



OFFER TO PURCHASE REAL ESTATE AND ACCEPTANCE

1 **BUYER:** The undersigned Jeneane Vaughn offers to buy the following
 2 described property located at: 4577 East Berwald Road,
 3 South Euclid, Ohio, (the "Property"). Permanent Parcel No. 702-26-033

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: all
 6 electrical, heating, plumbing and bathroom fixtures; all window and door shades, blinds, awnings, screens, storm windows,
 7 curtain and drapery fixtures; all landscaping, disposal, smoke detectors, garage door opener(s) and _____ controls; all
 8 permanently attached carpeting. The following items shall also remain: satellite dish; range and oven microwave; kitchen
 9 refrigerator; dishwasher; washer; dryer radiator covers; window air conditioner; central air conditioning; gas grill;
 10 fireplace tools; screen; glass doors fireplace grates all existing window treatments; ceiling fan(s); wood burner stove
 11 inserts; gas logs; and water softener.

12
 13 **Also included:** NOTE ... kitchen appliances are stainless steel.

14 **NOT included:** _____

15 This offer is SUBJECT to SELLER(S) concessions for the BUYER(S) closing costs, points and/or prepaids of \$4,00000

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

21
 22 **PRICE:** BUYER shall pay the sum of \$76,900.00
 23 payable as follows:

24
 25 **Earnest Money** paid to Escrow Agent or Broker will be deposited
 26 in a non-interest bearing trust account and credited
 27 against purchase price: \$1,000.00

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

30
 31 Cash down payment to be deposited in escrow: \$Bal of 3.5%

32
 33 Mortgage loan to be obtained by BUYER: \$PER LENDER

34
 35 CONVENTIONAL, FHA, VA, CASH, OTHER _____

36 **FINANCING:** This offer is conditioned upon BUYER making a written application for the above mortgage loan within
 37 five days after Acceptance, as hereinafter defined, and obtaining a written commitment for that loan on or about
 38 07/01/2016. If, despite BUYER'S good faith efforts, that commitment is not timely obtained, then this AGREEMENT
 39 shall be null and void. Upon signing of a mutual release by SELLER and BUYER, the earnest money deposit shall be returned to
 40 the BUYER without any further liability of either party to the other or to Broker and their agents. If within two years from the date
 41 the earnest money was deposited with the Depository, the parties have not provided the Depository with such signed instructions
 42 or written notice that such legal action to resolve the dispute has been filed, the Depository shall return the earnest money to BUYER
 43 with no further notice to Seller.

44
 45
 46 **CLOSING:** All funds and documents necessary for the completion of this transaction shall be placed in escrow with the lending
 47 institution or escrow agent on or ~~before~~ about 07/13/2016 and title shall be transferred on or about
 48 07/14/2016

49 **POSSESSION:** SELLER shall deliver possession and occupancy to BUYER on or before 6:00 p.m., 0 day(s) after recording
50 of the Deed or 07/14/2016 whichever is later. BUYER agrees to transfer utilities commencing on the
51 date of possession.

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

63
64
65 **PRORATIONS:** Tenant security deposits, if any, shall be credited to BUYER through escrow. Rents, if any, taxes and assessments,
66 and Homeowners Association fees and assessments, if any, shall be prorated by the Escrow Agent as of the date of recording of the
67 Deed. Taxes and assessments shall be prorated based upon the latest available tax duplicate. The parties are advised to consult
68 with the county auditor's office about the status of the Property taxes as the latest available tax duplicate may not accurately reflect
69 the amount of taxes owed. The parties agree to adjust directly any changes in proration when the tax duplicate for the calendar year
70 of closing becomes available. If the Property is new construction and recently completed or in the process of completion at the
71 time of the Agreement, then the Escrow Agent is instructed to make a good faith estimate of the taxes to be owed on the value of
72 the improved Property to the date of title transfer and reserve sufficient funds in escrow from SELLER'S net proceeds to pay those
73 taxes when they become due and payable after title transfer. The Escrow Agent is instructed to release the balance of the funds on
74 reserve once it receives notice from the county auditor that the taxes on the land and improvements have been paid in full to the
75 date of title transfer. The Escrow Agent shall withhold \$ 200.00 from SELLER to secure payment of final water and sewer
76 charges, if any. The Escrow Agent is instructed to either pay said charges or verify SELLER'S payment of said charges and remit
77 any balance to SELLER. In the event the Property shall be deemed subject to any agricultural tax recoupment (C.A.U.V.) BUYER
78 SELLER agrees to pay the amount of such recoupment.

