

Property ID: 8079

Real Estate Information Sheet

Property Address: 3714 W 37th Cleveland, OH 44109

Town: _____

Village: _____

Parcel/Map No.: _____

SELLER INFORMATION

Seller(s) Mountainside Realty Ventures

Name(s):

Home Address:

Telephone: H:
W:
C:

Email:

Real Estate Agent for Seller:

Name: Mike Wallace
Agency: Re/Max Real Estate Group
Address: 20006 Detroit Rd #201
Rocky River OH 44116

Phone: 440-782-6566
Email: bethwallace@realtyxo.com

Settlement Company:

Company Name: Ohio Real Title Agency
Closer Name: Peggy Lee
Email: orders@ohiorealtitle.com
Phone: 216-373-9900

BUYER INFORMATION

Buyer(s) George J. Khadige
Joseph W. Khadige

Name(s):

Home Address: 3535 Hawthorne Rd
Broadview Hts, OH

Telephone: H: 44147
W:
C:

Email:

Real Estate Agent for Buyer:

Name: Christopher C Kaylon
Agency: Realty Trust Services
Address: 29550 Detroit Rd
Westlake, OH

Phone: 330 8401073
Email: chrisckaylon@gmail.com

Buyer Attorney or Lender:

Firm Name:
Name:
Email:
Phone:

Property ID: 2079

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT ("Agreement"), as hereinafter defined, is executed as of 3/28 2017 ("Effective Date") by and between Mountainside Realty Ventures, LLC ("Seller") and George Khadis Buyer - this is how buyer name will appear on deed
Joseph Khadis

1. PROPERTY

Seller, in consideration of Purchase Price (defined below) hereby agrees to sell, transfer and convey, and Buyer hereby agrees to purchase, the Property commonly known as:

Parcel Number: 015-23-091

Property Address: 3714 W 37th St Cleveland OH 44109

Subject to the encumbrances and exceptions contained in this Agreement.

2. PURCHASE PRICE

The total purchase price of 17,250 Dollars and 00/100 (\$) is payable by Buyer as follows ("Purchase Price"):

- a. Earnest Money Deposit to be paid to Escrow Agent, defined in Section 4(a), on the execution of this Agreement ("Deposit") \$ 1,000
- b. Seller may terminate purchase agreement if Deposit is not received by escrow agent within three days of final signed purchase agreement
- c. Balance Due at Closing \$ 16,250
- d. TOTAL \$ 17,250

3. FINANCING

The transaction that is the subject of this Agreement: (check one)

is a Cash transaction

is is not, contingent on Buyer obtaining financing for the purchase of the Property.

If the transaction is contingent on financing, the type of financing shall be the following: (check one)

Conventional

FHA

VA

Hard Money Lender

Other (specify): CASH

If this transaction is contingent on financing, Buyer shall apply for a loan in the amount of _____ (\$ _____) with a term of ____ () years, at prevailing rates, terms, and conditions. Buyer shall complete and submit to a mortgage lender of Buyer's choice an application for a mortgage loan containing the terms set forth in this Section 3 within five (5) calendar days of the Effective Date, and shall use diligent efforts to obtain a mortgage loan commitment by _____. If, despite Buyer's diligent efforts, Buyer cannot obtain a mortgage loan commitment by the specified date, Buyer shall notify Seller in writing and then either Buyer or Seller may terminate this Agreement by giving written notice to the other party. Buyer's notice must include a copy of the loan application, proof of the application date, and a copy of the denial letter from the prospective lender. In the event of a proper termination of this Agreement under this Section 3, the Deposit shall be returned to Buyer. Buyer agrees to cooperate and comply with all requests for documents and information from Buyer's chosen lender during the loan application process. Failure of Buyer to comply with such requests from the lender that results in the denial of the mortgage loan will be a breach of this Agreement and Seller shall be entitled to retain the Deposit.

