



RUSSELL REAL ESTATE SERVICES
RESIDENTIAL PURCHASE AGREEMENT
 Administrative Office: 12190 Pearl Road, Strongsville Ohio 44136



1. **BUYER:** The undersigned Adam Branscomb offers to buy the
 2. **PROPERTY:** Located at 1211 Lakeland Avenue
 3. Lakewood, Ohio, Zip Code 44107
 4. Permanent Parcel No. 311-32-049, and further described as being: 2 unit, residential

6. The property, which BUYER accepts in its "AS IS" PRESENT PHYSICAL CONDITION, shall include the land, all appurtenant rights, including but not limited to any and all mineral rights, privileges and easements, and all buildings and fixtures, including such of the following as are now on the property: all electrical, heating, plumbing and bathroom fixtures; all window and door shades, blinds, awnings, screens, storm windows, curtain and drapery fixtures; all landscaping, disposal, TV antenna, rotor and control unit, smoke detectors, garage door opener(s) and controls;
 7. all permanently attached carpeting. The following selected items shall also remain: satellite dish, range and oven, microwave, kitchen refrigerator, dishwasher, washer, dryer, radiator covers, window air conditioner, central air conditioning, gas grill, fireplace tools, screen, glass doors and grate, all existing window treatments, ceiling fan(s), wood burner stove inserts, gas logs; and water softener.

15. Also included: _____
 16. Fixtures Not Included: _____

17. **PRICE:** BUYER shall pay the sum of \$ ~~118,000~~ 122,000
 18. Earnest money payable to _____
 19. in the form of a check note, the receipt of which is hereby acknowledged
 20. by RUSSELL REAL ESTATE SERVICES. Note shall be redeemed (as stated on
 21. lines 23-25). All monies received to be deposited into an escrow/trust account
 22. and to be credited against the Purchase Price. \$ 1,000

23. **NOTE TO BE REDEEMED WITHIN FOUR DAYS OF WRITTEN ACCEPTANCE**
 24. **OR 24 HOURS AFTER SATISFACTORY COMPLETION OF ALL QUALIFIED**
 25. **INSPECTIONS, IF APPLICABLE.**
 26. Additional monies to be placed in escrow with a responsible lending institution,
 27. title or trust company. \$ 23,800
 28. Execute and deliver note secured by a first mortgage on said premises
 29. in the amount of Conventional FHA VA OTHER. \$ ~~94,200~~ 97,200.

30. Additional Terms: AS-IS seller makes no repairs

33. **FINANCING:** BUYER shall make a written application for the above mortgage loan, order the appraisal and provide verification to SELLER of said application and order of appraisal within 10-14 days and shall obtain a commitment for that loan no later than _____ days after acceptance of this offer. If first mortgage financing cannot be obtained despite BUYER Good faith efforts, Russell Real Estate Services reserves the right to arrange acceptable financing. If first mortgage financing cannot be obtained then this Agreement shall be null and void. Upon signing of a mutual release by SELLER and BUYER, the earnest money deposit shall be returned to the BUYER without any further liability of either party to the other or to the Brokers and their agents.

40. **CLOSING:** All funds and documents necessary for the completion of this transaction shall be placed in escrow with the lending institution or escrow company on or before April 29, and title shall be recorded on or about May 1, 2017.

43. **POSSESSION:** SELLER shall deliver possession to BUYER of the property within 1 days by 10 AM PM after the title has been recorded. Subject to Buyer's rights, if any, the premises may be occupied by the SELLER free for — days. Additional — days at a rate of \$ — per day. Insurance coverage and payment and collection of fees for use and occupancy after recording of title are the sole responsibility of SELLER and BUYER.

