

COUNTER OFFER/ADDENDUM Loan # 12441161

THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT  
READ IT CAREFULLY



4426 Panza De Leon Blvd 5th Floor  
Coral Gables, FL 33146  
Corporate (305) 648-8408  
Fax:

**BAYVIEW LOAN SERVICING, LLC**  
**ADDENDUM "A"**  
**FIRST ADDENDUM TO CONTRACT**

BAYVIEW LOAN SERVICING  
ASSET NUMBER: 12441161

Seller: Bayview Loan Servicing, LLC Buyer(s): Realty Cleveland, LLC

Street Address: City/State: 7518 SOUTHFIELD AVENUE, BROOKLYN/OH

In the event any provision of this First Addendum To Contract dated 2/28/17 ("First Addendum") conflicts in whole or in part with any of the terms of the contract between Buyer and Seller, as identified therein, ("the Contract"), the provisions of this First Addendum will control. Buyer shall neither assign its rights nor delegate its obligations hereunder without obtaining Seller's prior written consent, which may be withheld in Seller's sole and absolute discretion. In no event shall any assignment relieve Buyer from its obligations under the Contract, as amended by this First Addendum. Any purported or attempted assignment or delegation without obtaining Seller's prior written consent shall be void and of no effect, shall be deemed a default by Buyer and shall permit the Seller to terminate the Contract.

**BUYER AND SELLER AGREE AS FOLLOWS:**

**(A) NO REPRESENTATION OR WARRANTIES: PROPERTY SOLD "AS IS."** Buyer acknowledges and understands that the Property (Property is herein defined to be the property and improvements, if any, which are the subject of the Contract) is being sold as-is, and with all faults. Buyer further acknowledges and understands that the Property was acquired by the Seller through a foreclosure action or loan liquidation procedure, and, therefore, the Seller was not an owner-occupant and its information concerning the Property and its condition is limited. Buyer is hereby informed that Seller is unaware of any latent defects in the Property or any appurtenant systems, including but not limited to plumbing, heating, air conditioning and electrical systems, fixtures, appliances, roof, sewers, septic, soil conditions, foundation, structural integrity, environmental condition, pool or related equipment. Seller makes no representations or warranties as to any of the above, the condition of the Property, the Property's systems, the serviceability or fitness for a particular use of the Property, or any component of the Property. Buyer agrees that in contracting to buy the Property, Buyer has not relied upon any representation or warranty made by the Seller, any parent, subsidiary or affiliate thereof, or any of its officers, directors, employees, agents or representatives. Buyer has been afforded the opportunity to undertake its own investigations and inspections of the Property or has voluntarily and knowingly elected, in Buyer's sole and absolute discretion, to waive Buyer's right to undertake such investigations and inspections.

**(B) PURCHASE PRICE.** The Purchase Price for the Property ("Sale Price") is \$ 62000; the earnest money deposit ("Earnest Money Deposit") is \$ 6,000 and shall be paid by Buyer WITHIN TWO (2) BUSINESS DAYS FOLLOWING the Effective Date (as hereinafter defined) of the Contract. The Earnest Money Deposit is non-refundable except only as specifically set forth in this First Addendum. Time is of the essence with reference to the payment of the Earnest Money Deposit. The balance of the Sale Price in the amount of \$ \_\_\_\_\_ is to be paid by Buyer at closing only by wire transfer of readily available funds.

**(C) FINANCING CONTINGENCY. (PLEASE INITIAL ONLY ONE PARAGRAPH, AS APPLICABLE)**

(1)   **Safe Contingent on Mortgage Financing**

(a) The Contract is subject to and conditioned upon Buyer obtaining on or before \_\_\_\_\_ (30 days from Effective Date if left blank) a written commitment with no further contingencies or conditions for a loan to be secured by a mortgage or deed of trust on the Property in an amount not to exceed \$ \_\_\_\_\_ (the "Loan Commitment").

(b) Buyer hereby agrees to submit a complete loan application to obtain the Loan Commitment to one or more financial institutions within five (5) business days following the Effective Date. Buyer shall promptly provide Seller with evidence reasonably satisfactory to Seller that Buyer has timely submitted the loan application(s). Buyer shall use its good faith and diligent efforts to obtain the Loan Commitment, including timely providing any and all additional information required by the financial institution, including, without limitation, any required appraisals and/or credit reports. Buyer shall provide Seller with a true, correct and complete copy of the Loan Commitment or written denial of the Loan Commitment promptly upon Buyer's receipt thereof. If Buyer is unable to obtain the Loan Commitment on or before the date set forth in subsection (C)(1)(a) above and Buyer has otherwise complied with its obligations herein, Buyer shall have the right to terminate the Contract by providing written notice to Seller on or before a date which is one (1) business day following such date. In such event, the Contract shall be null and void and the Earnest Money Deposit shall be returned to Buyer within three (3) business days following such termination. In the event Buyer does not timely terminate the Contract as provided above, then the Contract shall continue in full force and effect without any financing contingencies and the Earnest Money Deposit shall become non-refundable except only as expressly set forth in other provisions of the Contract, as amended by this First Addendum.

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(c) Buyer shall, at Buyer's expense, execute all documents necessary to procure a Loan Commitment from any source and pay all requisite fees in connection therewith. Buyer shall also use its good faith and diligent efforts to satisfy any and all conditions necessary to timely close the loan in accordance with the terms of the Loan Commitment. Any delays caused by Buyer's lender shall not constitute a default by Seller and shall not extend any of the time periods set forth in the Contract, as amended by this First Addendum.

(d) Mortgage interest rates, lender fees, and discount points vary with financial institutions and the marketplace on a daily basis. The Buyer has the right to select the lender and the right to negotiate the financial terms and conditions of the loan.

X (2)  (X) All Cash Transaction. This is an all-cash sale and purchase, and is NOT contingent upon Buyer's obtaining financing for the purchase of the Property regardless of any mortgage loan application made by the Buyer to any lending institution. Buyer understands and agrees that neither delivery of a commitment for a mortgage loan from any lending institution nor the Buyer's acceptance of such a commitment will in any way be a condition of Buyer's obligation under the Contract. Buyer represents to Seller that Buyer has sufficient readily available funds to complete the purchase of the Property.

(D) CLOSING COSTS; TITLE CLOSING SERVICES. Buyer agrees to pay all allowable closing costs on behalf of the Seller and Buyer, including the costs of a lender's title insurance policy, if applicable. Buyer understands that Buyer may also have to pay certain pre-payable expenses, including, but not limited to, adjustments for short-term interest, taxes, water and sewer charges, insurance, MIP or PMI. Buyer shall also pay for the following:

Select One

Seller's escrow closing and title provider and title insurance company used by Seller's provider. If Buyer selects this option, Seller shall pay for owner's title insurance policies. Buyer and Seller hereby agree that Seller's payment of title insurance products is limited to the amount that Seller would pay its provider under a separate agreement between Seller and title company for a basic residential owner's title insurance policy or its equivalent.  
 Other escrow and closing provider. If Buyer selects this option, Buyer shall bear the expense for all title insurance costs associated with the transaction, regardless of custom requirements or practice.

(E) INSPECTIONS. Buyer, at Buyer's sole cost and expense, and after Seller's written acceptance of this offer, shall have the opportunity to inspect the Property including, but not limited to, environmental, asbestos, radon gas, lead paint, physical defects including structural defects, roof, basement, mechanical systems such as heating and air conditioning, electrical systems, sewage and septic systems, plumbing, exterior site drainage, termite and other types of pest and insect infestation or damage caused by such infestation, and review and/or order a boundary survey. If Buyer does not give to Seller written notice of cancellation, for any reason Buyer deems appropriate, within 3 (Seven (7)) calendar days if left blank from the Effective Date (the "Inspection Period"), Buyer shall conclusively be deemed to have: (1) completed all inspections, investigations, review of applicable documents and disclosures and removed all inspection contingencies; (2) elected to proceed with the transaction; and (3) assumed all liability, responsibility, and expense for repairs or corrections other than for items which Seller has otherwise agreed in writing to repair or correct in a formal addendum to the Contract. If Buyer objects to the condition of the Property within the specified time period above, Buyer, as their sole option, may terminate the Contract prior to the expiration of the Inspection Period. As a condition to termination under the Inspection Period, Buyer agrees to submit to Seller any and all written reports as to such inspections within three (3) calendar days following the expiration of the Inspection Period, after which time Seller will immediately refund the Earnest Money Deposit.