- (a) Any change of the terms of Buyer's financing, including but not limited to any change in Buyer's lender, after financing negotiations have been completed may, at Seller's sole discretion, require renegotiation of the terms of this Agreement. Seller shall have the right to terminate this Agreement in the event there is a change in Buyer's financing or choice of lender.
- (b) Buyer shall ensure that the lender selected by Buyer to finance Seller's purchase under this Agreement shall deposit the funds necessary to close with the Escrow Agent as of the Closing Date. Buyer shall further ensure that the selected lender shall provide all lender-prepared closing documentation to Escrow Agent no later than 48 hours prior to the Closing Date. Any delays in closing as a result of Buyer's selected lender shall be the responsibility of Buyer.

4. TITLE AND CLOSING SERVICES

(a) Buyer will obtain title and escrow services from (check one):

Ohio Real Title Agency, Inc. If Buyer selects this option, Seller shall pay for the owner's and lender's title insurance policies. Buyer and Seller agree that Seller's payment of the title insurance products is limited to the amount that Seller would pay Ohio Real Title Agency, Inc. under Seller's agreement with Ohio Real Title Agency, Inc. for a basic residential and lender's title insurance policy or their equivalent. ****seller pays for Title Insurance only****

Other escrow closing and title provider. If Purchaser selects this option, Purchaser shall bear the expense for all the title insurance costs associated with the transaction, regardless of local custom, requirement, or practice. Within fourteen (14) calendar days from the Effective Date of this Agreement, Buyer shall, at Buyer's expense, have the right to obtain a title commitment and review same. Buyer shall bear the cost of any owner's or lender's title insurance policy.

For the purposes of this Agreement, the provider selected under this Section 4(a) is defined as "Escrow Agent."

5. PERSONAL PROPERTY AND FIXTURES

Items of personal property, including but not limited to window coverings, appliances, manufactured homes, mobile homes, vehicles, spas, antennas, satellite dishes, and garage and door openers, now or

hereafter located on the Property, are not included in this sale or the Purchase Price unless specifically described and reference at the end of this Section. Seller makes no representation or warranty as to the condition of personal property, title to personal property or whether any personal property is encumbered by liens. Any personal property at or on the Property may be subject to claims by third parties and, therefore, may be removed from the Property prior to or at the closing. Buyer agrees that Seller shall have no liability for any claim or losses that Buyer or Buyer's successors and/or assigns may incur as a result of any condition or other defect which may now or hereafter exist with respect to such personal property. Any items of personal property remaining after the sale of the Property are deemed to add no value to the transaction and are not part of the actual transaction, and are given to Buyer in "AS IS, WHERE IS" condition with no seller representation or warranty regarding condition or ownership. No bill of sale will be provided for such items.

6. DATE OF CLOSING AND CONDITION OF PROPERTY

- a. The closing of this transaction, i.e., the date of title transfer, shall occur on or before 4/21 / 2017, ("Closing Date"). Buyer hereby agrees at the date of closing Buyer shall accept the Property in its "AS IS, WHERE IS" condition, notwithstanding the existence of any defects known or unknown, latent or otherwise.
- b. Seller will convey title by Limited Warranty Deed, free and clear of all known liens and encumbrances whatsoever, except restrictions, reservations, easements, and conditions of record, zoning ordinances, if any, and taxes and assessments, both general and special, that are a lien but not yet due and payable. Buyer, for himself/herself/themselves, and their respective heirs, administrators, executors, personal representatives, successors and assigns, agree(s) to defend, release and hold harmless Seller and Seller's officers, directors, employees, agents, successors, and assigns from all claims, losses, causes of actions, lawsuits, damages, judgments, injury, third party claims, and other liability of any nature arising out of or related to the condition of the Property.
- c. Time is of the essence of this Agreement. Buyer agrees to use Buyer's best efforts to meet the designated Closing Date. In the event the closing extends beyond the designated Closing Date through no fault of Seller, Buyer hereby agrees to pay Seller the sum of \$100.00 (One Hundred Dollars) for each day the closing is delayed beyond the designated Closing Date; this sum shall be in addition to any rent that may be due under the terms of any temporary residential lease agreement in effect. Any and all extensions of the designated Closing Date must be in writing and pre-approved by the Seller. Notwithstanding anything to the contrary stated herein, it is understood and agreed that Seller shall retain the right to cancel this Agreement and pursue the remedies set forth in Section 12 hereof, if Buyer fails to meet the designated Closing Date. The sale may not close in escrow without the prior written consent of Seller.
- d. Buyer is responsible for the installation of new locks on the Property immediately upon closing and Buyer shall hold Seller and Seller's representatives harmless and indemnify Seller and Seller's representatives from and against any and all damages, claims, liens, losses, liabilities, costs, injuries, attorney's fees and expenses of every kind and nature that may be made against Seller as a result of Buyer's failure to install new locks on the Property at Closing.