[Signature] 3/31/17
 SELLER(S) INITIALS AND DATE

[Signature] 3/1/17
 BUYER(S) INITIALS AND DATE

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47. **TITLE:** SELLER shall convey a marketable title to BUYER by general warranty deed and/or fiduciary deed, if
48. required, with dower rights released, free and clear of all liens and encumbrances whatsoever, except a) any
49. mortgage assumed by BUYER, b) such restrictions, conditions, easements (however created) and encroachments
50. as do not materially adversely affect the use or value of the property, c) zoning ordinances, if any, and d) taxes and
51. assessments, both general and special, not yet due and payable. BUYER is encouraged to obtain Owner's Title
52. Insurance Policy ("OTIP"). An OTIP is different than a lender's title insurance Policy, which will not protect the BUYER
53. from claims and challenges on the title. SELLER shall furnish an OTIP in the amount of the purchase price, or
54. from Newman Title LLC, or Cleveland Home Title, as agreed to by the parties. BUYER agrees to release and
55. discharge any and all claims and losses against The Russell Realty Company, d/b/a Russell Real Estate Services and
56. its agents should the BUYER elect not to purchase an OTIP. I/We acknowledge and agree that I/We have (or will) select
57. and engage a title agency, title insurance company, and/or escrow/settlement company (collectively "Title Companies")
58. of my/our own choosing after conducting my/our own inquiry sufficient to provide all of the information needed to make
59. that independent decision. Accordingly, I/we acknowledge and agree that while I/we may have been introduced to
60. my/our choice of Title Companies by Russell Realty Company, d/b/a Russell Real Estate Service, or one or more of its
61. agents, employees, officers and directors (collectively "Russell"), I/we did not rely on that introduction or any
62. representation, act or non-act by Russell in deciding to engage a Title Company and, further agree that I/we hereby
63. release and hold harmless Russell from any direct or vicarious claims or liability arising from any misappropriation of
64. funds, fraud, negligence, malfeasance or any other inappropriate action(s) of the Title Company I/we selected, unless
65. I/we select Newman Title. I/we understand that this is a material term of this Disclosure and that I/we can have an
66. attorney, of my/our choosing, review same and I/We have either done so, or have chosen not to do so, on our own
67. without undue pressure by anyone. SELLER shall have thirty (30) days after notice to remove title defects. If unable
68. to do so, BUYER may either a) accept Title subject to each defect without any reduction in the purchase price or
69. b) terminate this agreement, in which case neither BUYER, SELLER or any broker shall have any further liability to each
70. other, and both BUYER and SELLER agree to sign a mutual release, releasing earnest money to BUYER.

71. **PRORATIONS:** General taxes, annual maintenance fees, subdivision charges, special assessments, city and county
72. charges, heating fuel oil/propane (if any) and tenant's rents, collected or uncollected, shall be prorated as of the
73. date the title has been recorded. Taxes and assessments shall be prorated based upon the latest available tax
74. duplicate. However, if the tax duplicate is not yet available or the improved land is currently valued as land only,
75. taxes and assessments shall be prorated based upon 35% of the selling price times the millage rate. The escrow
76. agent is instructed to contact the local governmental taxing authority, verify the correct tax value of the property as
77. of the date the title has been recorded and pay the current taxes due to the date the title has been recorded. If
78. the property being transferred is new construction and recently completed or in the process of completion at the
79. time the agreement was signed by the parties, the escrow agent is instructed to make a good faith estimate of the
80. taxes to be owed on the value of the improved property to the date the title has been recorded and reserve sufficient
81. funds in escrow from Seller's net proceeds to pay those taxes when they become due and payable after the title
82. has been recorded. The escrow agent is instructed to release the balance of the funds on reserve to SELLER
83. once they receive notice from the local county auditor that the taxes on the land and improvements have been paid
84. in full to the date the title has been recorded. BUYER acknowledges that the latest available tax duplicate may not
85. reflect the accurate amount of taxes and assessments that will be owed. SELLER agrees to reimburse BUYER directly
86. outside of escrow for any increase in valuation and the cost of all passed or levied, but not yet certified, taxes and
87. assessments, if any, prorated to the date the title has been recorded. SELLER is not aware of any proposed taxes
88. or assessments, public or private, except the following:

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

92. **CHARGES/ESCROW INSTRUCTIONS:** This agreement shall be used as escrow instructions subject to the Escrow
93. Agent's usual conditions of acceptance. The Mortgage Location Survey is to be performed by Exact Land Surveying
94. or _____ SELLER shall pay the following costs through escrow: a) deed
95. preparation, b) real estate transfer tax, c) any amount required to discharge any mortgage, lien or encumbrance not
96. assumed by BUYER, d) title exam and one half the cost of insuring premium for Owners Title Insurance Policy, e)
97. prorations due BUYER, f) Broker's commissions, g) one-half of the escrow fee (unless VA/FHA regulations prohibit
98. payment of escrow fees by BUYER in which case SELLER shall pay the entire escrow fee). Tenant security deposits, if
99. any, shall be credited in escrow to the BUYER. The escrow agent shall withhold \$400.00 from the proceeds due
100. SELLER for payment of Seller's final water and sewer bills. SELLER shall pay all utility charges to date of recording of
101. title or date of possession whichever is later. BUYER shall pay the following through escrow (unless prohibited by VA/FHA
102. regulations): a) one-half of the escrow fee, b) one half the cost of insuring premium for Owners Title Insurance Policy,
103. c) all recording fees for the deed and any mortgage, and d) a Broker's Commission of \$265 for services rendered (plus



SELLER(S) INITIALS AND DATE

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BUYER(S) INITIALS AND DATE

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104. any amount due if an Exclusive Buyer Representation Agreement exists) payable to Russell Real Estate Services
105. (address on line 274). SELLER and BUYER hereby authorize and instruct escrow agent to send a copy of their fully
106. signed Closing Disclosure or Settlement Statement(s) to both Broker(s) listed on this Agreement promptly after closing,
107. which Broker(s) may submit to other parties to the transaction.