(F) REPAIRS. The Property is being sold "as-is" and any repairs to the Property identified by Buyer or those which may be required by any lending institution to which Buyer may have applied ("Repairs") shall be the responsibility of the Buyer unless Seller and Buyer otherwise agree through a further amendment to the Contract. The Seller is otherwise under no obligation whatsoever to make any Repairs to the Property. Buyer agrees not to enter the Property prior to Closing for the purpose of making any repairs or alterations without Seller's express written consent.

(G) LIQUIDATED DAMAGES-EARNEST MONEY DEPOSIT. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE CONTRACT, IF BUYER HAS NOT TERMINATED THE CONTRACT AND IF THE SALE OF THE PROPERTY TO BUYER HAS NOT BEEN CONSUMMATED FOR ANY REASON OTHER THAN SELLER'S DEFAULT UNDER THE CONTRACT, SELLER SHALL BE ENTITLED TO RETAIN THE EARNEST MONEY DEPOSIT AS SELLER'S LIQUIDATED DAMAGES. THE PARTIES AGREE THAT IT WOULD BE IMPRACTICABLE AND EXTREMELY DIFFICULT TO ASCERTAIN THE ACTUAL DAMAGES SUFFERED BY SELLER AS A RESULT OF BUYER'S FAILURE TO COMPLETE THE PURCHASE OF THE PROPERTY PURSUANT TO THE CONTRACT, AND THAT UNDER THE CIRCUMSTANCES EXISTING AS OF THE DATE OF THE CONTRACT, THE LIQUIDATED DAMAGES PROVIDED FOR IN THIS SECTION REPRESENTS A REASONABLE ESTIMATE OF THE DAMAGES WHICH SELLER WILL INCUR AS A RESULT OF SUCH FAILURE, PROVIDED, HOWEVER, THAT THIS PROVISION SHALL NOT LIMIT SELLER'S RIGHT TO RECEIVE REIMBURSEMENT FOR ATTORNEY'S FEES, NOR WAIVE OR AFFECT SELLER'S RIGHT AND BUYER'S INDEMNITY OBLIGATIONS UNDER OTHER SECTIONS OF THE CONTRACT. THE PARTIES ACKNOWLEDGE THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER. NOTWITHSTANDING THE FOREGOING, IF BUYER INTERFERES WITH OR MAKES ANY ATTEMPTS TO INTERFERE WITH SELLER RECEIVING OR RETAINING, AS THE CASE MAY BE, THE LIQUIDATED DAMAGES PROVIDED FOR IN THIS

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SECTION, INCLUDING WITHOUT LIMITATION, GIVING ANY NOTICE OR INSTRUCTION TO ESCROW HOLDER NOT TO DELIVER THE EARNEST MONEY DEPOSIT TO SELLER, SELLER SHALL HAVE THE RIGHT TO ELECT TO RECOVER THE GREATER OF ITS ACTUAL DAMAGES OR THE LIQUIDATED DAMAGES BY GIVING WRITTEN NOTICE TO BUYER, AND SELLER SHALL HAVE ALL OTHER RIGHTS AND REMEDIES AGAINST BUYER PROVIDED AT LAW AND IN EQUITY. THE PARTIES HAVE SET FORTH THEIR INITIALS BELOW TO INDICATE THEIR AGREEMENT WITH THE DAMAGES PROVISION CONTAINED IN THIS SECTION.

OF  
SELLER'S INITIALS

XCB  
BUYER'S INITIALS

(1) *No Specific Performance.* As material consideration to Seller's entering into the Contract with Buyer, Buyer expressly waives the (a) remedy of specific performance on account of Seller's default under the Contract, and (b) any right otherwise to record or file a *lis pendens* or a notice of pendency of action or similar notice against all or any portion of this Property.

(2) *No Contesting Liquidated Damages.* As material consideration to each party's agreement to the liquidated damages provisions stated above, each party hereby agrees to waive any and all rights, whatsoever to contest the validity of the liquidated damage provisions for any reason whatsoever, including, but not limited to, that such provision was unreasonable under circumstances existing at the time the Contract was made.

(H) SELLERS CLOSING COSTS AND BROKERAGE COMMISSION. (APPLICABLE ONLY IF COMPLETED) If necessary to complete a transaction, Seller will make the following contributions if the Property is residential: (1) \$ to Buyers non-recurring closing costs and discount points; (2) \$ 0 as a credit to Buyers at closing for a Buyer to purchase Home Protection Plan; (3) \$ 0 maximum of Buyer's Non-allowable FHA/VA costs; and (4) \$ 0 towards termite report; (5) \$ 0 towards previously disclosed to Seller tender required repairs. Any amount over Seller's contribution under this Section (1) through (5) are to be at the expense of the Buyer. Seller will pay a maximum commission of \$2,000 or 5% of the Net Sales Price (as hereinafter defined), whichever is greater.

- If there is no Co-Broker involved, Broker shall be eligible to receive a commission in the amount of \$2,000 or 5% of the Net Sales Price, whichever is greater.
- 
- If there is a Co-Broker involved, (i) Co-Broker shall be eligible to receive a commission in the amount of \$1,000 or 3% of the Net Sales Price, whichever is greater, and (ii) Broker shall be eligible to receive a commission in the amount of \$1,000 or 2% of the Net Sales Price, whichever is greater.

Net Sales Price is defined as the Sale Price less any of the Seller credits above in Section H (1) through (5).

(I) TRANSFER OF TITLE. Seller will transfer title by means of a special or limited warranty deed, or an equivalent thereof (the "Deed"), which will warrant against acts of the grantor only. The acceptance of the Deed by the Buyer will be deemed to constitute full compliance by the Seller with all of the terms and conditions of the Contract and this First Addendum. None of the provisions of the Contract or the First Addendum will survive the delivery of the Deed. Buyer acknowledges and understands that because the Property was acquired by the Seller through a foreclosure action or loan liquidation procedure, it is possible that the deed transferring title to the Seller may not yet be recorded on or before the original scheduled closing date. In such event, Seller may, in its sole and absolute discretion, extend the closing date for a period up to sixty (60) days in order to obtain the recorded deed transferring title to the Seller. If Seller is unable to obtain the recorded deed transferring title to the Seller within such sixty (60) day period, then the Buyer may terminate the Contract and receive a refund of the Earnest Money Deposit as Buyer's sole and exclusive remedy.

(J) INSURANCE POLICIES. Seller's insurance policies are not transferable, and will not be prorated at Closing.

(K) TITLE DEFECTS. Seller shall have a minimum of sixty (60) days from the date upon which Seller receives a copy of a title insurance commitment or a title report within which to resolve any title exceptions or defects or other title issues which in any way impede or impair Seller's ability to convey title as required herein. If at any time within such sixty (60) day period, Seller determines that it is unable or unwilling, at its sole discretion, to resolve such matters then the Buyer (1) may take title in its then existing state, thereby waiving any title objections, or (2) terminate the Contract and receive a refund of the Earnest Money Deposit as Buyer's sole and exclusive remedy. Seller's exercise of its right hereunder shall not require further notice thereof to the Buyer. In the event Seller fails to resolve such issues within the aforesaid sixty (60) day period, it shall be presumed that Seller has determined that it is unable or unwilling to resolve such issues. Notwithstanding anything to the contrary set forth in the Contract, Seller shall have no obligation to cure (or attempt to cure) any title defect.

(L) ( ) / ( ) LEAD-BASED PAINT CONTINGENCY. (APPLICABLE IF INITIALED AND ONLY WITH REGARD TO SINGLE FAMILY RESIDENTIAL PROPERTY) Buyer's obligation to close this transaction is contingent upon Buyer conducting a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards, at the Buyer's sole cost and expense, on or before 5 PM EST/EDT on that date ten (10) days from the Effective Date (the "LBP Test Period"). Intact lead-based paint that is in good condition is not

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necessarily a hazard (see the EPA pamphlet "Protect Your Family From Lead in Your Home" for more information). This contingency will terminate at the expiration of the LBP Test Period unless Buyer delivers to Seller written notice listing the specific existing deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment report. Seller may, at Seller's sole discretion, within ten (10) days after delivery of the notice, elect in writing whether to correct the condition(s) prior to settlement. If Seller elects to correct the condition, Seller shall, upon completion of the correction(s), furnish to Buyer certification from a risk assessor or inspector demonstrating that the condition has been remedied. If Seller does not elect to make the repairs, or if Seller counter-offers, Buyer shall have five (5) days to respond to the counter-offer or remove this contingency and take the Property in "as is" condition or the Contract shall become void. Buyer may remove this contingency at any time without cause.