7. NO REPRESENTATIONS BY SELLER

Seller to pay all taxes and assessments due and payable as of the Closing Date. If the Escrow Agent cannot obtain the current water and sewer bills prior to closing for payment on the HUD, the water and sewer bills may be paid by the Seller outside of escrow through the Closing Date.

Any liens, assessments, fines or taxes that are due and payable at the time of closing shall be the responsibility of the Seller. This is defined as items identified by the Title Company in a title exam along with items on the tax duplicate at the Closing Date. All other liens, assessments, fines or taxes that are subsequently assessed or placed on the tax duplicate after the Closing Date are the responsibility of the Buyer regardless of date incurred.

11. PRORATIONS

There shall be no proration at the closing of this transaction.

12. DEFAULT


- a. If Seller fails to perform under the terms of this Agreement, Buyer shall be entitled to terminate this Agreement and receive the return of the Deposit as Buyer's sole and exclusive remedy. If Buyer fails to perform for any reason, all lender's fees, attorney's fees and closing costs incurred, whether the responsibility of Buyer or Seller, will be paid by Buyer, and Seller will be entitled to the Deposit as liquidated damages for, among other things, the additional cost of carrying the Property and lost marketing time which the parties acknowledge and agree are difficult to calculate. The parties further specifically acknowledge and agree that such liquidated damages shall not be construed or deemed to constitute a penalty and the right given to Seller to retain the Deposit shall not constitute Seller's sole and exclusive remedy. In the event that litigation or mediation is required with respect to enforcing or interpreting this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs.
- b. For purposes of this section, if this transaction is designated by Buyer as a cash transaction in Section 3 above, it is expressly understood that Seller will be materially relying on such representation. As such, if Buyer subsequently elects to purchase the Property via third-party financing rather than cash as previously agreed, then Buyer's failure to close a cash transaction shall constitute a default by Buyer thereby entitling Seller to the liquidated damages referenced above.

13. EARNEST MONEY DEPOSIT - NON-REFUNDABLE DEPOSIT

Upon contract execution, the earnest money deposit will be considered nonrefundable. - see Section 8.

Unless otherwise agreed upon by all parties in writing, the earnest money deposit will be automatically released to the Seller. Should Purchaser select a Title Company other than Ohio Real Title Co., as recommended by the Seller, in the event the Buyer is unable to fulfill their contractual duties through fault of the Title Company the Seller may elect to cancel the Contract pursuant to 12(a) or enforce requirement of 6(c).

 _____ Buyer Initials

 _____ Buyer Initials

14. INDEMNIFICATION

Buyer, for itself and its heirs, executors, administrators, personal representatives, successors and assigns, agrees to indemnify, defend and hold harmless Seller, its affiliates, parent, tenants, agents, employees, successors, assigns, and contractors, from and against any and all liabilities, obligations, damages,

penalties, claims, actions, costs, charges and expenses, (including reasonable attorneys' fees) which may be imposed upon, incurred by or asserted against Seller, its affiliates, parent, tenants, agents, employees, successors, assigns, and contractors arising out of or related to any and all inspections made by Buyer, its agents, contractors or employees including, but not limited to, (i) any and all property damage to the Property or to any adjoining property; and (ii) any and all personal injuries to Buyer or any other person(s).

15. REAL ESTATE BROKER COMMISSIONS

The total real estate broker commission payable by Seller pursuant to this sale, if applicable, shall be based upon the net purchase price (i.e. net of any and all Seller concessions) and consistent with the separate Listing Agreement with the real estate broker. Escrow Agent is authorized and directed to pay such commission from the sale proceeds at closing pursuant to the terms of the Closing Instructions (or similar form) to be provided by Seller. In no event shall any real estate broker commissions be deemed earned and payable until the closing of the purchase and sale is consummated; title passes to Buyer; and Seller receives proceeds of the sale.

