OTHER KNOWN MATERIAL DEFECTS: The following are other known material defects in or on the property:	
For purposes of this section, material defects would include any non-observable physical condition existing on the property that c 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 56 Date 4-88 Owner's Initials 56 Date 4-98	21-16

Property Address 4247 Brook way Caye, Brook 144, 84, 44/44

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:	DATE: 4-25
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 <u>prior</u> 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.

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

Lead War	nino s	Statem	ient

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.

for p	operty Address: 4247 Baokway LN Brooklyn, of		
ric	44144		
Sell	ler'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 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.		
Pu	rchaser'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) Rose waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.		
Ag	ent's Acknowledgment		
(f)	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.		
Ce	rtification of Accuracy		
Th	e following parties have reviewed the information above and certify, to the best of their knowledge, that the		
int	ormation they have provided is true and accurate.		
72	Date Seller Date		
2	Relifer 4-29-16		
Pu	orchased to other y-28-16 Purchaser 4-d9-16		
Ag	Date Agent Date		





PURCHASE AGREEMENT OFFER, RECEIPT AND ACCEPTANCE

BUYER The undersigned Rula	rd Greenwo	od	offers to buy
PROPERTY located at 4241	Brookway &	<u>Sn.</u>	
City Brooklam	0	, Ohío, Zip	14144
City Brooklyn Permanent Parcel No. 431-21-02	4 , and further	described as being: _0	ingle fam.
The property, which BUYER accepts in appurtenant rights, privileges and ease now on the property: all electrical, heat awnings, screens, storm windows, curtontrol unit, smoke detectors, garage of the following items shall also remain: dishwasher; washer; dryer; right; fireplace tools; screen; gas log wood burner stove inserts; gas log	ments, and all buildin ting, plumbing and batain and drapery fixtu loor opener(s) and	gs and fixtures, including throom fixtures; all wir res; all landscaping, di controls; all perange and oven; microdow air conditioner; all existing windows	ng such of the following as andow and door shades, blin sposal, TV antenna, rotor a termanently attached carpetion rowave; witchen refrigeration of the control air conditioning; witchen the control air conditioning; witchen the conditioning of the control air conditioning; witchen the conditioning of the control air
NOT included:			
BUYER's receipt of said copy of the re SELLER's agent. BUYER shall deposit PRICE BUYER shall pay the sum of Payable as follows:	earnest money within	four (4) days of becom	ling the primary offer.
Earnest money paid to Broker will be dinterest bearing trust account and purchase price. Check to be deposited immediately and the control of the control o	credited against \$ liately upon the		
formation of a binding AGREEM below on lines 231-238. Note to be redeemed within for formation of a binding AGREEM below on lines 231-238.	ENT, as defined ur (4) days after IENT, as defined		
Cash to be deposited in escrow			
Mortgage loan to be obtained by BUYE			
CONVENTIONAL, FHA, VA, C	I OTHEK		
FINANCING BUYER shall make a war after acceptance and shall obtain a despite BUYER's good faith efforts, the and void. Upon signing of a mutual relation to the BUYER without any further liability.	commitment for that lated at commitment has no ease by SELLER and	ot been obtained, then BUYER, the earnest r	this AGREEMENT shall be noney deposit shall be return
Approved by CABOR, LoCAR, LCAR and GcCAR Revised May 1, 2000		ROG 4:2	29-16