108. **HOME WARRANTY:** BUYER has been made aware and acknowledges that several Limited Home Warranty
109. Insurance Policies issued by numerous companies are available and that such policies have deductibles, and may
110. not cover pre-existing defects in the property, and have items excluded from coverage. BUYER does does not
111. elect to secure a Limited Home Warranty Plan issued by HMS Home Warranty or _____
112. The cost of \$ _____ shall be paid by BUYER SELLER through escrow.

113. **INSPECTION:** BUYER acknowledges that it has been recommended to him/her that he/she engage, at his/her
114. expense, the services of professional inspectors to inspect the premises to ascertain that the condition of the
115. premises is as called for in this agreement. This agreement shall be subject to the following inspection(s) by a
116. qualified inspector of Buyer's choice within the specified number of days from acceptance of binding agreement.
117. BUYER assumes sole responsibility to select and retain a qualified inspector for each requested inspection and
118. releases Broker of any and all liability regarding the selection or retention of the inspector(s). If BUYER does not
119. elect inspections, BUYER acknowledges that BUYER is acting against the advice of Buyer's agent and broker.
120. BUYER understands that all real property and improvements may contain defects and conditions that are not
121. readily apparent and which may affect a property's use or value. BUYER and SELLER agree that the Broker(s) and
122. their agent(s) do not guarantee and in no way assume responsibility for the property's condition.
123. BUYER acknowledges that it is Buyer's own duty to exercise reasonable care to inspect and make diligent inquiry of
124. the SELLER or Buyer's inspectors regarding the condition and systems of the property. BUYER further acknowledges
125. that the entire house was open for observation and that BUYER had an unimpeded opportunity to inspect the entire
126. house and did inspect said house. The BUYER further understands and agrees that it is not the responsibility of the
127. brokerage firms or real estate agents to inspect the property and agrees to waive all liability and hold harmless any
128. brokerage firm or real estate agent connected with this transaction.
129. Inspections required by any state, county, local government or FHAVA do not necessarily eliminate the
130. need for the inspections listed below.

- | | Yes | No | | Paid By: | SELLER | BUYER |
|---|-------------------------------------|-------------------------------------|--|----------|--------------------------|-------------------------------------|
| 131. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 1. GENERAL HOME INSPECTION by professional inspector within <u>10</u> days from acceptance of this offer. | | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 132. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 2. SEPTIC SYSTEM INSPECTION by a professional inspector (first verify with County Regulations) within _____ days from acceptance of this offer. | | <input type="checkbox"/> | <input type="checkbox"/> |
| 133. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 3. WELL WATER TEST for potability, by a professional inspector within _____ days from acceptance of this offer. | | <input type="checkbox"/> | <input type="checkbox"/> |
| 134. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4. WELL INSPECTION for adequate flow rate, by a professional inspector within _____ Days from acceptance of this offer. | | <input type="checkbox"/> | <input type="checkbox"/> |
| 135. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 5. TERMITE/WOOD DESTROYING INSECT INSPECTION by a licensed inspector within <u>10</u> days from acceptance of this offer. | | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| If FHAVA regulations prohibit the payment of Insect Inspection by BUYER, SELLER shall pay cost. | | | | | | |
| 136. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 6. INSPECTION FOR PRESENCE OF LEAD BASED PAINT, AND/OR LEAD BASED PAINT HAZARD within ten (10) days, <u>10</u> after acceptance of the contract. | | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 137. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 7. RADON INSPECTION by a professional inspector within <u>10</u> days from acceptance of this offer. | | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 138. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 8. ASBESTOS INSPECTION by a professional inspector within <u>10</u> days from acceptance of this offer. | | <input type="checkbox"/> | <input type="checkbox"/> |
| 139. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 9. MOLD OF ANY TYPE INSPECTION by a professional inspector within <u>10</u> days from acceptance of this offer. | | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 140. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 10. FOUNDATION INSPECTION by a professional inspector within <u>10</u> days from acceptance of this offer. | | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

_____ 3/3/17
SELLER(S) INITIALS AND DATE

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_____ 03/01/2017
BUYER(S) INITIALS AND DATE

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141. 11. OTHER INSPECTION(S) by a professional inspector within 14 days from acceptance of this offer.
Paid By: SELLER BUYER

142. (List OTHER INSPECTIONS) Any that is recommended by the home inspector

143.