16. WAIVERS

As a material consideration to Seller entering into this Agreement with Buyer, Buyer expressly waives (i) the remedy of specific performance on account of Seller's default under this Agreement; (ii) 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 the Property; (iii) the right to invoke any other equitable remedy that may be available that, if invoked, would prevent Seller from conveying the Property to a third party purchaser; (iv) any claims or losses relating to Environmental Conditions (as defined below) affecting the property; (v) any claim arising from encroachments, easements, shortages in area or any other matter which would be disclosed or revealed by a survey or inspection of the Property or search of the public records. In the event that Buyer breaches any of the representations, warranties, and covenants described or contemplated under this paragraph and a court finds that such action is without merit, Buyer shall pay all reasonable attorney's fees and costs incurred by Seller in defending such action.

17. ENVIRONMENTAL CONDITIONS

Mold, mildew, spores and/or other microscopic organisms and/or allergens (collectively referred to in this Agreement as "Mold") are environmental conditions that are common in residential properties and may affect the Property. Mold, in some forms, has been reported to be toxic and to cause serious physical injuries, including, but not limited to, respiratory reactions or other problems, particularly in persons with immune system problems, young children and/or elderly persons. Mold has also been reported to cause extensive damage to personal and Property. Mold may have been removed or covered in the course of cleaning or repairing the Property. The Buyer acknowledges that, if Seller, or any of Seller's employees, contractors, or agents cleaned or repaired the Property or remediated Mold contamination, Seller does not in any way warrant the result of the cleaning, repairs or remediation. Buyer accepts full responsibility for all hazards that may result from the presence of Mold in or around the Property. Buyer is satisfied with the condition of the Property notwithstanding the past or present existence of Mold in or around the Property and Buyer has not, in any way, relied upon any representation of Seller, Seller's employees, officers, directors, contractors, or agents concerning the past or present existence of Mold in or around the Property.

18. CITY INSPECTION ISSUES

Buyer agrees to be responsible for any remedial issues required in any applicable municipal code or in the inspection report (if applicable per the municipality in which the property is located), and hereby holds Seller and Seller's agent harmless for any omissions or subsequent conditions/changes in requirements for physical condition of the Property. Buyer agrees to sign any Seller city-required documents regarding responsibility for remedial issues. In the event that as a result of a "point of sale" inspection, the local municipality declines to permit the closing of the transaction contemplated herein because of Buyer's failure to comply with this Section 15, Seller may elect to terminate this Agreement by written notice to Buyer, and the Deposit shall be nonrefundable and shall be paid to Seller by Escrow Agent upon receipt of written notice to Escrow Agent from Seller of the inability to close this transaction due to the conditions set forth in this section.

19. MISCELLANEOUS

- a. Assignability. Buyer may not assign or transfer this Agreement without prior written consent of Seller, which Seller may exercise in Seller's sole discretion. Any such attempted assignment without prior written consent of Seller shall be void and without effect.
- b. Performance. The acceptance of a deed by Buyer shall be deemed to be a full performance and discharge of this Contract in its entirety.
- c. Severability; Governing Law. If any term or condition of this Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such term or condition to any other persons or circumstances shall not be affected thereby and shall be enforced to the fullest extent permitted by law. This Agreement shall be construed according to the law of the State of Ohio.

20. NOTICES

Any notices required to be issued pursuant to this Agreement shall be sent to the addresses of the parties set forth below their signatures, by hand delivery, recognized overnight courier requiring written receipt of delivery, or by certified mail, return receipt required.

21. SUPERSESION

In the event the terms of this Agreement are inconsistent with any other agreement related to the sale of the Property, the terms of this Agreement shall prevail.

