Purchase and Sale Agreement

This agreement is made this 2017-02-10 between Seller(s): Dean Cawrse & Carol Hutton

and Buyer: **Home Remedy, LLC,** and/or assigns. Seller agrees to sell and buyer agrees to buy the following described real property together with all improvements and fixtures and the personal property described below:

Street Address: 1238 Webb Rd., Lakewood, 44107

Personal property included: All that are attached to the property.

Purchase Price: \$62,500

The purchase price to be paid as follows: <u>Cash</u>

- 1. **TITLE COMPANY** To be deterimined and will be communicated to Seller within 24 hours of Seller's acceptance.
- 2. **THE BALANCE DUE SELLER** shall be paid in cash at settlement.
- 3. **PRORATIONS, IMPOUNDS & SECURITY DEPOSITS**: Seller shall be responsible for property taxes on the property up until the Closing Date, and property taxes will be prorated unless otherwise stated in this contract. Buyer is responsible for property taxes from the closing date forward. If the property is currently tenanted, rent will be prorated and tenant's security deposit will be transferred to new buyer, unless otherwise stated in this contract. If home is not currently rented, the previous statement does not apply.
- 4. **CONDITION OF HOUSE**: Buyer will have access to property for inspection. House is to be purchased in AS-IS condition unless otherwise stated in this agreement.
- 5. **CLOSING DATE AND TRANSFER OF TITLE**: This transaction shall close on or around <u>30 days from seller acceptance</u>. Closing will be held at TO BE DETERMINED and Seller(s) agree to transfer marketable title free and clear of all encumbrances.
- 6. **DAMAGE TO PROPERTY**: Seller shall maintain property in its current condition and keep it insured against all loss until closing in the event of destruction covered by insurance, buyer may elect to close and collect the insurance proceeds.
- 7. **DEFAULTS**: If buyer defaults under this contract, any and all monies deposited by buyer(s) shall be retained by seller as full liquidated damages. If seller defaults, buyer may pursue all remedies allowed by law and seller agrees to be responsible for all costs incurred by buyer as a result of sellers default.
- 8. **SUCCESSORS AND ASSIGNEES**: The terms and conditions of this contract shall bind all successors, heirs, administrators, trustees, executors and assignees of the respective parties.
- 9. ACCESS ADVERTISING AND REPAIRS MADE BY BUYERS: Sellers agree that buyers may have access during reasonable hours to show property to others. If the property is vacant, buyer has the right to place a combination lockbox on the door that the Seller also has access to. This will help expedite the closing by allowing inspections to be done regardless of conflicting schedules.

10. ADDITIONAL TERMS AND CONDITIONS:

Inspection to be performed by Buyer's Choice within 15 business days of Seller's acceptance.

Buyer to pay seller's closing costs.

Closing at:

Doug BoyleAmerican Patriot Title 5329 North Abbe Rd. Ste 2 Elyria, Ohio 44035 440.934.7008 Ext. 251 440.934.7011 Fax

doug@americanpatriottitle.com

AUTHORIZATION TO RELEASE INFORMATION: The title Company has been given Authorization to communicate with Seller's lien holders and mortgage companies to obtain payoff information related to the sale of this property.

The undersigned have read the above information, understand it and verify that it is correct.

SELLERS:

Date 02/12/2017

Date_{02/12/2017}

BUYERS:

C. Bartlett 2017-02-10

Owner~Home Remedy LLC Date