144. BUYER shall within 3 days of completion of the last inspection requested elect one of the following:

145. A) Remove the inspection contingency accepting the property in its "AS IS" PRESENT PHYSICAL CONDITION. If the
146. property is accepted in its "AS IS" present physical condition, then BUYER agrees to sign an Amendment of
147. Contingency Removal accepting the property "AS IS";

148. B) Accept the property subject to the SELLER agreeing to have specific material defects, that were either previously disclosed
149. in writing by the SELLER or identified in a written inspection report repaired by a qualified contractor in a professional manner
150. at SELLER expense. BUYER shall provide to SELLER a copy of the inspections report(s) and sign an Amendment to
151. the Purchase Agreement removing the inspection contingency and identifying the defects which are to be repaired.
152. SELLER and BUYER shall have four (4) days from SELLER receipt of the written list of defects and the inspection
153. report(s) to agree in writing which defects, if any, will be corrected by SELLER. If a written Agreement is not signed by
154. SELLER and BUYER within those four(4) days, this agreement shall be null and void and SELLER and BUYER agree
155. to sign a mutual release, whereupon signing of a mutual release by SELLER and BUYER, the earnest money deposit
156. shall be returned to the BUYER without any further liability between SELLER and BUYER or to RUSSELL REAL ESTATE
157. SERVICES;

158. C) Terminate this Agreement if written inspection report(s) identify material latent defects NOT previously disclosed in writing
159. by the SELLER or any cooperating real estate broker, whereupon signing of a mutual release by SELLER and BUYER,
160. the earnest money deposit shall be returned to the BUYER without any further liability between SELLER and BUYER
161. or to RUSSELL REAL ESTATE SERVICES.

162. FAILURE TO HAVE INSPECTION(S) COMPLETED AS REQUIRED ABOVE, OR TO NOTIFY SELLER BY
163. WRITTEN NOTICE AS REQUIRED ABOVE, OF ANY DEFECTS BEFORE EXPIRATION OF THE INSPECTION
164. PERIOD SHALL CONSTITUTE A WAIVER OF SUCH DEFECTS, AND BUYER SHALL TAKE THE PROPERTY
165. AS IS" WITH RESPECT TO SUCH DEFECTS.

166. The SELLER and BUYER can mutually agree IN WRITING to extend the dates for inspections, repairs, or to exercise
167. their right to terminate this Agreement. SELLER agree to provide reasonable access to the property for BUYER to
168. review and approve any conditions corrected by the SELLER.

169. **NEGAN'S LAW/SEX OFFENDER REGISTRATION LAWS:** SELLER warrants that SELLER has disclosed to
170. BUYER all notices received pursuant to Ohio's sex offender law. The BUYER acknowledges that the information
171. disclosed may no longer be accurate and agrees to inquire with the local sheriff's office. BUYER agrees to assume
172. the responsibility to check with the local sheriff's office for additional information. BUYER will rely on Buyer's own
173. inquiry with the local sheriff's Office as to registered sex offenders in the area and will not rely on SELLER or any
174. real estate agent involved in the transaction to determine if a sex offender resides in the area of any property
175. BUYER may purchase.

176. **CONDITION OF PROPERTY:** BUYER has examined the property and agrees that the property is being purchased in
177. its "As Is" Present Physical Condition including any defects disclosed by the SELLER on the Ohio Residential Property
178. Disclosure Form or identified by any inspections requested by either party or any other forms or addenda made a
179. part of this agreement. SELLER agrees to notify BUYER in writing of any additional disclosure items that arise be-
180. tween the date of acceptance and the date of recording of the deed. BUYER has not relied upon any representations,
181. warranties, or statements about the property (including but not limited to its condition or use) unless otherwise
182. disclosed on this agreement or on the Residential Property Disclosure Form.

183. 1. BUYER acknowledges receipt of completed Residential Property Disclosure Form from SELLER.

184. 2. BUYER has not received Residential Property Disclosure Form and SELLER agrees to deliver to BUYER a copy
185. of the completed Residential Property Disclosure Form within three (3) days after acceptance unless the sale of the
186. property is exempt by Ohio Revised Code 5302.30 from the use of the form.