X (M) WAIVER OF LEAD-BASED PAINT INSPECTION PERIOD; SELLER'S REPRESENTATIONS  
(APPLICABLE IF INITIALED AND ONLY WITH REGARD TO SINGLE FAMILY RESIDENTIAL PROPERTY) Buyer acknowledges that it has had the opportunity to undertake studies, inspections or investigations of the Property as Buyer deemed necessary to evaluate the presence of lead-based paint and/or lead-based paint hazards on the Property. To the extent that Buyer has waived or otherwise declined the opportunity to undertake such inspections and investigations as a condition to the completion of the Closing under the terms of Paragraph (N), Buyer has knowingly and voluntarily done so. Buyer understands and acknowledges that the Property may have been built prior to 1978 and lead-based paint and/or lead-based paint hazards may be present on the Property. In accordance with Section 1018 of Title X, the Residential Lead-Based Paint Hazard Reduction Act of 1992, attached to this First Addendum as Exhibit "H" and made part hereof, Seller attaches the Disclosure of Information on Lead Based Paint and/or Lead-Based Paint Hazard Lead Warning Statement. Seller shall have no responsibility or liability with respect to any such occurrence of lead-based paint. It is understood by the parties that Seller does not make any representation or warranty, express or implied, as to the accuracy or completeness of any information contained in Seller's files or in the documents produced by Seller or its agents, including, without limitation, any environmental audit or report. Buyer acknowledges that Seller and Seller's affiliates shall have no responsibility for the contents and accuracy of such disclosures, and Buyer agrees that the obligations of Seller in connection with the purchase of the Property shall be governed by the Contract irrespective of the contents of any such disclosures or the timing or delivery thereof.

(N) CLOSING DATE/ TIME OF THE ESSENCE. The Closing of the sale shall take place on or before 3/19/17 (the "Closing Date"). It is agreed that time is of the essence with respect to all dates specified in the Contract and any addenda, riders or amendments thereto. This means that all deadlines are intended to be strict and absolute. In the event Buyer fails to close on the scheduled closing date through NO FAULT OF SELLER, Seller may, in its sole and absolute discretion, agree to extend the closing date. In the event Seller agrees to extend the closing date due to delay caused by Buyer or Buyer's lender, Buyer shall pay, in addition to the Sale Price, a (1) \$300.00 fee for the closing extension, and (2) a per diem penalty of \$100.00 (\$150.00 per diem if this is a cash offer or the property is commercial property) for each calendar day that the closing day is extended. In addition, there shall be a per diem penalty of \$20.00 deducted from the selling Broker's commission for each day that the closing is extended beyond the scheduled closing date. For Sale Prices greater than or equal to \$200,000.00, the fees are as follows: (1) \$600.00 fee for the extension, and (2) a per diem penalty of \$200.00 (\$300.00 per diem if this is a cash offer or the property is a commercial property) for each day that the closing day is extended. In addition, if the Sales Price is greater than or equal to \$200,000.00, there shall be a per diem penalty of \$40.00 deducted from the selling Broker's commission for each day that the closing is extended beyond the scheduled closing date.

Buyer assumes all liability in providing all necessary information to their lender within the timelines established in Subsections C(1)(a) & (b) of this First Addendum. Furthermore, Buyer shall instruct their lender and attorney to work in conjunction with the brokers to ensure a timely close of escrow. The Broker and Co-Broker, if applicable, shall assume all responsibility for follow-up with the Buyer, any lender or mortgage representative involved in financing this transaction, and either party's attorney and/or title company to ensure that there is no delay in closing. Buyer will not be given possession, or may not occupy the premises prior to closing and receipt of sale proceeds by Seller. Buyer shall be considered in default of the Contract in the event Buyer occupies or alters the Property or permits it to be altered unless provided for in the Contract.

(O) TERMINATION OF CONTRACT. In the event the Contract is terminated by Seller pursuant to any provision of the Contract, this First Addendum, any other addendum, or in the event Seller is otherwise unable to perform the Contract, Seller's sole liability to Buyer will be to return the Earnest Money Deposit to Buyer, at which time the Contract shall cease and terminate and Seller and Buyer shall have no further obligations, liabilities or responsibilities to one another.

(P) REVIEW PERIOD. Buyer and Seller agree that Seller shall require a forty-eight (48) hour review period for all closing documents, which shall commence upon Seller's receipt of same.

(Q) SEVERABILITY. If any provisions of this First Addendum shall be prohibited by or invalid under applicable law, such provisions shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this First Addendum or the Contract.

(R) ACCEPTANCE OF OFFER. Buyer is aware of the following: (1) Seller has reserved the right to make multiple counteroffers on the Property; (2) Seller reserves the right to continue to offer the Property for sale and accept back-up offers, state law dependent; and (3) Seller's acceptance of another offer prior to Buyer's acceptance and

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**COUNTER OFFER/ADDENDUM Loan # 12441181**

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communication of acceptance of this counter-offer to Seller or Seller's agent shall revoke this counter-offer. Communication of acceptance of this counter-offer must be received by Seller in writing and may be in the form of a facsimile, e-mail, or hard copy via mail so long as receipt of delivery can be confirmed. The Effective Date of this Contract shall be the date when both the Buyer and Seller have executed and delivered the Contract and this First Addendum.

**(8) MISCELLANEOUS**

**(1) Limitation of Damages.** BUYER ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT SELLER SHALL UNDER NO CIRCUMSTANCE BE RESPONSIBLE TO BUYER FOR ANY AMOUNT OF DAMAGES IN EXCESS OF THE AMOUNT OF THE EARNEST MONEY DEPOSIT, AND UNDER NO CIRCUMSTANCE SHALL SELLER BE RESPONSIBLE OR LIABLE FOR ANY SECONDARY, CONSEQUENTIAL, COMPENSATORY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES ASSOCIATED WITH THE INABILITY TO POSSESS THE RESIDENCE, UNINHABITABILITY, INCONVENIENCE OR LOSS OF TIME OR USE AS A RESULT OF DEFECTS. LIKEWISE, BUYER ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT SELLER WILL HAVE NO LIABILITY FOR ANY LOSS OR DAMAGE TO BUYER DUE TO ANY RADON GAS OR OTHER HAZARDOUS MATERIALS OR SUBSTANCES, WHETHER NATURAL OR ARTIFICIAL, WHICH MAY BE LOCATED WITHIN THE SOIL OR SUBSURFACE ROCK WITHIN THE LOT OR WITHIN ANY PART OF 43122078 (property legal description), ANY AND ALL OF WHICH ARE HEREBY WAIVED AND FORGIVEN BY BUYER TO SELLER, WHETHER THEY NOW EXIST OR HEREAFTER ARISE.

**(2) Waiver of Jury Trial.** BUYER WAIVES THE RIGHT TO A JURY TRIAL IN ANY ACTION OR PROCEEDING BASED UPON OR RELATED TO ANY ASPECT OF THE PROPERTY IN CONNECTION WITH THE CONTRACT, ANY DOCUMENT EXECUTED OR DELIVERED IN CONNECTION WITH THIS PURCHASE OR FOR ANY OTHER CLAIM RELATING TO OR BETWEEN THE PARTIES TO THE CONTRACT OF WHATSOEVER KIND OR NATURE, INCLUDING (WITHOUT LIMITING THE GENERALITY OF THE FOREGOING) ANY AND ALL CLAIMS ARISING FROM, RELATED TO OR IN CONNECTION WITH INJURIES SUSTAINED IN CONNECTION WITH THE PROPERTY. BUYER MAKES THIS WAIVER KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY AND BUYER ACKNOWLEDGES THAT NO ONE HAS MADE ANY REPRESENTATION OF FACT TO INDUCE BUYER TO MAKE THIS JURY TRIAL WAIVER OR IN ANY MANNER OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT. BUYER FURTHER ACKNOWLEDGES HAVING HAD THE OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT LEGAL COUNSEL IN CONNECTION WITH THE TRANSACTION AND WITH RESPECT TO THE CONTRACT AND IN THE MAKING OF THIS WAIVER SELECTED BY BUYER'S OWN FREE WILL AND THAT BUYER HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH SUCH COUNSEL. BUYER FURTHER ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE MEANING AND RAMIFICATIONS OF THIS JURY TRIAL WAIVER AND FULLY INTENDS THAT THIS WAIVER SHALL BE READ AS BROADLY AS POSSIBLE AND SHALL EXTEND TO ANY AND ALL CLAIMS, DISPUTES, CAUSES OF ACTION, IN CONNECTION WITH THE PROPERTY, ANY INJURY, DAMAGE, OR ANY OTHER CLAIM ARISING AS A RESULT OF THIS TRANSACTION, THE PURCHASE OF THE PROPERTY, OR ANY MATTER RELATED THERETO.