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

88
89 BUYER shall pay the following through escrow (unless prohibited by VA/FHA regulations): a) one-half of the escrow fee; b) one-half
90 the cost of insuring premiums for Owners Fee Policy of Title Insurance; c) all recording fees for the deed and any mortgage; and d)
91 other SEE ADDENDUM

92
93 BUYER acknowledges the availability of a LIMITED HOME WARRANTY PROGRAM with a deductible paid by BUYER which will
94 will not be provided from Americas Preferred Home Warranty, Inc. or _____ at a cost
95 of \$435.00 which shall be charged to SELLER BUYER through escrow at title transfer. The parties
96 acknowledge that the limited home warranty does not cover pre-existing defects in the Property and that Broker may receive a fee
97 from the warranty provider.


98
99 **INSPECTION:** This Agreement shall be subject to the following inspection(s) by a professional inspector of BUYER'S choice within
100 the specified number of days **from the date of Acceptance**, as herein defined. BUYER agrees that BUYER is solely
101 responsible for retaining a professional inspector for each requested inspection and releases Broker and its agents from any and all
102 liability regarding the selection or retention of inspector(s).

103
104 **If BUYER does not elect inspections, BUYER acknowledges that BUYER is acting against the advice of BUYER'S agent**
105 **and Broker. BUYER understands that all real property and improvements may contain defects and conditions that are**
106 **not readily apparent and which may affect a property's use or value. The parties agree that the brokers and agents do not**
107 **guarantee and in no way assume responsibility for the Property's condition. BUYER acknowledges that it is BUYER'S own**
108 **duty to exercise reasonable care to inspect and make diligent inquiry of the SELLER or BUYER'S inspectors regarding the**
109 **condition and systems of the Property. INSPECTIONS REQUIRED BY ANY STATE, COUNTY, LOCAL GOVERNMENT OR**
110 **FHA/VA DO NOT REPLACE THE NEED FOR BUYER INSPECTIONS.**

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Choice		Inspection	Expense	
Yes	No		BUYER	SELLER
<input checked="" type="checkbox"/>	<input type="checkbox"/>	GENERAL HOME <u>5</u> days	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	SEPTIC SYSTEM <u>5</u> days	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	WATER POTABILITY _____ days	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	WELL FLOW RATE _____ days	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	RADON <u>5</u> days	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	OTHER <u>6</u> days	<input checked="" type="checkbox"/>	<input type="checkbox"/>

(Specify) "OTHER" inspections per the recommendation of the General Home inspector _____

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.

After each inspection requested, BUYER shall have three (3) days to 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 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) and sign an Amendment to Purchase Agreement removing the inspection contingency and identifying the defects which are to be repaired. SELLER and BUYER shall have three (3) days from SELLER'S receipt of the written list of defects and the 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 sign a mutual release. If the BUYER elects to terminate this Agreement based upon newly discovered material latent defects in 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.

Yes No
 PEST/WOOD DESTROYING INSECTS: An inspection of all structures on said premises shall be made by a licensed inspection or exterminating agency of BUYER'S or SELLER'S choice at BUYER'S SELLER'S expense and such agency's written report shall be made available to the BUYER before closing. If such report shows existing infestation or damage by pests, termites or wood destroying insects, treatment of the condition shall be made by a licensed exterminating agency which shall furnish a certificate of guarantee for a period of at 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 destroying insects. ALL REPAIRS AND TREATMENT COSTS SHALL BE PAID BY THE BUYER OR SELLER (unless FHA/VA regulations prohibit payment of inspection by BUYER, in which case SELLER shall pay the cost.) This AGREEMENT may be voided by the party paying for the repair and treatment if the cost exceeds \$500.00.

Yes No
 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. 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 a written report, then 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 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.