SELLER:

Mountainside Realty Ventures, LLC

DocuSigned by:
Chris Macri

By: DBCDE66F516449A...
It's Authorized Signatory

Date: / /2017 3/31/2017

Seller Address: _____

Phone: _____

BUYER:

x by Shay J. Shuck
By: Joseph K. King

Date: 3/28 2017

Buyer Address: 3535 Hawthorne + AL
Broadview Hts, OH 44147

Phone: _____

Tax I.D. Number: _____

Date: 3/28/, 2017

Tax I.D. Number: _____

Date: 3/28/, 2017



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: 3714 w37th St. Cleveland, Ohio 44109
 Buyer(s): George J. Khadige and Joe J. Khadige
 Seller(s): MOUNTAINSIDE REALTY VENTURES

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by Christopher Kaylor AGENT(S), and Realty Trust Services BROKERAGE.
 The seller will be represented by Mike Wallace AGENT(S), and RE/MAX Real Estate Group BROKERAGE.

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.

[Signature]
 BUYER/TENANT
[Signature]
 BUYER/TENANT

3-28-17
DATE
3-28-17
DATE

DocuSigned by:
[Signature]
SELLER/LANDLORD
3/31/2017
DATE
DBCD666516449A...

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 Licensees: 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 43215-6133
(614) 466-4100



DS
CM



[Handwritten signature]
3-28-17

[Handwritten signature]
3-28-17

PURPOSE/REMITTER: EARNEST MONEY FOR 3714 W 37TH



CASHIER'S CHECK

No. 9156503574

91-38
929

DATE: MARCH 29, 2017

PAY ONE THOUSAND DOLLARS AND 00 CENTS

TO THE ORDER OF: OHIO REAL TITLE AGENCY LLC

\$ 1,000.00

CUSTOMER COPY

Location: 9156 Clark 25th

U.S. Bank National Association
Minneapolis, MN 55482

NON NEGOTIABLE

AUTHORIZED SIGNATURE

HARLAND BLANKS - 10744 21113 - 40157220



CASHIER'S CHECK

No. 9156503574

91-38
929

DATE: MARCH 29, 2017

PAY ONE THOUSAND DOLLARS AND 00 CENTS

TO THE ORDER OF: OHIO REAL TITLE AGENCY LLC

\$ 1,000.00

PURPOSE/REMITTER: EARNEST MONEY FOR 3714 W 37TH

Location: 9156 Clark 25th

U.S. Bank National Association
Minneapolis, MN 55482

AUTHORIZED SIGNATURE

⑈9156503574⑈ ⑆092900383⑆ 150080235214⑈

Share Class Conversion Statement

February 10, 2017 through February 13, 2017



P.O. Box 8266 • Boston, MA 02266

JOSEPH J KHADIGE
 GEORGE J KHADIGE
 [REDACTED]
 3535 HAWTHORNE TRL
 BROADVIEW HTS OH 44147-3915

Investor Services: 1-800-222-8222
 24 hours a day, 7 days a week
 Automated line: 1-800-368-7550
 Web site: www.wellsfargofunds.com

STATEMENT SUMMARY

On February 10, 2017, WealthBuilder Class shares converted to Class C shares. The fund number that is part of your account number changed. If you fund your account through direct deposit, you must notify the third party of your new fund number.

TOTAL STATEMENT VALUE

As of February 13, 2017 **\$175,888.12**

ACCOUNTS IN YOUR STATEMENT

Account	Name on Account	Account Type	Beginning Value on 2-10-17	Ending Value on 2-13-17
Wells Fargo Funds				
1	JOSEPH J KHADIGE GEORGE J KHADIGE [REDACTED]	Joint Tenants	\$175,119.59	\$175,888.12
Total Statement Value			\$175,119.59	\$175,888.12

(cont'd on back)

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

Property Address: 3714 W 37th Cleveland, OH 44107

Lead Warning Statement

Every buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure of lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's Acknowledgment (initial)

(c) Buyer has received copies of all information listed above.