**(3) Binding Nature.** The Contract shall be binding upon the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and, as permitted hereunder, assigns.

**(4) Attorneys' Fees.** Subject to the limitation upon damages recoverable by Buyer as set forth hereinabove, the prevailing party in connection with any litigation arising out of the Contract shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, which reasonable attorneys' fees shall include but not be limited to paralegal and legal assistant fees and those reasonable attorneys' fees incurred by such prevailing party for the services of such prevailing party's attorney(s) at all judicial levels.

**(5) No Recording.** Buyer agrees that neither the Contract nor any notice or memorandum hereof shall be recorded in the Public Records of County or State where the Property is located or any other public records. Any such recording by Buyer or anyone acting by, through or under Buyer shall constitute a material breach by Buyer of the Contract and shall entitle Seller to invoke the default provisions hereof.

**(6) Entire Agreement.** The Contract, as amended by this First Addendum, represents the entire agreement of the parties hereto and supercedes any and all agreements and understandings between the parties hereto, whether oral or written. No statement, representation or other inducement made prior hereto, whether written or oral, unless included as a part of the Contract, as amended by this First Addendum, shall be of any force or effect or may be relied upon by Buyer.

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4425 Ponce De Leon Blvd 6th Floor  
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Corporate: (305) 646-6400  
Fax:

BAYVIEW LOAN SERVICING, LLC

By: [Signature]  
Date: 2/28/17

Buyer: Realite cleveland LLC  
Date: 2-23-17

Buyer: [Signature]  
Date: 2-23-17

[BROKER SIGNATURES ON FOLLOWING PAGE]

Listing Broker: [Signature]  
By: Roman Jankowski  
Date: 2/22/17

Selling Broker: [Signature]  
By: CHRISTOPHER KEYLON  
Date: 2/23/17



**BAYVIEW**  
LOAN SERVICING

## Owner Occupancy Certification

February 22, 2017

Loan#: 1251467 / 12441161

Subject Property Address: 7518 Southfield Ave.,  
Brooklyn, OH 44144

To: Bayview Loan Servicing

Please be advised that the undersigned, as Buyer under a certain Purchase and Sale Agreement for premises known as 7518 Southfield Ave. and dated 1/31/17, does hereby certify that one of the undersigned (please check one of the options below)

intends to occupy the subject property as his or her principal residence for a period of at least one year.

does NOT intend to occupy the subject property as his or her principal residence for a period of at least one year.

Yours very truly,

Realite Cleveland LLC

, Buyer

\_\_\_\_\_  
\_\_\_\_\_, Buyer



**PURCHASE AGREEMENT  
OFFER, RECEIPT AND ACCEPTANCE**

1 **BUYER** The undersigned Realite Cleveland LLC offers to buy the  
2 **PROPERTY** located at 7518 Southfield Ave  
3 City Cleveland Ohio, Zip 44144  
4 Permanent Parcel No. 43122078, and further described as being:

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; rotor and  
10 control unit, smoke detectors, garage door opener(s) and \_\_\_\_\_ controls; all permanently attached carpeting.  
11 The following items shall also remain:  satellite dish;  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  grate;  all existing winter treatments;  ceiling fan(s);  
14  wood burner stove inserts;  gas logs; and  water softener. Also included \_\_\_\_\_

15  
16 NOT included: \_\_\_\_\_  
17

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

23 **PRICE** BUYER shall pay the sum of \$ 67,000  
24 Payable as follows:  
25 Earnest money paid to Broker will be deposited in a non-  
26 interest bearing trust account and credited against  
27 purchase price. \$ 1,000 4,000 X  
28  Check to be deposited immediately upon the  
29 formation of a binding AGREEMENT, as defined  
30 below on lines 231-238.  
31  Note to be redeemed within four (4) days after  
32 formation of a binding AGREEMENT, as defined  
33 below on lines 231-238.  
34 Cash to be deposited in escrow \$ 61,000  
35 Mortgage loan to be obtained by BUYER \$ \_\_\_\_\_  
36  CONVENTIONAL,  FHA,  VA,  OTHER CASH  
37

38 **FINANCING** BUYER shall make a written application for the above mortgage loan within \_\_\_\_\_ days  
39 after acceptance and shall obtain a commitment for that loan on or about \_\_\_\_\_. If,  
40 despite BUYER's good faith efforts, that commitment has not been obtained, then this AGREEMENT shall be null  
41 and void. Upon signing of a mutual release by SELLER and BUYER, the earnest money deposit shall be returned  
42 to the BUYER without any further liability of either party to the other or to Broker and their agents.

Approved by CABOR, LoCAR, LCoAR and GoCAR OF 2/28/17 YK 1/31/17  
Revised Mar 1, 2000  
Page 1 of 4 SELLER'S INITIALS AND DATE BUYER'S INITIALS AND DATE © Form 100



43 NOTE: In the event of a default by SELLER in any respect over the terms or fulfillment of cashed money paid  
44 in escrow by BUYER, the Bank is required to return said funds to the Bank's trust or escrow  
45 account with a written release from the Bank, indicating to its disposition has been obtained or until  
46 disbursement is obtained by a court of competent jurisdiction.

47 **ESCROW:** All funds and documents necessary for the completion of this transaction shall be placed in escrow  
48 with the lender institution or escrow company on or before Feb 28 17 and this shall be  
49 maintained in escrow to 3/14/17

*200 X*  
*2-28-17*

50 **PERFORMANCE SELLER:** SELLER shall each or together to BUYER or 1. He funds per (date) of \_\_\_\_\_ (time)  
51 **LAND:** SELLER provides the title to the transaction, subject to BUYER's rights. If any, the purchase may be occupied  
52 by the SELLER for 1 days. Additional \_\_\_\_\_ days at a rate of  
53 \_\_\_\_\_ per day. Payment and calculation of fees for use and occupancy after transfer of title to the  
54 sole responsibility of SELLER and BUYER.

55 **WARRANTY:** SELLER shall convey a marketable title to BUYER by general warranty deed and/or hereby deed, if  
56 required, with power to ratify, amend and clear of all liens and encumbrances, mortgages, except (1) any  
57 mortgages retained by BUYER; (2) any restrictions, conditions, easements (however created) and  
58 encumbrances as to any part of the property, or any portion thereof, of which notice is given  
59 and (3) taxes and assessments, both general and special, not yet due and payable. SELLER shall provide an  
60 Order of Title Policy for the insurance from All Level USA FC Colorado

61 **BUYER:** BUYER has a preference in the amount of the purchase price with respect to the holding  
62 title company - if BUYER has a preference in the amount of the purchase price with respect to the holding  
63 Order of Title Policy, SELLER and BUYER, if the policy is terminated, SELLER shall furnish an  
64 Order of Title Policy of \$100,000 and a \$100,000 Cash Advance and the balance of the purchase price shall be  
65 advanced upon the receipt of the title deed. If any amount of the purchase price is advanced, the amount  
66 advanced shall be applied to the purchase price or to the purchase of the property, including also the  
67 BUYER SELLER or any REASONABLE amount or neither party to each other, and both BUYER and  
68 SELLER hereby agree a mutual release, agreement to hold each other harmless from the amount owing to BUYER.

