



The Sweda Group

RESIDENTIAL PURCHASE AGREEMENT OFFER, RECEIPT AND ACCEPTANCE

1 BUYER: The undersigned, Raymond Gawloski and Barbara Bish offers to buy the

2 PROPERTY: Located at 5810 Gibert Ave

3 City Farm Ohio, Zip Code 44125

4 Permanent Parcel No. 4429906 and further described as being single family

5
6 The property, which Buyer accepts in its "AS IS" PRESENT PHYSICAL CONDITION, shall include the land, all
7 appurtenant rights, privileges and easements, and all buildings and fixtures, including such of the following as are
8 now on the property: all electrical, heating, plumbing and bathroom fixtures; all window and door shades, blinds,
9 awnings, screens, storm windows, curtain and drapery fixtures; all landscaping, disposal, TV antenna, motor and
10 control unit, smoke detector, garage door opener(s) and _____ controls; all permanently attached carpeting. The
11 following selected items shall also remain: satellite dishes range and oven microwave kitchen refrigerator,
12 dishwasher washer dryer radiator covers window air conditioner central air conditioning gas
13 grill fireplace tools screen glass doors and grates all existing window treatments ceiling fans;
14 wood burner stove inserts gas logs and water softener. Not included

15 Seller to contribute 6% of purchase price towards buyer's closing cost and/or pre-pays \$4,875

16 Features NOT included:

17 NO APPLIANCES PROVIDED. X

18 PRICE: Buyer shall pay the sum of \$ 85,000 X 9

19 Earnest money payable to American Patriot of \$ _____

20 in the form of check other _____ which shall be
21 redeemed immediately upon receipt of a binding agreement (as defined

22 on lines 202-210) and _____

23 Balance of cash to be deposited in escrow \$ _____ per lender _____

24 Mortgage loan to be obtained by Buyer \$ _____ per lender _____

25 Conventional FHA VA Other _____

26 FINANCING: Buyer shall make a written application for the above mortgage loan and provide documentation to
27 Seller of said application within seven days and shall obtain a commitment for that loan no later than
28 30 days after acceptance of this offer. If the closing date cannot occur by the date of closing due to
29 the fault of either party, any government regulation or lender requirement, the date of closing shall be extended for
30 the period necessary to satisfy these requirements, not to exceed fourteen (14) business days. At the Seller's
31 written election, if, despite Buyer's good faith efforts, that commitment has not been obtained, then this Agreement
32 shall be null and void. Upon signing of a mutual release by Seller and Buyer, the earnest money deposit shall be
33 returned to the Buyer without any further liability of either party in the offer or to the Brokers and their agents. (see
34 the 200)

35 CLOSING: All funds and documents necessary for the completion of this transaction shall be placed in escrow
36 with the lending institution or escrow company on or before 11-15-11 and title shall be
37 recorded on or about 11-21-11. American Patriot Title will do Title and Escrow

38 POSSESSION: Seller shall deliver possession to Buyer of the property within same day (time)

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BUYER

RESIDENTIAL PURCHASE AGREEMENT
REVISED - August 2013

SELLER'S INITIALS AND DATE

91 Settlement Statements, if applicable, to their respective Broker(s) listed on the Agreement promptly after closing,
 92 which Brokers may disburse to other parties to the transaction.

93 **HOME WARRANTY:** Buyer acknowledges that Limited Home Warranty Insurance Policies are available and that
 94 such policies have deductibles, may not cover pre-existing defects in the property, and have limits excluded from
 95 coverage. Broker may receive a fee from the home warranty provider. Buyer does does not elect to secure a
 96 Limited Home Warranty Plan issued by Home Home Warranty. The cost of \$ 125
 97 shall be paid by Buyer Seller through escrow.

100 **INSPECTION:** This agreement shall be subject to the following inspection(s) by a qualified inspector of
 101 Buyer's choice within the specified number of days from acceptance of binding agreement. Buyer assumes
 102 sole responsibility to select and retain a qualified inspector for each requested inspection and releases
 103 Broker of any and all liability regarding the selection or retention of the inspector(s). If Buyer does not elect
 104 inspections, Buyer acknowledges that Buyer is acting against the advice of Buyer's agent and broker. Buyer
 105 understands that all real property and improvements may contain defects and conditions that are not readily
 106 apparent and which may affect a property's use or value. Buyer and Seller agree that the Broker(s) and their
 107 agent(s) do not guarantee and in no way assume responsibility for the property's condition. Buyer acknowledges
 108 that it is Buyer's own duty to exercise reasonable care to inspect and make diligent inquiry of the Seller or Buyer's
 109 respective regarding the condition and systems of the property.