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SELLER'S INITIALS AND DATE

BUYER'S INITIALS AND DATE

© Form 100

43 44 45 46	NOTE: In the event of a dispute between SELLER and BUYER over the return or forfeiture of earnest money held in escrow by a Broker, the Broker is required by state law to retain said funds in the Broker's trust or escrow account until a written release from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competent jurisdiction.
47 48 49	CLOSING All funds and documents necessary for the completion of this transaction shall be placed in escrow with the lending institution or escrow company on or before $5-2$, and title shall be transferred on or about $3-3$, 2016 .
50 51 52 53 54	POSSESSION SELLER shall deliver possession to BUYER on <u>5-3</u> (date) at <u>\260</u> (time) AM TPM, provided the title has transferred. Subject to BUYER's rights, if any, the premises may be occupied by the SELLER free for (O) days. Additional <u>\(MA \)</u> days at a rate of \$ - \(D \) per day. Payment and collection of fees for use and occupancy after transfer of title are the sole responsibility of SELLER and BUYER.
55 56 57 58 59 60 61 62 63 64 65 66 67	TITLE SELLER shall convey a marketable title to BUYER by general warranty deed and/or fiduciary deed, if required, with dower rights released, free and clear of all liens and encumbrances whatsoever, except a) any mortgage assumed by BUYER, b) such restrictions, conditions, easements (however created) and encroachments as do not materially adversely affect the use or value of the property, c) zoning ordinances, if any, and d) taxes and assessments, both general and special, not yet due and payable. SELLER shall furnish an Owner's Fee Policy of Title Insurance from
68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84	PRORATIONS General taxes, annual maintenance fees, subdivision charges, special assessments, city and county charges and tenant's rents shall be prorated as of the date of the title transfer. Taxes and assessments shall be prorated based upon the latest available tax duplicate. However, if the tax duplicate is not yet available or the improved land is currently valued as land only, taxes and assessments shall be prorated based upon 35% of the selling price times the millage rate. The escrow agent is instructed to contact the local governmental taxing authority, verify the correct tax value of the property as of the date of title transfer and pay the current taxes due to the date of the title transfer. If the property being transferred is new construction and recently completed or in the process of completion at the time the AGREEMENT was signed by the parties, the escrow agent is instructed to make a good faith estimate of the taxes to be owed on the value of the improved property to the date of title transfer and reserve sufficient funds in escrow 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 they receive notice from the local county auditor that the taxes on the land and improvements have been paid in full to the date of title transfer. BUYER acknowledges that the latest available tax duplicate may not reflect the accurate amount of taxes and assessments that will be owed. SELLER agrees to reimburse BUYER directly outside of escrow for any increase in valuation and the cost of all passed or levied, but not yet certified, taxes and assessments, if any, prorated to the date of title transfer. SELLER is not aware of any proposed taxes or assessments, public or private, except the following:
85 86	In the event the property shall be deemed subject to any agricultural tax recoupment (C.A.U.V.),
87 88 89 90 91 92 93 94 95	CHARGES/ESCROW INSTRUCTIONS This AGREEMENT shall be used as escrow instructions subject to the Escrow Agent's usual conditions of acceptance. SELLER shall pay the following costs through escrow: a) real estate transfer tax, b) any amount required to discharge any mortgage, lien or incumbrance not assumed by BUYER, c) title exam and one-half the cost of insuring premium for Owners Fee Policy of Title Insurance, d) prorations due BUYER, e) Broker's commissions, f) one-half of the escrow fee and g) other collection. (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
	Approved by CABOR, LoCAR, LCAR and GeCAR Revised May 1, 2000 Page 2 of 6 SELLER'S INITIALS AND DATE Revised May 1, 2000 SELLER'S INITIALS AND DATE OF Form 100