69 **REPRESENTATIONS:** General laws, municipal ordinances, subdivision maps, zoning ordinances, local assessments, city and  
70 county laws and regulations shall be binding on all the lots on this title. Taxes and assessments  
71 shall be paid for the property for the year ending on the date of this deed. If the property is not in compliance with  
72 the laws of the city or county, the laws of the state and the laws of the federal government, the  
73 seller shall be responsible for the same. The buyer shall be responsible for the same. The buyer shall be responsible for the  
74 same. The buyer shall be responsible for the same. The buyer shall be responsible for the same. The buyer shall be responsible for the  
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84 same. The buyer shall be responsible for the same. The buyer shall be responsible for the same. The buyer shall be responsible for the  
85 same. The buyer shall be responsible for the same. The buyer shall be responsible for the same. The buyer shall be responsible for the

86 In the event the property shall be deemed subject to any condition, the requirement (C.A.D.V.)  
87 BUYER or SELLER agree to pay the amount of such requirement.

88 **ASSIGNMENT OF INTEREST:** This contract shall be held as escrow instructions subject to the  
89 terms and conditions of the same, and the buyer shall be responsible for the same. The buyer shall be responsible for the  
90 same. The buyer shall be responsible for the same. The buyer shall be responsible for the same. The buyer shall be responsible for the  
91 same. The buyer shall be responsible for the same. The buyer shall be responsible for the same. The buyer shall be responsible for the  
92 same. The buyer shall be responsible for the same. The buyer shall be responsible for the same. The buyer shall be responsible for the  
93 same. The buyer shall be responsible for the same. The buyer shall be responsible for the same. The buyer shall be responsible for the

94 (Under DATE), complete payment of the purchase price to BUYER or other party named in this deed, and the  
95 assignment of title to BUYER shall be completed by the date of the transfer of title to the buyer.

Agreed by CAPOL L. HARRIS, DUELL L. HARRIS and ROBERT L. HARRIS on this 1-31-17 date.  
1-31-17  
DF-272812J

COPY

43 NOTE: In the event of a dispute between SELLER and BUYER over the return or forfeiture of earnest money held  
44 in escrow by a Broker, the Broker is required by state law to retain said funds in the Broker's trust or escrow  
45 account until a written release from the parties consenting to its disposition has been obtained or until  
46 disbursement is ordered by a court of competent jurisdiction.

47 CLOSING All funds and documents necessary for the completion of this transaction shall be placed in escrow  
48 with the lending institution or escrow company on or before Feb 28 17 and title shall be  
49 transferred on or about Feb 22 17 3/14/17

50 POSSESSION SELLER shall deliver possession to BUYER on title transfer (date) at (time)  
51 10 AM 10 PM provided the title has transferred. Subject to BUYER's rights, if any, the premises may be occupied  
52 by the SELLER free for ( ) days. Additional NA days at a rate of  
53 \$ per day. Payment and collection of fees for use and occupancy after transfer of title are the  
54 sole responsibility of SELLER and BUYER.

55 TITLE SELLER shall convey a marketable title to BUYER by general warranty deed and/or fiduciary deed, if  
56 required, with covenants released, free and clear of all liens and encumbrances whatsoever, except a) any  
57 mortgage assumed by BUYER, b) such restrictions, conditions, assessments (however created) and  
58 encroachments as do not materially adversely affect the use or value of the property, c) zoning ordinances, if any,  
59 and d) taxes and assessments, both general and special, not yet due and payable. SELLER shall furnish an  
60 Owner's Fee Policy of Title Insurance from All Real Estate Solutions  
61 (title company - if BUYER has a preference) in the amount of the purchase price with cost of the insuring  
62 premium split equally between SELLER and BUYER. If the property is tenanted, SELLER shall furnish an  
63 Owner's Duplicate Certificate of Title, and a United States Court Search and Tax Search. SELLER shall have  
64 thirty (30) days after notice to remove title defects. If unable to do so, BUYER may either a) accept Title subject to  
65 each defect without any reduction in the purchase price or b) terminate this AGREEMENT, in which case neither  
66 BUYER, SELLER nor any REALTOR(S) shall have any further liability to each other, and both BUYER and  
67 SELLER agree to sign a mutual release, whereupon the Broker shall return the earnest money to BUYER.

68 PRORATIONS General taxes, annual maintenance fees, subdivision charges, special assessments, city and  
69 county charges and tenant's rents shall be prorated as of the date of the title transfer. Taxes and assessments  
70 shall be prorated based upon the latest available tax duplicate. However, if the tax duplicate is not yet available or  
71 the improved land is currently valued as land only, taxes and assessments shall be prorated based upon 75% of  
72 the selling price times the millage rate. The escrow agent is instructed to contact the local governmental taxing  
73 authority, verify the correct tax value of the property as of the date of title transfer and pay the current taxes due to  
74 the date of the title transfer. If the property being transferred is new construction and recently completed or in the  
75 process of completion at the time the AGREEMENT was signed by the parties, the escrow agent is instructed to  
76 make a good-faith estimate of the taxes to be owed by the value of the improved property to the date of title  
77 transfer and reserve sufficient funds in escrow from SELLER's net proceeds to pay those taxes when they  
78 become due and payable after title transfer. The escrow agent is instructed to release the balance of the funds on  
79 reserve once they receive notice from the local county auditor that the taxes on the land and improvements have  
80 been paid in full to the date of title transfer. BUYER acknowledges that the latest available tax duplicate may not  
81 reflect the accurate amount of taxes and assessments that will be owed. SELLER agrees to reimburse BUYER  
82 directly outside of escrow for any increase in valuation and the cost of all passed or levied, but not yet certified,  
83 taxes and assessments, if any, prorated to the date of title transfer. SELLER is not aware of any proposed taxes  
84 or assessments, public or private, except the following:

86 In the event the property shall be deemed subject to any agricultural tax recoupment (C.A.U.V.),  
87 BUYER or SELLER agrees to pay the amount of such recoupment.

88 CHARGES/ESCROW INSTRUCTIONS This AGREEMENT shall be used as escrow instructions subject to the  
89 Escrow Agent's usual conditions of acceptance. SELLER shall pay the following costs through escrow: a) real  
90 estate transfer tax, b) any amount required to discharge any mortgage, lien or incumbrance not assumed by  
91 BUYER, c) title exam and one-half the cost of insuring premium for Owner's Fee Policy of Title Insurance, d)  
92 prorations due BUYER, e) Broker's commissions, f) one-half of the escrow and g)  
93 other  
94 (unless VA/FHA regulations prohibit payment of escrow fees by BUYER, in which case SELLER shall pay the  
95 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, CCAR, MOLAS BOR and the Coalinga County Bar Association  
Revised May 1, 2009  
Page 2 of 6

SELLER'S INITIALS AND DATE  
OP 2/28/17

BUYER'S INITIALS AND DATE  
VK 1-31-17



96 which are in favor. The original copy shall remain with the Seller for  
 97 the Seller's use only and a copy shall be provided to the Buyer. The  
 98 Buyer.

99 BUYER shall pay the following through escrow (unless ordered by VA/FHA regulator): of one-half of the  
 100 escrow fee to one-half the cost of escrow proceeds for Owners Fee Policy of Title Insurance; of all recording  
 101 fees for the deed and any mortgage, and of other \_\_\_\_\_

102 \_\_\_\_\_ BUYER shall secure fire insurance on the property.

103 BUYER shall secure the availability of a LIMITED HOME WARRANTY PROGRAM with a deductible paid by  
 104 BUYER. BUYER shall not be provided a copy of \_\_\_\_\_ limited to 30 days after closing from  
 105 \_\_\_\_\_ and BUYER shall pay for the LIMITED HOME WARRANTY PROGRAM at all  
 106 times any proceeds are retained in the escrow. \_\_\_\_\_ shall not be the home warranty provider.

107 13. The SELLER(s) hereby authorizes and assigns the escrow agent to send a copy of their duly signed HUD1  
 108 Settlement Statement to the Bureau of Public Administration (BPA) on the AGREEMENT property and closing.

109 14. The BUYER(s) hereby authorizes and assigns the escrow agent to send a copy of their duly signed HUD1  
 110 Settlement Statement to the Bureau of Public Administration (BPA) on the AGREEMENT property and closing.