187. SELLER shall pay all costs for the repair of any utility line that the SELLER has responsibility for at the time of
188. recording of title or transfer/restoration of utilities, whichever is sooner. SELLER agrees to comply with any and
189. all local governmental point of sale laws and/or ordinances. SELLER will promptly provide BUYER with copies of any
190. notices received from governmental agencies to inspect or correct any current building code or health violations. If
191. applicable, BUYER and SELLER have five (5) days after receipt by BUYER of all notices to agree in writing which
192. party will be responsible for the correction of any building code or health violation(s). If BUYER and SELLER

 3/3/17
SELLER'S INITIALS AND DATE

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 03/01/2017
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193. cannot agree in writing, this Agreement can be declared null and void by either party. In that event SELLER and
194. BUYER agree to sign mutual release with instruction to the Broker on disbursement of the earnest money.
195. **REPRESENTATIONS AND DISCLAIMERS:** BUYER acknowledges that the SELLER completed the Residential
196. Property Disclosure Form unless otherwise stated above and SELLER has not made any representations or warranties,
197. either expressed or implied, regarding the property, (except for the Ohio Residential Property Disclosure Form, if
198. applicable), and agrees to hold the Brokers and their agents harmless from any misstatements or errors made by the
199. SELLER on the form. BUYER also acknowledges and agrees that the Brokers and their agents have no obligation
200. to verify or investigate the information provided by the SELLER on that form. BUYER hereby acknowledges that
201. any representation by SELLER or the real estate agent(s) regarding the square footage of the rooms, structures
202. or lot dimensions, homeowner's fees, public and private assessments, utility bills, taxes and special assessments
203. are approximate and not guaranteed. Please list any and all verbal representations made by Brokers or their agents
204. that you relied upon when purchasing this property.
205. **DAMAGE:** If any building or other improvements are destroyed or damaged in excess of ten percent of the purchase
206. price prior to title transfer, BUYER may either a) accept the insurance proceeds for said damage and complete this
207. transaction or b) terminate this agreement and receive the return of all deposits made. In that event, SELLER and
208. BUYER agree to sign a mutual release, with instruction to the Broker on disbursement of the earnest money on deposit
209. BUYER has the right to inspect this property for any reason. If such damage is less than ten percent of the purchase price,
210. SELLER shall restore the property to its prior condition and BUYER agrees to complete the purchase of the Property.
211. **ADDENDA:** The additional terms and conditions in the attached addenda Agency Disclosure Form Residential
212. Property Disclosure VA FHA FHA Home Inspection Notice Secondary Offer Condominium Short Sale
213. House Sale Contingency House Sale Concurrence Lead Based Paint (required if built before 1978)
214. Homeowner's Association Affiliated Business Arrangement Disclosure Statement Walk Through
215. Wire Fraud - Protect Yourself Other: ALL-UDUN A
216. _____
217. are made part of this Agreement. The terms and conditions of any addenda will supersede any conflicting terms
218. in the Purchase Agreement.
219. **EARNEST MONEY:** The Broker shall acknowledge receipt of the earnest money shown on line 22 to the escrow agent
220. who shall credit that amount to the Buyer's escrow account. Unless otherwise stated herein, the earnest money
221. shall be retained in the broker's trust account until after title transfer at which time it shall be applied
222. against any compensation due broker. Any amount by which the earnest money exceeds the compensation
223. due the broker shall be remitted to the escrow agent. In the event of a dispute between the SELLER and BUYER
224. regarding the disbursement of the earnest money in the Broker's trust account, the Broker is required by Ohio law
225. to maintain such funds in a trust account until the Broker receives (a) written instructions signed by the parties
226. specifying how the earnest money is to be disbursed or (b) a final court order that specifies to whom the earnest money
227. is to be awarded. If within two years from the date the earnest money was deposited in the Broker's trust account, the
228. parties have not provided the Broker with such signed instructions or written notice that such legal action to resolve the
229. dispute has been filed, the Broker shall return the earnest money to the BUYER with no further notice to the SELLER.
230. **PERFORMANCE:** If the BUYER fails to perform this contract at the time and in the manner herein specified or
231. defaults in the performance of any of the obligations imposed by the terms hereof, SELLER may, at Seller's option,
232. treat this Agreement as null and void and earnest money shall be forfeited by BUYER in favor of SELLER. It is
233. agreed and stipulated that if BUYER defaults in his/her/their performance of this agreement, then BUYER shall be
234. obligated to pay any and all commissions due RUSSELL REAL ESTATE SERVICES. If SELLER does not perform his
235. obligations under this contract within said time, BUYER may, at his option, treat this contract as null and void and
236. receive the return of earnest money, in which case SELLER agrees to pay the commission as though the sale and
237. transfer had been fully consummated. All parties hereto hereby acknowledge receipt of a full and complete copy of
238. this Agreement. This contract shall be binding on the SELLER, the BUYER, their heirs, executors, administrators,
239. successors and assigns. State law requires that RUSSELL REAL ESTATE SERVICES has a signed mutual release
240. or court order before releasing earnest money (All parties hereby agree to sign a Mutual Release accordingly).
241. See, Earnest Money, above.
242. **FAIR HOUSING STATEMENT:** It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of
243. the Revised Code and the Federal Fair Housing law, 42 U.S.C.A. 3601, as amended, to refuse to sell, transfer, assign,
244. rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing
245. accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion,
246. sex, familial status as defined in section 4112.01 of the Revised Code, ancestry, military status as defined in that
247. section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental

 3/3/17
SELLER(S) INITIALS AND DATE

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 / 03/01/2017
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248. of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit,
249. to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the
250. neighborhood of a person or persons belonging to one of the protected classes.