© Form 100

96 97 98	whichever is to the SELLER's BUYER.	ater. The escrow agent shall withhold \$ 300. from the final water and sewer bills. Tenant security deposits, if any, shall be security deposits.	m the procee	eds due SELLER for ed in escrow to the
99	BUYER shall	pay the following through escrow (unless prohibited by VA/FHA	regulations)	a) one-half of the
100	escrow fee b)	one-half the cost of insuring premiums for Owners Fee Policy of	Title Insurar	nce; c) all recording
101	fees for the de	ed and any mortgage, and d) other		
102		. BUYER shall secure	e new insura	nce on the property.
103 104 105 106	BUYER which	owledges the availability of a LIMITED HOME WARRANTY PROG ID will to will not be provided at a cost of \$ charge sing. SELLER and BUYER acknowledge that this LIMITED HOME v existing defects in the property. Broker may receive a fee from the l	ed to 🖸 SELL WARRANTY	ER D BUYER from PROGRAM will not
107 108	CI The SELLE Settlement Sta	ER(s) hereby authorize and instruct the escrow agent to send a catement to the Brokers listed on this AGREEMENT promptly after cl	copy of their osing.	fully signed HUD1
109 110	☐ The BUYE	R(s) hereby authorize and instruct the escrow agent to send a catement to the Brokers listed on this AGREEMENT promptly after cl	copy of their osing.	fully signed HUD1
111 112 113 114 115 116 117 118 119	BUYER's cho sole responsit any and all lia BUYER ackn understands t apparent and agents do not that it is BUY	This AGREEMENT shall be subject to the following inspection ice within the specified number of days from formation of binding Ability to select and retain a qualified inspector for each requested in ability regarding the selection or retention of the inspector(s). If BU's owledges that BUYER is acting against the advice of BUYER that all real property and improvements may contain defects and which may affect a property's use or value. BUYER and SELLER a guarantee and in no way assume responsibility for the property's cER's own duty to exercise reasonable care to inspect and make detectors regarding the condition and systems of the property.	AGREEMEN' spection and YER does not all conditions agree that the condition. But the condition is the condit	T. BUYER assumes if releases Broker of ot elect inspections, and broker. BUYER that are not readily the REALTORS® and IYER acknowledges
121 122	INSPECTION NECESSARIL	S REQUIRED BY ANY STATE, COUNTY, LOCAL GOVERN LY ELIMINATE THE NEED FOR THE INSPECTIONS LISTED BELO	MENT OR DW.	FHA/VA DO NOT
123 124 125	maiver /	(initials) BUYER elects to waive each professional "YES." Any failure by BUYER to perform any inspection indicated "dishall be deemed absolute acceptance of the Property by BUYER is	'YES" hereir	is a waiver of such
126	Choice	Inspection		ense
127	Yes No		BUYER's	SELLER's
128		ENERAL HOME days from formation of AGREEMENT		
129		EPTIC SYSTEM days from formation of AGREEMENT		
130	,	VATER POTABILITY days from formation of AGREEMENT		
131		VELL FLOW RATE days from formation of AGREEMENT		
131		ADON days from formation of AGREEMENT		
133	,	THER days from formation of AGREEMENT		
134	u u v	days non formation of vice desired.		
135 136 137 138 139 140	inspection con the property since SELLER of at SELLER's defects NOT	spection requested, BUYER shall have three (3) days to elect one ntingency and accept the property in its "AS IS" PRESENT PHYS subject to SELLER agreeing to have specific items, that were either or identified in a written inspection report, repaired by a qualified con expense; or c) Terminate this AGREEMENT if written inspection previously disclosed in writing by the SELLER and any cooperating ty is accepted in its "AS IS" PRESENT PHYSICAL CONDITION.	ICAL COND previously di ntractor in a report(s) ide real estate B DN, BUYER	ITION; or b) Accept sclosed in writing by professional manner entify material latent roker. agrees to sign an
142	Amendment 7	TO Purchase AGREEMENT removing the inspection contingency an OR, LoCAR, LCAR and GeCAR, Cuyahoga County Bar Association	d this AGRE 1-29-16	EMENT will proceed © Form 100