111 INSPECTION. This AGREEMENT shall be subject to the following inspection by a qualified inspector of  
 112 BUYER'S choice within the specified number of days from formation of this AGREEMENT. BUYER assumes  
 113 full responsibility for costs and retains a qualified contractor for such inspection. The vendor's failure to  
 114 comply with this inspection shall constitute a breach of the contract. BUYER shall not be responsible for  
 115 BUYER's negligence that results in any damage to the property of BUYER's agent and hereby BUYER  
 116 acknowledges that BUYER is getting copies of the copies of BUYER'S agent and hereby BUYER  
 117 acknowledges that BUYER is getting copies of the copies of BUYER'S agent and hereby BUYER  
 118 acknowledges that BUYER is getting copies of the copies of BUYER'S agent and hereby BUYER  
 119 acknowledges that BUYER is getting copies of the copies of BUYER'S agent and hereby BUYER  
 120 acknowledges that BUYER is getting copies of the copies of BUYER'S agent and hereby BUYER

121 INSPECTIONS REQUIRED BY ANY STATE, COUNTY, LOCAL GOVERNMENT OR FINANCIAL INSTITUTION DO NOT  
 122 NECESSARILY WAIVE THE NEED FOR THE INSPECTIONS LISTED BELOW.

123 BUYER shall have the right to have each professional inspection in which BUYER has  
 124 an interest performed by BUYER to determine if such inspection is a condition of such  
 125 inspection and if not, to have such inspection performed by BUYER'S agent.

126	127	128	129	130	131	132	133	134
Expense	Inspection	Expense	BUYER	SELLER				
Yes	No							
128	<input checked="" type="checkbox"/>	<input type="checkbox"/>	GENERAL HOME _____ days from formation of AGREEMENT	<input checked="" type="checkbox"/>	<input type="checkbox"/>			CRJ X
129	<input type="checkbox"/>	<input type="checkbox"/>	SEPTIC SYSTEM _____ days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>			2-23-17 X
130	<input type="checkbox"/>	<input type="checkbox"/>	WATER TREATMENT _____ days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>			
131	<input type="checkbox"/>	<input type="checkbox"/>	WELL FLOW RATE _____ days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>			
132	<input type="checkbox"/>	<input type="checkbox"/>	RADON _____ days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>			
133	<input type="checkbox"/>	<input type="checkbox"/>	OTHER _____ days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>			

135 All of the inspection reports BUYER shall have three (3) days to give me or the listing agent of the property  
 136 the inspection report and if not the property shall be subject to the terms of the contract. If the  
 137 inspection report is not given to me or the listing agent within three (3) days of the inspection report being  
 138 the inspection report is a written agreement report, provided by a qualified contractor in a professional manner  
 139 and the inspection report is a written agreement report, provided by a qualified contractor in a professional manner  
 140 and the inspection report is a written agreement report, provided by a qualified contractor in a professional manner

141 If the property is located in an unincorporated area, BUYER agrees to sign an  
 142 agreement to purchase the property and to pay for the inspection and recording fees associated with the property.

DP 2/28/17

96 whichever is later. The escrow agent shall withhold \$ 00.00 from the proceeds due SELLER for  
97 the SELLER's final water and sewer bills. Tenant security deposits, if any, shall be credited in escrow to the  
98 BUYER.

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 Insurance; c) all recording  
101 fees for the deed and any mortgage, and d) other \_\_\_\_\_

102 \_\_\_\_\_ BUYER shall secure new insurance on the property.

103 BUYER acknowledges the availability of a LIMITED HOME WARRANTY PROGRAM with a deductible paid by  
104 BUYER which  will  will not be provided at a cost of \$ \_\_\_\_\_ charged to  SELLER  BUYER from  
105 escrow at closing. SELLER and BUYER acknowledge that this LIMITED HOME WARRANTY PROGRAM will not  
106 cover any pre-existing defects in the property. Broker may receive a fee from the Home warranty provider.

107  The SELLER(s) hereby authorize and instruct the escrow agent to send a copy of their fully signed HUD1  
108 Settlement Statement to the Broker(s) listed on this AGREEMENT promptly after closing.

109  The BUYER(s) hereby authorize and instruct the escrow agent to send a copy of their fully signed HUD1  
110 Settlement Statement to the Broker(s) listed on this AGREEMENT promptly after closing.

111 **INSPECTION** This AGREEMENT shall be subject to the following inspection(s) by a qualified inspector of  
112 BUYER'S choice within the specified number of days from formation of binding AGREEMENT. BUYER assumes  
113 sole responsibility to select and retain a qualified inspector for each requested inspection and releases Broker of  
114 any and all liability regarding the selection or retention of the inspector(s). If BUYER does not elect inspections,  
115 BUYER acknowledges that BUYER is acting against the advice of BUYER's agent and broker. BUYER  
116 understands that all real property and improvements may contain defects and conditions that are not readily  
117 apparent and which may affect a property's use or value. BUYER and SELLER agree that the REALTORS<sup>®</sup> and  
118 agents do not guarantee and in no way assume responsibility for the property's condition. BUYER acknowledges  
119 that it is BUYER's own duty to exercise reasonable care to inspect and make diligent inquiry of the SELLER or  
120 BUYER'S inspectors regarding the condition and systems of the property.

121 INSPECTIONS REQUIRED BY ANY STATE, COUNTY, LOCAL GOVERNMENT OR FHAVA DO NOT  
122 NECESSARILY ELIMINATE THE NEED FOR THE INSPECTIONS LISTED BELOW.

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

Choice	Inspection	Expense
Yes No		BUYER'S SELLER'S
<input checked="" type="checkbox"/> <input type="checkbox"/>	GENERAL HOME <u>3</u> days from formation of AGREEMENT	<input checked="" type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/> <input checked="" type="checkbox"/>	SEPTIC SYSTEM _____ days from formation of AGREEMENT	<input type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/> <input checked="" type="checkbox"/>	WATER POTABILITY _____ days from formation of AGREEMENT	<input type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/> <input checked="" type="checkbox"/>	WELL FLOW RATE _____ days from formation of AGREEMENT	<input type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/> <input checked="" type="checkbox"/>	RADON _____ days from formation of AGREEMENT	<input type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/> <input type="checkbox"/>	OTHER _____ days from formation of AGREEMENT	<input type="checkbox"/> <input type="checkbox"/>

135 After each inspection requested, BUYER shall have three (3) days to elect one of the following: a) Remove the  
136 inspection contingency and accept the property in its "AS IS" PRESENT PHYSICAL CONDITION, or b) Accept  
137 the property subject to SELLER agreeing to have specific items, that were either previously disclosed in writing by  
138 the SELLER or identified in a written inspection report, repaired by a qualified contractor in a professional manner  
139 at SELLER's expense, or c) Terminate this AGREEMENT. If written inspection report(s) identify material latent  
140 defects NOT previously disclosed in writing by the SELLER and any cooperating real estate Broker.

141 If the property is accepted in its "AS IS" PRESENT PHYSICAL CONDITION, BUYER agrees to sign an  
142 Amendment to Purchase AGREEMENT removing the inspection contingency, and the AGREEMENT will proceed.

Approved by CAROL L. CARL, L. CARL, L. CARL, REALTOR and the Chesapeake County Real Estate Association  
Effective May 1, 2000  
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SELLER'S INITIALS AND DATE \_\_\_\_\_ BUYER'S INITIALS AND DATE JK 1-3-17  
OF 2/28/17 © Form 100



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).

154. The BUYER and SELLER can mutually agree IN WRITING to extend the dates for inspections, repairs, or to  
155. exercise their right to terminate this AGREEMENT. SELLER agrees to provide reasonable access to the property  
156. for BUYER to review and approve any conditions corrected by SELLER.

157. Yes No  
158.   **PESTWOOD DESTROYING INSECTS** An inspection of all structures on said premises shall be  
159. made by a licensed inspection or exterminating agency of BUYER's or SELLER's choice at BUYER's  
160. SELLER'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  BUYER  
165. OR  SELLER (unless FHAVA 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.

167. Yes No  
168.   **LEAD-BASED PAINT** BUYER shall have the right to have a risk assessment or inspection of the  
169. property by a qualified inspector, for the presence of lead-based paint and/or lead-based paint hazards at  
170. BUYER's expense within ten (10) days after formation of a binding AGREEMENT. (In fact lead-based paint that is  
171. in good condition is not necessarily a hazard. See EPA pamphlet "Protect Your Family From Lead In Your Home"  
172. for more information.) In the event existing deficiencies or corrections are identified by the inspector in their  
173. written report, BUYER shall have the right to terminate the AGREEMENT or request that the SELLER repair the  
174. specific existing deficiencies noted on the written inspection report. In that event, BUYER agrees to immediately  
175. provide the specific existing deficiencies noted on the written inspection report. In that event, BUYER agrees to  
176. immediately provide SELLER with a copy of the written inspection and/or risk assessment report. Upon receipt of  
177. the inspection report and BUYER's request of repairs, SELLER will have the option to either agree to correct the  
178. deficiencies identified in the inspector's written report or decline to do any repairs. If SELLER elects to correct the  
179. deficiencies, SELLER agrees to provide to BUYER prior to Title Transfer with a certificate from a qualified risk  
180. assessor or inspector demonstrating that the deficiencies have been remedied. If the SELLER declines to correct  
181. the deficiencies, BUYER may elect to terminate the AGREEMENT or accept the property in its "AS IS" condition.  
182. BUYER may remove this right of inspection at any time without SELLER's consent.