(d) Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Buyer has (check (i) or (ii) below):

(i) received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

BUYER

DATE

SELLER Chris Macri

DATE

BUYER

DATE

SELLER

DATE

AGENT

Date

AGENT

Date



RESIDENTIAL PROPERTY DISCLOSURE FORM

Purpose of Disclosure Form: This is a statement of certain conditions and information concerning the property actually known by the owner. An owner may or may not have lived at the property and unless the potential purchaser is informed in writing, the owner has no more information about the property than could be obtained by a careful inspection of the property by a potential purchaser. Unless the potential purchaser is otherwise informed, the owner has not conducted any inspection of generally inaccessible areas of the property. This form is required by Ohio Revised Code Section 5302.30.

THIS FORM IS NOT A WARRANTY OF ANY KIND BY THE OWNER OR BY ANY AGENT OR SUBAGENT REPRESENTING THE OWNER. THIS FORM IS NOT A SUBSTITUTE FOR ANY INSPECTIONS. POTENTIAL PURCHASERS ARE ENCOURAGED TO OBTAIN THEIR OWN PROFESSIONAL INSPECTION(S).

Owner's Statement: The statements contained in this form are made by the owner and are not the statements of the owner's agent or subagent. The statements contained in this form are provided by the owner only to potential purchasers in a transfer made by the owner. The statements are not for purchasers in any subsequent transfers. The information contained in this disclosure form does not limit the obligation of the owner to disclose an item of information that is required by any other statute or law to be disclosed in the transfer of residential real estate.

OWNER INSTRUCTIONS

Instructions to Owner: (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is needed. (4) Complete this form yourself. (5) If some items do not apply to your property, write NA (not applicable). If the item to be disclosed is not within your actual knowledge, indicate Unknown.

Owner's Initials AM Date _____
Owner's Initials _____ Date _____

X Purchaser's Initials JK Date 2/12/17
X Purchaser's Initials KA Date 3/29/17



STATE OF OHIO DEPARTMENT OF COMMERCE

2013

RESIDENTIAL PROPERTY DISCLOSURE FORM

Pursuant to section 5302.30 of the Revised Code and rule 1301.5-6-10 of the Administrative Code.

TO BE COMPLETED BY OWNER (Please Print)

Property Address:

3714 W 37 Cleve 44109

Owners Name(s):

Mountainside Realty Ventures, LLC

Date:

2016

Owner is not occupying the property. If owner is occupying the property, since what date:

If owner is not occupying the property, since what date: Never Occupied Property

THE FOLLOWING STATEMENTS OF THE OWNER ARE BASED ON OWNER'S ACTUAL KNOWLEDGE

A) WATER SUPPLY: The source of water supply to the property is (check appropriate boxes):

- Public Water Service, Private Water Service, Private Well, Shared Well, Holding Tank, Cistern, Spring, Pond, Unknown, Other

Do you know of any current leaks, backups or other material problems with the water supply system or quality of the water? No Yes

Is the quantity of water sufficient for your household use? (NOTE: water usage will vary from household to household) Yes No

B) SEWER SYSTEM: The nature of the sanitary sewer system servicing the property is (check appropriate boxes):

- Public Sewer, Leach Field, Unknown, Private Sewer, Aeration Tank, Other, Septic Tank, Filtration Bed

If not a public or private sewer, date of last inspection: Inspected By:

Do you know of any previous or current leaks, backups or other material problems with the sewer system servicing the property? Yes No

Information on the operation and maintenance of the type of sewage system serving the property is available from the department of health or the board of health of the health district in which the property is located.

C) ROOF: Do you know of any previous or current leaks or other material problems with the roof or rain gutters? Yes No

D) WATER INTRUSION: Do you know of any previous or current water leakage, water accumulation, excess moisture or other defects to the property, including but not limited to any area below grade, basement or crawl space? Yes No

Owner's Initials Date

Purchaser's Initials Date

Property Address _____

Do you know of any water or moisture related damage to floors, walls or ceilings as a result of flooding, moisture seepage, moisture condensation, ice damming, sewer overflow/backlog, or leaking pipes, plumbing fixtures, or appliances? Yes No
If "Yes", please describe and indicate any repairs completed: _____

Have you ever had the property inspected for mold by a qualified inspector? Yes No
If "Yes", please describe and indicate whether you have an inspection report and any remediation undertaken: _____

Purchaser is advised that every home contains mold. Some people are more sensitive to mold than others. If concerned about this issue, purchaser is encouraged to have a mold inspection done by a qualified inspector.