197 198 199 200 201 202 203	CONDITION OF PROPERTY BUYER has examined the property and agrees that the property is being purchased in its "AS IS" PRESENT PHYSICAL CONDITION including any defects disclosed by the SELLER on the state of Ohio Residential Property Disclosure Form or identified by any inspections requested by either party. SELLER agrees to notify BUYER in writing of any additional disclosure items that arise between the date of acceptance and the date of recording of the deed. BUYER has not relied upon any representations, warranties or statements about the property (including but not limited to its condition or use) unless otherwise disclosed on this AGREEMENT or on the Residential Property Disclosure Form.		
204 205	BUYER HAS(BUYER's initials) received a copy of the Residential Property Disclosure Form signed by SELLER on(date) prior to writing this offer.		
206 207 208 209	BUYER HAS NOT (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 information contained on the disclosure form within days from receipt.		
210 211 212 213 214 215 216	SELLER shall pay all costs for the repair of any gas line leak found between the street and foundation at the time of transfer of utilities. SELLER agrees to comply with any and all local governmental point of sale laws and/or ordinances. SELLER will promptly provide BUYER with copies of any notices received from governmental agencies to inspect or correct any current building code or health violations. If applicable, BUYER and SELLER shall have (3) days after receipt by BUYER of all notices to agree in writing which party will be responsible for the correction of any building code or health violation(s). In the event BUYER and SELLER cannot agree in writing, this AGREEMENT can be declared null and void by either party.		
217 218 219 220 221 222 223 224 225	Property Disclosure Form and agrees to hold the Broker(s) and their agents harmless from any misstatements or errors made by the SELLER on the form. BUYER also acknowledges and agrees that the Broker(s) and their agents have no obligation to verify or investigate the information provided by the SELLER on that form. BUYER hereby acknowledges that any representation by SELLER or the real estate agent(s) regarding the square footage of the rooms, structures or lot dimensions, homeowners fees, public and private assessments, utility bills, taxes and special assessments are approximate and not guaranteed. Please list any and all verbal representations made by Broker(s) or their agents that you relied upon when purchasing this property (if none, write "none").		
226 227 228 229 230	DAMAGE If any building or other improvements are destroyed or damaged in excess of ten percent of the purchase price prior to title transfer, BUYER may either accept the insurance proceeds for said damage and complete this transaction or may terminate this AGREEMENT and receive the return of all deposits made. If such damage is less than ten percent of the purchase price, SELLER shall restore the property to its prior condition.		
231 232 233 234 235 236 237 238	BINDING AGREEMENT Upon written acceptance and then either written or verbal notice of such acceptance to the last-offering party, this offer and any addenda listed below shall become a LEGALLY BINDING AGREEMENT UPON BUYER AND SELLER and their heirs, executors, administrators and assigns and shall represent the entire understanding of the parties regarding this transaction. All counter-offers, amendments, changes or deletions to this AGREEMENT shall be in writing and be signed by both BUYER and SELLER. Facsimile signatures shall be deemed binding and valid. This AGREEMENT shall be used as escrow instructions subject to the Escrow Agent's usual conditions of acceptance. For purposes of this AGREEMENT, "days" shall be defined as calendar days. This AGREEMENT is a legally binding contract. If you have any questions of law, consult your attorney.		
239 240 241 242 243	ADDENDA The additional terms and conditions in the attached addenda Agency Disclosure Form Residential Property Disclosure Form VA FHA FHA Home Inspection Notice Condo House Sale Contingency Addendum House Sale Concurrency Addendum Lead Based Paint Other are made part of this AGREEMENT. The terms and conditions of any addenda supersede any conflicting terms in the purchase AGREEMENT.		

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143 in full force and effect. If the property is accepted subject to the SELLER repairing specific defects, BUYER shall 144 provide to SELLER a copy of the inspection report(s) and sign an Amendment To Purchase Agreement removing 145 the inspection contingency and identifying the defects which are to be repaired. SELLER and BUYER shall have 146 three (3) days from SELLER's receipt of the written list of defects and the inspection report(s) to agree in writing 147 which defects, if any, will be corrected at SELLER's expense. If a written AGREEMENT is not signed by SELLER 148 and BUYER within those three (3) days, this AGREEMENT is 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 150 latent defects in the property, BUYER shall provide a copy of the written inspection report to the SELLER and 151 both parties agree to promptly sign a mutual release. Upon signing of a mutual release by SELLER and BUYER, 152 the earnest money deposit shall be returned to the BUYER without any further liability of either party to the other 153 or to Broker(s).

The BUYER and SELLER can mutually agree <u>IN WRITING</u> to extend the dates for inspections, repairs, or to exercise 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.

157 Yes PEST/WOOD DESTROYING INSECTS An inspection of all structures on said premises shall be 158 159 made by a licensed inspection or exterminating agency of DBUYER's or DSELLER's choice at DBUYER's 160 DSELLER's expense and such agency's written report shall be made available to the BUYER before closing. If 161 such report shows existing infestation or damage by pests, termites or wood destroying insects, treatment of the 162 condition shall be made by a licensed exterminating agency which shall furnish a certificate of guarantee for a 163 period of at least one year in the case of termites and a certificate of guarantee for a period of at least 60 days in 164 the case of wood destroying insects. ALL REPAIRS AND TREATMENT COSTS SHALL BE PAID BY THE DBUYER 165 OR SELLER (unless FHA/VA regulations prohibit payment of inspection by BUYER, in which case SELLER 166 shall pay the cost.) This AGREEMENT may be voided by the party paying for the repair, if it exceeds \$500.00.