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

178
179 BUYER HAS NOT ^{05/28/16} [] [] (BUYER'S initials) received a copy of the EPA pamphlet entitled "PROTECT YOUR FAMILY FROM
180 LEAD IN YOUR HOME" and a copy of the "DISCLOSURE ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS
181 (disclosure form)." This offer is subject to the SELLER completing the disclosure form and BUYER'S review and approval of the
182 information contained on the disclosure form within 1 days from receipt.
183

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

188
189 **CONDITION OF PROPERTY:** BUYER has examined the Property and agrees that the Property is being purchased in its "AS IS"
190 PRESENT PHYSICAL CONDITION, including any defects disclosed by the SELLER on the State of Ohio Residential Property
191 Disclosure Form. SELLER agrees to notify BUYER in writing of any additional disclosure items that arise between the date of
192 Acceptance as herein defined and the date of recording of the deed.
193

194 BUYER HAS [] [] (BUYER'S initials) received a copy of the Residential Property Disclosure Form signed by SELLER
195 on _____ (date) prior to writing this offer.
196

197 BUYER HAS NOT ^{05/28/16} [] [] (BUYER'S initials) received a copy of the Residential Property Disclosure Form. This offer
198 is subject to the SELLER completing the Residential Property Disclosure Form and BUYER'S review and approval of the information
199 contained on the disclosure form within 1 days from receipt. SELLER shall pay all costs for the repair of any gas line leak
200 found between the street and foundation at the time of transfer of utilities. SELLER agrees to comply with any and all local
201 governmental point of sale laws and/or ordinances. SELLER will promptly provide BUYER with copies of any notices received from
202 government agencies to inspect or correct any current building code or health violations. If applicable, BUYER and SELLER shall
203 have FIVE (5) days after receipt by BUYER of all notices to agree in writing which party will be responsible for the
204 correction of any building code or health violation(s). In the event BUYER and SELLER cannot agree in writing, this AGREEMENT
205 may be declared null and void by either party.
206

207 **REPRESENTATIONS AND DISCLAIMERS:** BUYER acknowledges that the SELLER has completed the Residential Property
208 Disclosure Form and agrees to hold the Broker(s) and their agents harmless from any misstatements, errors or omissions made by
209 the SELLER. BUYER also acknowledges and agrees that the Broker(s) and their agents have no obligation to verify or
210 investigate the information provided by the SELLER on that form. BUYER has not relied on any representation by the Broker(s)
211 and/or any agent(s) regarding the use or condition of the Property, square footage, zoning, lot dimensions, homeowners' fees, public and
212 and private assessments, utility bills, taxes or special assessments except as listed below (if none, indicate "none"):
213

214 NONE KNOWN
215

216 **DAMAGE:** If improvements to the Property are destroyed or damaged in excess of ten percent (10%) of the purchase price prior
217 to title transfer, then BUYER may either accept the insurance proceeds for said damage and complete this transaction or
218 terminate this Agreement and receive the return of all deposits made. If such damage is less than ten percent of the purchase
219 price, then SELLER shall restore the Property to its prior condition.
220

221 **EARNEST MONEY:** Unless otherwise specified herein, the Earnest Money shall be retained in the Broker's trust account until
222 title transfer, at which time the parties agree that it will be applied to any commission due to the Broker. Earnest Money in
223 excess of the Broker's earned commission shall be forwarded to the Escrow Agent in advance of title transfer. In the event of
224 a dispute over the Earnest Money, the parties acknowledge and agree that the Broker shall, as required by Ohio law, hold
225 Earnest Money in the Broker's non-interest bearing trust account pending the Broker's receipt of either: (1) mutual written
226 authorization of the parties as to disbursement; or (2) a final court order authorizing disbursement of the funds.
227

228 **BINDING AGREEMENT:** For purposes of this Agreement, "Days" shall be defined as calendar days. "Acceptance" shall occur when
229 the latter of the parties signs this Agreement without making material change and then delivers either written or verbal notice of such
230 signatures to the other party or the other party's agent. Upon Acceptance, this offer and all attachments and addenda, shall become
231 an Agreement binding on BUYER and SELLER, their heirs, executors, administrators, and assigns. This Agreement shall be made
232 part of or be used as the escrow instructions and shall be subject to the Escrow Agent's standard conditions of escrow not
233 inconsistent herewith. The terms, covenants, conditions, and provisions of this Agreement to be performed by SELLER shall survive
234 delivery and recording of the Deed.
235