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

186. BUYER  HAS NOT        (BUYER's initials) received a copy of the EPA pamphlet entitled  
187. "PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME" and a copy of the "DISCLOSURE ON LEAD-BASED  
188. PAINT AND/OR LEAD-BASED PAINT HAZARDS (disclosure form)." This offer is subject to the SELLER  
189. completing the disclosure form and BUYER's review and approval of the information contained on the disclosure  
190. form within        days from receipt.

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

Approved by CABOR, LoCAR, UCAR, GoCAR, MidAss BOR and the Cuyahoga County Bar Association        1-31-17  
Revised May 1, 2000  
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SELLER'S INITIALS AND DATE  
BUYER'S INITIALS AND DATE  
OF 2/28/17  
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197 **CONDITIONS OF RESALE** BUYER has acquired the property and agrees that the property is being  
198 purchased in "AS IS" **PHYSICAL CONDITION** (including any defects disclosed by the SELLER on  
199 the back of this Residential Property Disclosure Form or identified by any inspection requested by either party.  
200 SELLER agrees in writing BUYER in writing of any additional disclosure items that arise between the time of  
201 acceptance and the date of recording of the deed. BUYER has not relied upon any representations, warranties or  
202 statements about the property (including but not limited to the condition of use) unless otherwise disclosed on the  
203 AGREEMENT or on the Residential Property Disclosure Form.

204 BUYER IS HAS (BUYER'S Initial) received a copy of the Residential Property Disclosure  
205 Form signed by SELLER (Date prior to writing this offer).

206 BUYER IS HAS NOT (BUYER'S Initial) received a copy of the Residential Property  
207 Disclosure Form. This offer is subject to the SELLER completing the Residential Property Disclosure Form and  
208 BUYER's review and approval of the information contained on the disclosure form within 10 days from  
209 receipt.

*None*

210 SELLER shall pay all costs for the repair of any gas line that runs between the street and foundation at the time  
211 of transfer of title. SELLER agrees to comply with any and all local governmental laws of code that apply to order  
212 ordinances. SELLER will provide and/or BUYER with copies of any notices received from governmental  
213 agencies in respect of current building code or regulations. If applicable, BUYER and SELLER  
214 shall have SEVEN (7) days after receipt by BUYER of all notices to decide in writing which party will be  
215 responsible for the completion of any building code or regulation. In the event BUYER and SELLER cannot  
216 agree in writing, the responsibility can be assigned and sold and by either party.

217 **REPRESENTATIONS AND WARRANTIES** BUYER acknowledges that the SELLER completed the Residential  
218 Property Disclosure Form and agrees to hold the BROKER and their agents harmless from any and all claims or  
219 costs made by the SELLER on the form. BUYER also acknowledges and agrees that the BROKER and their  
220 agents have no obligation in writing or otherwise to provide the information provided to the SELLER on the form. BUYER  
221 hereby acknowledges that any representation by SELLER as the true state of affairs regarding the contents  
222 thereof or the terms, conditions or by electronic, mechanical, photocopying, recording, or otherwise, including  
223 data, and related assignments and improvements, and all components, items, etc. are and all verbal  
224 representations made by the BROKER or their agents and you shall upon when purchasing the property. It is  
225 None.

226  
227 **INSURANCE** If any building or other improvements are destroyed or damaged in whole or in part, at any point of the  
228 building, then the Buyer, BUYER, may either accept the insurance proceeds for said damage and  
229 repairs, or the Buyer, BUYER, may terminate this AGREEMENT and receive the return of all monies paid, in each  
230 instance, the return of monies of the purchase price. SELLER shall insure the improvements prior to closing.

231 **ASSIGNMENT** This Agreement and all other writing in whole or in part, shall be assigned to  
232 the BUYER, BUYER, and all other parties, and shall remain in full force and effect. BUYER, BUYER, and all other parties  
233 shall be bound by the terms, conditions, and provisions of this Agreement and shall remain in full force and effect.  
234 **ASSIGNMENT** of this Agreement to the Buyer, BUYER, or any other party, shall be subject to the terms, conditions, and provisions  
235 of this Agreement, and shall be subject to the terms, conditions, and provisions of this Agreement, and shall be subject to the terms, conditions, and provisions  
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244 The attached terms and conditions in the attached addendum 2, Addendum 3, Addendum 4, Addendum 5, Addendum 6, Addendum 7, Addendum 8, Addendum 9, Addendum 10, Addendum 11, Addendum 12, Addendum 13, Addendum 14, Addendum 15, Addendum 16, Addendum 17, Addendum 18, Addendum 19, Addendum 20, Addendum 21, Addendum 22, Addendum 23, Addendum 24, Addendum 25, Addendum 26, Addendum 27, Addendum 28, Addendum 29, Addendum 30, Addendum 31, Addendum 32, Addendum 33, Addendum 34, Addendum 35, Addendum 36, Addendum 37, Addendum 38, Addendum 39, Addendum 40, Addendum 41, Addendum 42, Addendum 43, Addendum 44, Addendum 45, Addendum 46, Addendum 47, Addendum 48, Addendum 49, Addendum 50, Addendum 51, Addendum 52, Addendum 53, Addendum 54, Addendum 55, Addendum 56, Addendum 57, Addendum 58, Addendum 59, Addendum 60, Addendum 61, Addendum 62, Addendum 63, Addendum 64, Addendum 65, Addendum 66, Addendum 67, Addendum 68, Addendum 69, Addendum 70, Addendum 71, Addendum 72, Addendum 73, Addendum 74, 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Addendum 1000.

*Seller Addenda CR7*

2-23-17

197 **CONDITION OF PROPERTY** BUYER has examined the property and agrees that the property is being  
198 purchased in its "AS IS" PRESENT PHYSICAL CONDITION including any defects disclosed by the SELLER on  
199 the state of Ohio Residential Property Disclosure Form or identified by any inspections requested by either party.  
200 SELLER agrees to notify BUYER in writing of any additional disclosure items that arise between the date of  
201 acceptance and the date of recording of the deed. BUYER has not relied upon any representations, warranties or  
202 statements about the property (including but not limited to its condition or use) unless otherwise disclosed on this  
203 AGREEMENT or on the Residential Property Disclosure Form.

204 BUYER  HAS \_\_\_\_\_ (BUYER's initials) received a copy of the Residential Property Disclosure  
205 Form signed by SELLER on \_\_\_\_\_ (date) prior to writing this offer.

206 BUYER  HAS NOT \_\_\_\_\_ (BUYER's initials) received a copy of the Residential Property  
207 Disclosure Form. This offer is subject to the SELLER completing the Residential Property Disclosure Form and  
208 BUYER's review and approval of the information contained on the disclosure form within 10 days from  
209 receipt.

*NONE*

210 SELLER shall pay all costs for the repair of any gas line leak found between the street and foundation at the time  
211 of transfer of utilities. SELLER agrees to comply with any and all local governmental point of sale laws and/or  
212 ordinances. SELLER will promptly provide BUYER with copies of any notices received from governmental  
213 agencies to inspect or correct any current building code or health violations. If applicable, BUYER and SELLER  
214 shall have SEVEN (7) days after receipt by BUYER of all notices to agree in writing which party will be  
215 responsible for the correction of any building code or health violation(s). In the event BUYER and SELLER cannot  
216 agree in writing, this AGREEMENT can be declared null and void by either party.