110 Inspections required by any state, county, local government or PHAVA do not necessarily eliminate the
 111 need for the inspections listed below.

112 Yes No Yes No [initials] Buyer elects to waive each professional inspection to which Buyer has not indicated
 113 "yes" which shall constitute acceptance of the property by Buyer in its "as is" condition.
 114 and shall be deemed absolute acceptance of the property by Buyer in its "as is" condition.

Choice	Inspections	Expense	
		BUYER	SELLER
115 <input checked="" type="checkbox"/> <input type="checkbox"/> GENERAL HOME TO	days from acceptance of Agreement	<input checked="" type="checkbox"/>	<input type="checkbox"/>
118 <input type="checkbox"/> <input checked="" type="checkbox"/> SEPTIC SYSTEM	days from acceptance of Agreement	<input type="checkbox"/>	<input type="checkbox"/>
119 <input type="checkbox"/> <input checked="" type="checkbox"/> WELL WATER	days from acceptance of Agreement	<input type="checkbox"/>	<input type="checkbox"/>
120 (<input type="checkbox"/> flow <input type="checkbox"/> quality)			
121 <input type="checkbox"/> <input checked="" type="checkbox"/> HAZARD	days from acceptance of Agreement	<input type="checkbox"/>	<input type="checkbox"/>
122 <input type="checkbox"/> <input checked="" type="checkbox"/> MOULD	days from acceptance of Agreement	<input type="checkbox"/>	<input type="checkbox"/>
123 <input type="checkbox"/> <input checked="" type="checkbox"/> PEST	days from acceptance of Agreement	<input type="checkbox"/>	<input type="checkbox"/>
124 <input type="checkbox"/> <input checked="" type="checkbox"/> MOLD OR TROUBLE INSECTS			
125 <input checked="" type="checkbox"/> <input type="checkbox"/> OTHER	days from acceptance of Agreement	<input checked="" type="checkbox"/>	<input type="checkbox"/>

126 not (other inspections), as deemed necessary by general home inspector
 127 within three (3) days after completion of the last inspection, Buyer shall elect one of the following:
 128 a. Remove the inspection contingency and accept the property in its "as is" present physical condition. If the
 129 property is included in its "as is" present physical condition, Buyer agrees to sign an Amendment to the
 130 Residential Purchase Agreement removing the inspection contingency and this agreement will proceed in
 131 full force and effect; OR
 132 b. Accept the property subject to Seller agreeing to have specific items that were identified in a written
 133 inspection report, if requested, repaired by a qualified contractor in a professional manner at Seller's
 134 expense. If the property is included subject to the Seller repairing specific defects, Buyer agrees to provide
 135 Seller with a copy of all inspection reports, if requested, and sign an Amendment to the Residential
 136 Residential Agreement removing the inspection contingency and identifying the defects which are to be
 137 repaired. If the written agreement is not signed by Seller and Buyer within three (3) days from Seller's
 138 receipt of the written report(s), if requested, to agree in writing which defects, if any, will be corrected at Seller's
 139 expense. If the written agreement is not signed by Seller and Buyer within three (3) days, this agreement
 140 shall be null and void and Buyer and Seller agree to sign a mutual release, with the earnest money being returned
 141 to the Seller, and the Buyer and Seller can mutually agree in writing to accept the offer for

Property Address: 5810 Gilbert Ave. Parma 44129

192 ADDENDA: The additional terms and conditions in the attached addenda Agency Disclosure Form
193 Residential Property Disclosure VA FHA FHA Home Inspection Notice Secondary Offer Condominium
194 Short Sale House Sale Contingency House Sale Concurrence Lead Based Paint (required if built before 1978)
195 Homeowner's Association Affiliated Business Arrangement Disclosure Statement Walk-Through Addendum
196 Other _____
197 are made part of this Agreement. The terms and conditions of any addenda will supersede any conflicting
198 terms in the Purchase Agreement.