236 **ADDENDA:** The additional terms and conditions in the attached addenda Agency Disclosure Form Residential Property
237 Disclosure Form VA FHA FHA Home Inspection Notice "For Your Protection" Condominium Addendum Walk
238 through House Sale Contingency Addendum House Sale Concurrency Addendum Lead Based Paint Addendum
239 Other ADDENDUM _____ are made part of this Agreement. **The terms and conditions of any addenda**
240 **supersede any conflicting terms of the Agreement.**

241 Jeneane Vaughn dotloop verified 05/28/16 10:45PM EDT UIWE-P09U-A643-ULA4 Jeneane.Vaughn@yahoo.com
242 (BUYER) Date (ADDRESS AND ZIP CODE) (E-MAIL ADDRESS)
243

244
245 _____ 216-973-7389
246 (BUYER) Date (Telephone) (E-MAIL ADDRESS)
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250 **DEPOSIT RECEIPT:** Receipt is hereby acknowledged of a check made payable to _____ serving as
251 Depository; (OR) note in for the earnest money, subject to terms of the above offer.

252 By: Corinne Bozin-Grizzell dotloop verified 05/28/16 10:55PM EDT T8XO-HEYW-JSIV-BO6N Office: Keller Williams Realty GCSW Phone: 440-572-1200
253
254

255 **ACCEPTANCE:** SELLER accepts the above offer and irrevocably instructs the escrow agent to pay from SELLER'S escrow funds
256 a commission of \$1850. ~~XXXXXX PERCENT XXXXXXXXXXXXXXXX~~ percent (~~\$1800 XXXXX~~* %) of the purchase price to
257 Keller Williams Realty Greater Cleveland Southwest (Broker)
258 at (address) 18318 Pearl Road Strongsville, OH 44136 and Per Listing Agreement
259 percent (_____ %) of the purchase price to Realty Trust Services
260 (cooperating broker, if any, at the following address) _____
261

262
263 David Goodman
264 david.goodman (Jun 1, 2016)
265 (SELLER) Date (ADDRESS AND ZIP CODE) (E-MAIL ADDRESS)
266

267 _____
268 (SELLER) Date (TELEPHONE) (E-MAIL ADDRESS)
269

270 *The following information is provided solely for the Multiple Listing Services' use and will be completed by the Brokers*
271 *or their agents and is not part of the terms of the Agreement.*

272
273 **Multiple Listing Information**

274
275 2011000511 Sergio D. Picciuto
276 (Listing agent license #) (Listing agent name)

277
278 9165 Realty Trust Services
279 (Listing broker office #) (Listing broker name)

280
281 360985 / 360988 Corinne Bozin-Grizzell
282 (Selling agent license #) (Selling agent name)

283
284 2717 Keller Williams - Greater Cleveland Southwest
285 (Selling broker license #) (Selling broker)

dotloop signature verification: www.dotloop.com/my/verification/DL-166763825-6-3931








4577 E Berwahl - Offer to Purchase Real EstateREV

Adobe Sign Document History

06/01/2016

Created:	05/31/2016
By:	Sergio Picciuto (info@restorethestandard.com)
Status:	SIGNED
Transaction ID:	CBJCHBCAABAAO5i2drwog-XIn3V6sM_C3MUySuJcgcW

“4577 E Berwahl - Offer to Purchase Real EstateREV” History

-  Document created by Sergio Picciuto (info@restorethestandard.com)
05/31/2016 - 4:36:15 EDT - IP address: 99.16.108.96
-  Document emailed to david goodman (quark400@yahoo.com) for signature
05/31/2016 - 4:37:21 EDT
-  Document viewed by david goodman (quark400@yahoo.com)
06/01/2016 - 11:54:27 EDT - IP address: 70.62.247.68
-  Document e-signed by david goodman (quark400@yahoo.com)
Signature Date: 06/01/2016 - 11:55:19 EDT - Time Source: server - IP address: 70.62.247.68
-  Signed document emailed to Sergio Picciuto (info@restorethestandard.com) and david goodman (quark400@yahoo.com)
06/01/2016 - 11:55:19 EDT