251. **BINDING AGREEMENT:** Upon written acceptance, then either written or verbal notice of such acceptance to the last-
252. offering party, this offer and any addenda listed above shall become a legally binding agreement upon BUYER and
253. SELLER and their heirs, executors, administrators and assigns and shall represent the entire understanding of the
254. parties regarding this transaction. All counter-offers, amendments, changes or deletions to this Agreement shall be in
255. writing and be signed/initialed by both BUYER and SELLER. Facsimile or electronic signatures shall be deemed
256. binding and valid. This Agreement shall be used as escrow instructions subject to the Escrow Agent's usual conditions
257. of acceptance. If there is any conflict between the escrow's conditions of acceptance and this agreement, the
258. terms of this agreement shall prevail. For purposes of this Agreement, "days" shall be defined as calendar days.

259. This Offer is open for acceptance in writing until 24 hours o'clock (AM) (PM) EST, on _____, 20__.

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

261. BUYER: [Signature] Email: abranscomb@fairmountproperties.com

262. Print Name: Adam Branscomb Phone: 440-413-7088

263. BUYER: [Signature] Email: _____

264. Print Name: _____ Address: _____

265. Date: _____ City/State/Zip: _____

266. **RUSSELL REAL ESTATE SERVICES (License # 0000387521):**

267. By: [Signature] Office: Westlake Phone: (414) 845-4500

268. SELLER ACCEPTS the above offer and,

269. REJECTS said offer, or COUNTEROFFERS according to the above modifications initialed by SELLER.

270. Counteroffer shall become null and void if not accepted in writing on or before _____ o'clock (AM) EST

271. on _____, 20__ (PM) EST

272. Upon final acceptance, SELLER instructs the Escrow Agent to pay from SELLER'S escrow funds upon title transfer a

273. Brokerage Commission as follows: paid to russell real estate or 2.5 %

274. of the Purchase Price to Russell Real Estate Services, 12190 Pearl Road Strongsville, Ohio 44136, in accordance

275. with the listing agreement, SELLER will also be charged an additional commission of \$265 if listed with Russell

276. Real Estate Services.

277. AND (Other Broker, if any) Realty Trust SERVICES 2.25 to be paid as per Listing Agreement.

278. SELLER: [Signature] Email: _____

279. Print Name: Jill Banner Phone: _____

280. SELLER: [Signature] Email: _____

281. Print Name: _____ Address: _____

282. Date: _____ City/ST/IZC: _____

List Broker/Agent Information:

283. Realty Trust Services
Listing Real Estate Company (Company OH BRKR LIC #)

284. Christopher Kaylor 2018003065
Listing Agent (Agent OH RE LIC #)

285. 330 840 1073
Listing Agent Cell Phone#

286. chris.c.kaylor@gmail.com
Listing Agent Email

287. _____
Listing Office Phone# (Office MLS #)

Selling Broker/Agent Name Information:

Russell Real Estate Services #0000387521
Selling Real Estate Company (Company OH BRKR LIC #)

Kavi Kripakaran/Hanford
Selling Agent (Agent OH RE LIC #) Di 40.0

[Signature]
Selling Agent Phone#

kavireultor@gmail.com
Selling Agent Email

414 - 845 - 4500
Selling Office Phone# (Office MLS#)



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: 1211 Lakeland Avenue, Lakewood, OH 44107

Buyer(s): Adam Branscomb

Seller(s): Fish Funding LLC

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by Kavi Kripa / Hanford Dixon and Russell Realty, Westlake

The seller will be represented by CHRISTOPHER KAYLOR and Realty Trust Services

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.

Adam Branscomb 03/01/2017
 BUYER/TENANT DATE

[Signature] 3/3/17
 SELLER/LANDLORD DATE

DUAL AGENCY

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

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

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

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

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

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

Management Level 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, 26th Floor
Columbus, OH 43215-6133
(614) 466-4100





Russell Real Estate Services

ADDENDUM: A

This is an Addendum to the Purchase Agreement dated 03/01/2017

for the purchase and sale of the Property known as:

(Street Address) 1211 Lakeland ave.

(City) Lakewood, Ohio (Zip Code) 44107

between Adam Branscomb (Buyer) and

Fish Funding LLC (Seller).