E) STRUCTURAL COMPONENTS (FOUNDATION, BASEMENT/CRAWL SPACE, FLOORS, INTERIOR AND EXTERIOR WALLS): Do you know of any previous or current movement, shifting, deterioration, material cracks/settling (other than visible minor cracks or blemishes) or other material problems with the foundation, basement/crawl space, floors, or interior/exterior walls?

Yes No If "Yes", please describe and indicate any repairs, alterations or modifications to control the cause or effect of any problem identified (but not longer than the past 5 years): _____

Do you know of any previous or current fire or smoke damage to the property? Yes No
If "Yes", please describe and indicate any repairs completed: _____

F) WOOD DESTROYING INSECTS/TERMITES: Do you know of any previous/current presence of any wood destroying insects/termites in or on the property or any existing damage to the property caused by wood destroying insects/termites? Yes No
If "Yes", please describe and indicate any inspection or treatment (but not longer than the past 5 years): _____

G) MECHANICAL SYSTEMS: Do you know of any previous or current problems or defects with the following existing mechanical systems? If your property does not have the mechanical system, mark N/A (Not Applicable).

	YES	NO	N/A		YES	NO	N/A
1) Electrical	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8) Water softener	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2) Plumbing (pipes)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	a. Is water softener leased?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3) Central heating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	9) Security System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4) Central Air conditioning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	a. Is security system leased?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5) Sump pump	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	10) Central vacuum	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6) Fireplace/chimney	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11) Built in appliances	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7) Lawn sprinkler	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	12) Other mechanical systems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If the answer to any of the above questions is "Yes", please describe and indicate any repairs to the mechanical system (but not longer than the past 5 years): _____

H) PRESENCE OF HAZARDOUS MATERIALS: Do you know of the previous or current presence of any of the below identified hazardous materials on the property?

	Yes	No	Unknown
1) Lead-Based Paint	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2) Asbestos	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3) Urea-Formaldehyde Foam Insulation	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4) Radon Gas	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
a. If "Yes", indicate level of gas if known _____			
5) Other toxic or hazardous substances	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If the answer to any of the above questions is "Yes", please describe and indicate any repairs, remediation or mitigation to the property: _____

Owner's Initials OM Date _____
Owner's Initials _____ Date _____

Purchaser's Initials JNL Date 3/27/17
Purchaser's Initials RK Date 3/29/17

Property Address _____

I) UNDERGROUND STORAGE TANKS/WELLS: Do you know of any underground storage tanks (existing or removed), oil or natural gas wells (plugged or unplugged), or abandoned water wells on the property? Yes No
If "Yes", please describe: _____

Do you know of any oil, gas, or other mineral right leases on the property? Yes No

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to oil, gas, and other mineral rights. Information may be obtained from records contained within the recorder's office in the county where the property is located.

J) FLOOD PLAIN/LAKE ERIE COASTAL EROSION AREA:

Is the property located in a designated flood plain? Yes No Unknown
Is the property or any portion of the property included in a Lake Erie Coastal Erosion Area? Yes No Unknown

K) DRAINAGE/EROSION: Do you know of any previous or current flooding, drainage, settling or grading or erosion problems affecting the property? Yes No

If "Yes", please describe and indicate any repairs, modifications or alterations to the property or other attempts to control any problems (but not longer than the past 5 years): _____

L) ZONING/CODE VIOLATIONS/ASSESSMENTS/HOMEOWNERS' ASSOCIATION: Do you know of any violations of building or housing codes, zoning ordinances affecting the property or any nonconforming uses of the property? Yes No
If "Yes", please describe: _____

Is the structure on the property designated by any governmental authority as a historic building or as being located in an historic district? (NOTE: such designation may limit changes or improvements that may be made to the property). Yes No
If "Yes", please describe: _____

Do you know of any recent or proposed assessments, fees or abatements, which could affect the property? Yes No
If "Yes", please describe: _____

List any assessments paid in full (date/amount) _____
List any current assessments: _____ monthly fee _____ Length of payment (years _____ months _____)

Do you know of any recent or proposed rules or regulations of, or the payment of any fees or charges associated with this property, including but not limited to a Community Association, SID, CID, LID, etc. Yes No
If "Yes", please describe (amount) _____

M) BOUNDARY LINES/ENCROACHMENTS/SHARED DRIVEWAY/PARTY WALLS: Do you know of any of the following conditions affecting the property?