199 ADDITIONAL TERMS: _____
200 _____
201 _____

202 EARNEST MONEY: In the event of a dispute between the Seller and Buyer regarding the disbursement of the
203 earnest money in the Broker's trust account, the Broker is required by Ohio law to maintain such funds in a trust
204 account until the Broker receives (a) written instructions signed by the parties specifying how the earnest money is
205 to be disbursed or (b) a final court order that specifies to whom the earnest money is to be rewarded. If within two
206 years from the date the earnest money was deposited in the Broker's trust account, the parties have not provided
207 the Broker with such signed instructions or written notice that such legal action to resolve the dispute has been
208 filed, the Broker shall return the earnest money to the purchaser with no further notice to the Seller.
209 In all events, at closing of the transaction, the broker shall have the right to apply earnest money being held by
210 broker against the real estate commission owed the broker as a result of said closing. If said earnest money
211 exceeds commission due Broker, the amount over the commission due Broker shall be sent to the escrow agent or
212 if requested by Seller, the total earnest money shall be sent to the Escrow Agent.

213 BINDING AGREEMENT: Upon written acceptance, then either written or verbal notice of such acceptance to the
214 least-offering party, this offer and any addenda listed above shall become a legally binding agreement upon Buyer
215 and Seller and their heirs, executors, administrators and assigns and shall represent the entire understanding of the
216 parties regarding this transaction. All counter-offers, amendments, changes or deletions to this Agreement shall be
217 in writing and be signed/initialed by both Buyer and Seller. Facsimile and/or scan and e-mail signatures shall be
218 deemed binding and valid. This Agreement shall be used as escrow instructions subject to the Escrow Agent's
219 usual conditions of acceptance. If there is any conflict between the escrow's conditions of acceptance and this
220 Agreement, the terms of this Agreement shall prevail. For purposes of this Agreement, "days" shall be defined as
221 calendar days.

222 This Agreement is a legally binding contract. If you have any questions of law, consult your attorney.

223 BUYER Raymond J. Goloski Notary Public
10/21/14, 2/28/16, 1/17
2017-2020-2021-2022 _____
Address _____

224 Print Name _____ ZIP _____

225 BUYER Burkhard Bial Notary Public
10/21/14, 2/28/16, 1/17
2017-2020-2021-2022 _____
State _____ Phone _____

226 Print Name _____ Email _____



X [Signature]
SELLER'S INITIALS AND DATE

Director, Office of RESPA and Interstate Land Sales
US Department of Housing and Urban Development
Room 9154
451 7th Street, SW
Washington, DC 20410

Section 9: Seller required title insurance

Section 9 of RESPA prohibits a seller from requiring the home buyer to use a particular title insurance company, either directly or indirectly, as a condition of sale. Buyers may sue a seller who violates this provision for an amount equal to three times all charges made for the title insurance.

RESPA enforcement

Civil law suits

Individuals have one (1) year to bring a private law suit to enforce violations of Section 8 or 9. A person may bring an action for violations of Section 6 within three years. Lawsuits for violations of Section 6, 8, or 9 may be brought in any federal district court in the district in which the property is located or where the violation is alleged to have occurred.

HUD, a State Attorney General or State insurance commissioner may bring an injunctive action to enforce violations of Section 6, 8 or 9 of RESPA within three (3) years.

Seller per: Mr. Gutimow Date sent 23, 2016

Seller Raymond Gutowski Date _____
1000-10100
SECTION 8 - 1000-10100
1000-10100-10100

Buyer _____ Date _____

Buyer Barbara Bisk Date _____
1000-10100
SECTION 8 - 1000-10100
1000-10100-10100



AGENCY DISCLOSURE STATEMENT



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

Property Address: 5810 Gilbert Ave Parma, OH 44129
Buyer(s): Raymond Gawloski and Barbara Bish
Seller(s): Gbpc Ohio Holdings INC

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by Michelle B. Santoro, and The Sweda Group
The seller will be represented by Christopher Kaylor, and Gbpc Ohio Holdings INC

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

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

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

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

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

CONSENT

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

Raymond Gawloski
6118000000
 7177 40000000
 212-4000-4000

Barbara Bish
6118000000
 7177 40000000
 212-4000-4000

[Signature]
 SELLER/BUYER/AGENT DATE

[Signature]
 SELLER/BUYER/AGENT DATE

DUAL AGENCY

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

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

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

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

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

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

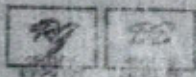
Management Level Licenses: Generally the broker and managers in a brokerage also represent the interests of any buyer or seller represented by an agent affiliated with that brokerage. Therefore, if both buyer and seller are represented by agents in the same brokerage, the broker and manager are dual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

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

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

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

Ohio Department of Commerce
Division of Real Estate & Professional Licensing
77 S. High Street, 20th Floor
Columbus, OH 43213-6133
(614) 466-1100



X