The following is hereby mutually agreed upon by said Buyer(s) and Seller(s):

1. This Offer is contingent upon all ongoing contractor improvements to the Property currently being performed by the Seller, or Seller's representative ("Seller's Contractor"), including but not limited to painting, carpeting, and other flooring improvements, ceasing immediately upon acceptance of this Offer. Upon Offer acceptance, Buyer will be granted the immediate right to enter the Property and document status of improvements performed by Seller's Contractor. As part of Buyer's inspections, if in Buyer's sole discretion the work performed by Seller's Contractor will need to be performed again or redone due to poor workmanship or unacceptable means and methods, this Offer will be either a.) voidable, or b.) purchase price will be reduced by a mutually agreed upon price.
2. This Offer is subject to review of residential property disclosure and lead disclosure.
3. This Offer is open for acceptance for twenty-four (24) hours.
4. All existing leases will be assigned to Buyer at closing.
5. All rents to be prorated, as well as any security deposits to be credited to Buyer, at closing.
6. Seller to assume all Lakewood Point of Sale (POS) obligations
7. Contingent upon buyer reviewing the lease in 48 hours.

Adam Branscomb dotloop verified
signature

BUYER DATE

BUYER DATE

BUYER DATE

[Signature] 3/3/17

SELLER DATE

SELLER DATE

SELLER DATE



**ADDENDUM
WIRE FRAUD DISCLOSURE - PROTECT YOURSELF**



Property Address: 1211 Lakeland Avenue, Lakewood, OH 44107

All parties to the real estate transaction should be aware of the increasing fraudulent activity occurring in the real estate industry. Russell Real Estate Services has put together the following addendum to warn its clients/customers of a wire fraud scheme that is happening in the Ohio Real Estate Market. Please read the following warning.

PLEASE NOTE:

**TITLE COMPANIES ONLY ACCEPT WIRED FUNDS.
DO NOT SEND ACH OR DIRECT DEBITS - ONLY WIRES.
DO NOT AUTHORIZE YOUR BANK TO SEND ANY OTHER TYPE OF FUNDS.**

WARNING

**DO NOT ACCEPT NEW, REVISED OR ALTERED WIRE INSTRUCTIONS WITHOUT CALLING
THE TITLE COMPANY YOU ARE WORKING WITH TO VERIFY THE REVISION.**

**WE HAVE BEEN ALERTED OF FRAUDULENT EMAIL MESSAGES
CONTAINING INCORRECT WIRE INSTRUCTIONS.**

Additionally, it is important to carefully review the address that any e-mail was sent from to verify it is a valid email, and be suspicious especially if there are typos in the email addresses (a period where there was none before {hackerbad@email.com is changed to hacker.bad@email.com}), a slight change in a number in an email address {hacker123@email.com is changed to hacker122@email.com} or poor grammar in the message.

All parties to the transaction should heed the above warnings. As a consumer, you are advised to carefully inquire with your lender and title/closing service provider as to their policies, procedures and safeguards against and to prevent wire fraud.

If you are working with Newman Title Agency, Ltd. it will rarely change their wiring instructions. If an email account is hacked, you may receive a message and it will strongly advise that funds be wired immediately to a different account to avoid any delays with the closing. The fraudulent email will often reference a prior email and wire amounts contained in the original email, so it appears to be valid. Usually it is asking for the funds to be directed to an account owned by an unrelated party to the transaction. If the email requires a sense of urgency for this wire to be sent, this should also be a red flag. Call Newman Title Agency, LTD. 800-245-9485 or your title/closing service provider immediately.

Newman Title Agency, Ltd. has several procedures in place when Newman Title Agency, Ltd. is requested to wire funds out as well. Newman Title Agency, Ltd. will always require wiring instructions to be in writing and the form also be notarized to permit them to wire seller's proceeds. In addition, Newman Title Agency, Ltd. will often reach out verbally to confirm wiring instructions, as Newman Title Agency, Ltd. wants to make sure that information provided to Newman Title Agency, Ltd. was not compromised in any manner.

Newman Title Agency Ltd. has an approval process in place in their wire department where it is verified that the seller's proceeds are being paid to the party that title to the property is vested in ONLY. If a trust or corporation is in file, the check or wire must be paid to the trust or corporation itself, not an individual person.

If you are not using Newman Title Agency, Ltd., it is important for you to follow the steps above to minimize your risk of any wire fraud taking place.

ACKNOWLEDGEMENT: Russell Real Estate Services is providing this Addendum to make you aware of the increase in wire fraud and proactive steps to attempt to prevent wire fraud to ensure a smooth transaction and help protect one of the most important investments in your life. Russell Real Estate Services its agents and employees are not responsible for any funds that are wired to a false account by any client/customer in a Real Estate transaction and you hereby release Russell Real Estate Services, its agents and employees from any and all liability in regard to any occurrence of or the potential occurrence of a wire fraud.