Yes LEAD BASED PAINT BUYER shall have the right to have a risk assessment or inspection of the property by a qualified inspector, for the presence of lead-based paint and/or lead based paint hazards at BUYER's expense within ten (10) days after formation of a binding AGREEMENT. (Intact lead-based paint that is in good condition is not necessarily a hazard. See EPA pamphlet "Protect Your Family From Lead In Your Home" for more information.) In the event existing deficiencies or corrections are identified by the inspector in their written report, BUYER shall have the right to terminate the AGREEMENT or request that the SELLER repair the specific existing deficiencies noted on the written inspection report. In that event, BUYER agrees to immediately provide the specific existing deficiencies noted on the written inspection report. In that event, BUYER agrees to immediately provide SELLER with a copy of the written inspection and/or risk assessment report. Upon receipt of the inspection report and BUYER's request of repairs, SELLER will have the option to either agree to correct the deficiencies identified in the inspector's written report or decline to do any repairs. If SELLER elects to correct the deficiencies, SELLER agrees to provide to BUYER prior to Title Transfer with a certificate from a qualified risk assessor or inspector demonstrating that the deficiencies have been remedied. If the SELLER declines to correct the deficiencies, BUYER may elect to terminate the AGREEMENT or accept the property in its "AS IS" condition. BUYER may remove this right of inspection at any time without SELLER's consent.

"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)." This offer is subject to the SELLER
completing the disclosure form and BUYER's review and approval of the information contained on the disclosure
form within ______ days from receipt.

MEGAN'S LAW SELLER warrants that SELLER has disclosed to BUYER all notices received pursuant to Ohio's sex offender law. The BUYER acknowledges that the information disclosed may no longer be accurate and agrees to inquire with the local sheriff's office. BUYER agrees to assume the responsibility to check with the local sheriff's office for additional information. BUYER will rely on BUYER's own inquiry with the local sheriff's office as to registered sex offenders in the area and will not rely on SELLER or any real estate agent involved in the transaction.

Approved by CABOR, LoCAR, LCAR and GeCAR Revised May 1, 2000

RJG

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BUYER THAS

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SELLER'S INITIALS AND DATE

PSG- 4-29-16 BUYER'S INITIALS AND DATE

(BUYER's initials) received a copy of the EPA pamphlet entitled "PROTECT

(BUYER)	(ADDRESS AND ZIP CODE)	1119 611 K ON10 19125
,		
(BUYER)	2/6-400-1085	<u>4-29-16</u> (DATE)
(BUTER)	(PHONE NO.)	(DATE)
DEPOSIT RECEIPT Receip subject to terms of the above	t is hereby acknowledged, of \$_ • O offer.	- □ check □ note, earnest mo
Ву:	Office:	Phone:
ACCEPTANCE SELLER accepts the above offer and irrevocably instructs the escrow agent to pay fr		
SELLER's escrow funds a commission of		
of the purchase price to	R.S. Realta	(Bro
7660 S.O.M. Cente	Rd Dolon Ohio 44/3	(Bro 9 216-210-9800 (Addre
and		percent (%) of
purchase price to		(Brol
		(Addre
as the sole procuring agents		(Addre
(PRINT SELLER'S NAME)	(PHONE NO.)	(DATE)
(SELLER)	(ADDRESS AND ZIP CODE	
(PRINT SELLER'S NAME)	(PHONE NO.)	(DATE)
The following information is Brokers or their agents and is	provided solely for the Multiple Listing and not part of the terms of the Purchase AC	Services' use and will be completed by GREEMENT.
Multiple Listing Information		
(Listing agent name)	(Listing agent license #)	
ig agont hamo/	(Listing agent needse #)	
(Listing broker name)	(Listing broker office #)	
Living broker hattie	(Listing broker office #)	
Selling agent name)	(Selling agent license #)	
coming agont name)	(Selling agent license #)	
Selling broker name)	(Colling backet of an	
Opining DIONEL Hallies	(Selling broker office #)	