217 **REPRESENTATIONS AND DISCLAIMERS** BUYER acknowledges that the SELLER completed the Residential  
218 Property Disclosure Form and agrees to hold the Broker(s) and their agents harmless from any misstatements or  
219 errors made by the SELLER on the form. BUYER also acknowledges and agrees that the Broker(s) and their  
220 agents have no obligation to verify or investigate the information provided by the SELLER on that form. BUYER  
221 hereby acknowledges that any representation by SELLER or the real estate agent(s) regarding the square  
222 footage of the rooms, structures or lot dimensions, homeowners fees, public and private assessments, utility bills,  
223 taxes and special assessments are approximate and not guaranteed. Please list any and all verbal  
224 representations made by Broker(s) or their agents that you relied upon when purchasing this property (if none,  
225 write "none"). NONE

227 **DAMAGE** If any building or other improvements are destroyed or damaged in excess of ten percent of the  
228 purchase price prior to title transfer, BUYER may either accept the insurance proceeds for said damage and  
229 complete this transaction or may terminate this AGREEMENT and receive the return of all deposits made. If such  
230 damage is less than ten percent of the purchase price, SELLER shall restore the property to its prior condition.

231 **BINDING AGREEMENT** Upon written acceptance and then either written or verbal notice of such acceptance to  
232 the last offering party, this offer and any addenda listed below shall become a LEGALLY BINDING AGREEMENT  
233 UPON BUYER AND SELLER and their heirs, executors, administrators and assigns and shall represent the entire  
234 understanding of the parties regarding this transaction. All counter-offers, amendments, changes or deletions to  
235 this AGREEMENT shall be in writing and be signed by both BUYER and SELLER. Facsimile signatures shall be  
236 deemed binding and valid. This AGREEMENT shall be used as escrow instructions subject to the Escrow Agent's  
237 usual conditions of acceptance. For purposes of this AGREEMENT, "days" shall be defined as calendar days.  
238 This AGREEMENT is a legally binding contract. If you have any questions of law, consult your attorney.

239 **ADDENDA** The additional terms and conditions in the attached addenda  Agency Disclosure Form  
240  Residential Property Disclosure Form  VA  FHA  FHA Home Inspection Notice  Condo  House Sale  
241 Contingency Addendum  House Sale Contingency Addendum  Lead Based Paint  Other Seller Addenda  
242 are made part of this AGREEMENT. The terms and conditions of any addenda supersede any conflicting  
243 terms in the purchase AGREEMENT.

DF 2/28/12  
SELLER'S INITIALS AND DATE

JK 1-31-17  
BUYER'S INITIALS AND DATE

244 Realife cleveland LLC 21380 Lorain Rd Fairview Park, OH  
245 (BUYER) (ADDRESS AND ZIP CODE) 44126

246 ~~\_\_\_\_\_~~ --> \_\_\_\_\_ --> 1-31-17  
247 (BUYER) (PHONE NO.) (DATE)

248 **DEPOSIT RECEIPT** Receipt is hereby acknowledged, of \$ 1,000  check  note, earnest money,  
249 subject to terms of the above offer.

250 By: Christopher Kaylor Office: REALTY TRUST SERVICES Phone: 3308401073

251 **ACCEPTANCE** SELLER accepts the above offer and irrevocably instructs the escrow agent to pay from  
252 SELLER's escrow funds a commission of MLS 3% percent (3 %)  
253 of the purchase price to REALTY TRUST SERVICES (Broker)  
254 29550 Detroit Road Suite 102 Westlake OH 44145 (Address)  
255 and PER LISTING percent (     %) of the  
256 purchase price to PER LISTING (Broker)  
257 \_\_\_\_\_ (Address)  
258 as the sole procuring agents in this transaction.

259 [Signature]  
260 (SELLER) (ADDRESS AND ZIP CODE)

261 Bay View LLC 2/28/17  
262 (PRINT SELLER'S NAME) (PHONE NO.) (DATE)

263 \_\_\_\_\_  
264 (SELLER) (ADDRESS AND ZIP CODE)

265 \_\_\_\_\_  
266 (PRINT SELLER'S NAME) (PHONE NO.) (DATE)

267 The following information is provided solely for the Multiple Listing Services use and will be completed by the  
268 Brokers or their agents and is not part of the terms of the Purchase AGREEMENT.

269	Multiple Listing Information	
270	<u>Roman B. Tarnawsky</u>	<u>2006006316</u>
271	(Listing agent name)	(Listing agent license #)
272	<u>Lokal Real Estate</u>	<u>9571</u>
273	(Listing broker name)	(Listing broker office #)
274	<u>Christopher Kaylor</u>	<u>2011009085</u>
275	(Selling agent name)	(Selling agent license #)
276	<u>Realty Trust Services</u>	<u>9165</u>
277	(Selling broker name)	(Selling broker office #)





# 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: 7518 Southfield Ave. Brooklyn, OH 44140

Buyer(s): Realife Cleveland LLC

Seller(s): \_\_\_\_\_

### I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by Christopher Kaylor and Realty Trust Services

The seller will be represented by Roman B. Tarnawsky and Lokal Real Estate LLC

### 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.

Realife Cleveland LLC  
BUYER/TENANT DATE 1-31-17

[Signature]  
SELLER/LANDLORD DATE 2/28/17

# 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, 20<sup>th</sup> Floor  
Columbus, OH 43215-6133  
(614) 466-4100



YK  
1-31-17





P.O. Box 15284  
Wilmington, DR 16850

REALIFE MANAGEMENT GROUP LLC  
21380 LORAIN RD STE 201  
FAIRVIEW PARK, OH 44126-2144

### Bus Platinum Privileges

#### Customer service information

☎ 1.888.BUSINESS (1.888.287.4637)

💻 bankofamerica.com

🏦 Bank of America, N.A.  
P.O. Box 25118  
Tampa, FL 33622-5118

## Your Business Advantage Checking Bus Platinum Privileges

for December 1, 2016 to December 31, 2016

Account number: ██████████ 1143

REALIFE MANAGEMENT GROUP LLC

### Account summary

Beginning balance on December 1, 2016	\$172,712.77
Deposits and other credits	356,363.54
Withdrawals and other debits	-437,468.07
Checks	-4,440.00
Service fees	-711.39
<b>Ending balance on December 31, 2016</b>	<b>\$86,456.85</b>

# of deposits/credits: 9

# of withdrawals/debits: 107

# of Items-previous cycle<sup>1</sup>: 4

# of days in cycle: 31

Average ledger balance: \$145,733.44

<sup>1</sup>Includes checks paid, deposited items & other debits



Small Business  
Online Banking

## Stay informed around the clock

**Online Alerts<sup>1</sup>** help keep you informed.

- Monitor your account balances and receive alerts when payments are due
- Be notified when transactions have cleared

To activate Alerts, go to [bankofamerica.com/smallbusiness](http://bankofamerica.com/smallbusiness) and click on Alerts in the Activity Center.



**TIP OF THE MONTH**

<sup>1</sup>Alerts received as text messages on your mobile access device may incur a charge from your mobile access service provider. This feature is not available on the Mobile website. Wireless carrier fees may apply. | ARSRGMCP | SSM-01-16-8548B

WVA  
BLEVA

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Bus Platinum Privileges



P.O. Box 15284  
Wilmington, DE 19880

REALIFE MANAGEMENT GROUP, LLC  
21380 KOBAIN RD STE 201  
FAIRVIEW PARK, OH 44126-2144

Customer Service

- 1-800-BUSINESS (1-800-257-2627)
- bankofamerica.com
- Bank of America, N.A.  
P.O. Box 25118  
Tampa, FL 33622-5118

### Your Business Advantage Checking Bus Platinum Privileges

for December 1, 2016 to December 31, 2016

REALIFE MANAGEMENT GROUP LLC

Account number: [redacted] 1145

#### Account summary

Beginning balance on December 1, 2016	\$172,712.77
Deposits and other credits	356,963.54
Withdrawals and other debits	-437,488.07
Checks	-4,440.60
Service fees	-711.59
Ending balance on December 31, 2016	68,436.85

- # of deposits/credits: 9
- # of withdrawals/debits: 107
- # of items previous cycle: 4
- # of days in cycle: 31
- Average ledger balance: \$145,733.44
- \*Includes checks paid, deposits, loans, and other debits

## Stay informed around the clock

- Online Alerts<sup>1</sup> help keep you informed.
- Monitor your account 24/7 with real-time alerts by email, text or app.
  - Be notified when transactions have cleared.

To activate Alerts, go to [bankofamerica.com/onlinealerts](http://bankofamerica.com/onlinealerts) and click on Alerts in the Activity Center.



Smart Alerts  
Online Banking