We hereby state that we have read, understand and acknowledge receipt of this addendum.

SELLER: [Signature] 3/31/17 BUYER: [Signature] 03/01/2017
Signature Date Signature Date

Fish Funding
Print Name

[Blank]
Print Name

SELLER: [Blank] [Blank]
Signature Date

BUYER: [Blank] [Blank]
Signature Date

[Blank]
Print Name

[Blank]
Print Name



WALK-THROUGH ADDENDUM



1 This is an Addendum to the Purchase Agreement dated: 03/01/2017 for the "Property"
 2 located at: 1211 Lakeland Avenue, Lakewood, OH 44107 between
 3 "Buyer(s)": Adam Branscomb and
 4 "Seller(s)": Fish Funding LLC

5 The parties hereby agree as follows:

6 BUYER will be given the opportunity to walk through the Property on or about 3-5 day(s) prior to the
 7 date of title transfer solely for the purpose of verifying that the Property is in the same or similar condition,
 8 absent of normal wear and tear, that it was at the time of the execution of the Purchase Agreement. Buyer(s)
 9 acknowledges and agrees that no issues may be raised at the time of the walk-through with respect to any
 10 condition of the Property that was in existence at the time of Buyer(s) or Buyer's inspection of the Property,
 11 except for any repairs or corrections made by the Seller(s) which were agreed to by Buyer(s) and Seller(s).
 12 Failure of BUYER to complete this Walk-Through inspection deems acceptance of the property.

13 Buyer(s) acknowledges and agrees to accept the Property in its "as is" condition at the time of the walk-
 14 through inspection, including all defects that were in existence at the time of Buyer's viewing or inspection
 15 of the Property.

16 In the event that the walk-through evidences a material adverse change in the condition of the Property,
 17 then BUYER shall promptly notify SELLER and escrow officer in writing. Thereafter, BUYER and SELLER
 18 shall mutually agree in writing upon: A) an amount to be held in escrow from SELLER's proceeds pending
 19 correction of the material adverse change; B) to have Seller(s) at Seller(s) expense, correct the problem
 20 (material adverse change); C) an amount to be credited to the BUYER through escrow at the time of title
 21 transfer, or D) Buyer(s) shall remove the Walk Through contingency by signing the Removal of Walk
 22 Through Contingency below.

23 Property shall be in broom clean condition and free of all personal property and debris at time of possession.

24 BUYER: <u>Adam Branscomb</u>	<small>doLoop Signature Verification</small>	<u>03/01/2017</u>	SELLER: <u>[Signature]</u>	<u>3/3/14</u>
25		Date		Date
26 BUYER:		Date	SELLER:	Date
27		Date		Date

Removal of Walk Through Contingency

28 The undersigned Buyer(s) hereby waives and removes the Walk-Through Contingency in the above
29 referenced purchase agreement.

30 BUYER: _____ Date: _____

31 BUYER: _____ Date: _____

PROMISSORY NOTE

\$ 1,000

DATE: 03/01/2017

ON DEMAND after date, for valuable consideration, I/we promise to pay to the order of:
RUSSELL REAL ESTATE SERVICES, 12190 PEARL ROAD, STRONGSVILLE, OH 44136

one thousand dollars DOLLARS

With interest at 0 per annum.

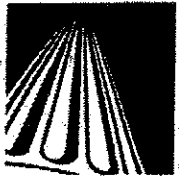
DUE ON DEMAND



Alan Branscomb dotloop verified
03/01/17 11:25AM EST
SLNB-GNCL-4LQ0-KRSD

[Empty signature box]

RE: PROPERTY ADDRESS: 1211 Lakeland Avenue, Lakewood, OH 44107



**Realty Trust
Services**



COMMISSION LETTER TO ESCROW AGENT

ATTENTION: Don Folino Cleveland Home title

DATE: 4/4/17

PROPERTY ADDRESS: 1211- 1213 Lakeland Ave.

CITY, STATE, ZIP: Lakewood Ohio

LISTING COMPANY: Realty Trust Services Christopher kaylor

COMMISSION TO LIST COMPANY: 2.25% = \$2745

SELLING COMPANY: Russell Real estate- kavi Kirpa

COMMISSION TO SELLING COMPANY: 2.5% = \$3050

Realty Trust Services
Sales, Management & Leasing

Cutting edge, comprehensive and exceptional real estate solutions™

Christopher Kaylor
Realtor, CMRS

Direct phone: (330) 940-1073
Fax: (440) 726-8287
Email: ChrisCKaylor@gmail.com
Website: ChristopherKaylor.com
Facebook: Facebook.com/CKPropertyFinder
Skype: Chrisckaylor
29550 Detroit Road, Suite 100 Westlake, OH 44145



Chris Kaylor