- | | Yes | No | | Yes | No |
|---------------------------|--------------------------|--------------------------|---|--------------------------|--------------------------|
| 1) Boundary Agreement | <input type="checkbox"/> | <input type="checkbox"/> | 4) Shared Driveway | <input type="checkbox"/> | <input type="checkbox"/> |
| 2) Boundary Dispute | <input type="checkbox"/> | <input type="checkbox"/> | 5) Party Walls | <input type="checkbox"/> | <input type="checkbox"/> |
| 3) Recent Boundary Change | <input type="checkbox"/> | <input type="checkbox"/> | 6) Encroachments From or on Adjacent Property | <input type="checkbox"/> | <input type="checkbox"/> |

If the answer to any of the above questions is "Yes", please describe: _____

N) OTHER KNOWN MATERIAL DEFECTS: The following are other known material defects in or on the property: _____

For purposes of this section, material defects would include any non-observable physical condition existing on the property that could be dangerous to anyone occupying the property or any non-observable physical condition that could inhibit a person's use of the property.

Owner's Initials OM Date _____
Owner's Initials _____ Date _____

Purchaser's Initials AK Date 3/29/17
Purchaser's Initials RZ Date 3/29/17

Property Address _____

CERTIFICATION OF OWNER

Owner certifies that the statements contained in this form are made in good faith and based on his/her actual knowledge as of the date signed by the Owner. Owner is advised that the information contained in this disclosure form does not limit the obligation of the owner to disclose an item of information that is required by any other statute or law or that may exist to preclude fraud, either by misrepresentation, concealment or nondisclosure in a transaction involving the transfer of residential real estate.

OWNER:  DATE: _____

OWNER: _____ DATE: _____

RECEIPT AND ACKNOWLEDGEMENT OF POTENTIAL PURCHASERS

Potential purchasers are advised that the owner has no obligation to update this form but may do so according to Revised Code Section 5302.30(G). Pursuant to Ohio Revised Code Section 5302.30(K), if this form is not provided to you prior to the time you enter into a purchase contract for the property, you may rescind the purchase contract by delivering a signed and dated document of rescission to Owner or Owner's agent, provided the document of rescission is delivered prior to all three of the following dates: 1) the date of closing; 2) 30 days after the Owner accepted your offer; and 3) within 3 business days following your receipt or your agent's receipt of this form or an amendment of this form.


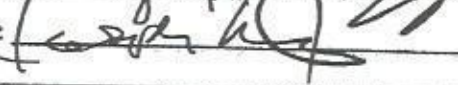
Owner makes no representations with respect to any offsite conditions. Purchaser should exercise whatever due diligence purchaser deems necessary with respect to offsite issues that may affect purchaser's decision to purchase the property.

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to Ohio's Sex Offender Registration and Notification Law (commonly referred to as "Megan's Law"). This law requires the local Sheriff to provide written notice to neighbors if a sex offender resides or intends to reside in the area. The notice provided by the Sheriff is a public record and is open to inspection under Ohio's Public Records Law. If concerned about this issue, purchaser assumes responsibility to obtain information from the Sheriff's office regarding the notices they have provided pursuant to Megan's Law.

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to abandoned underground mines. If concerned about this issue, purchaser assumes responsibility to obtain information from the Ohio Department of Natural Resources. The Department maintains an online map of known abandoned underground mines on their website at www.dnr.state.oh.us.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE FORM AND UNDERSTAND THAT THE STATEMENTS ARE MADE BASED ON THE OWNERS ACTUAL KNOWLEDGE AS OF THE DATE SIGNED BY THE OWNER.

My/Our Signature below does not constitute approval of any disclosed condition as represented herein by the owner.

PURCHASER:  DATE: 3/29/17
PURCHASER:  DATE: 3/29/17