

Sales Contract  
Property Disposition Program

U.S. Department of Housing and Urban Development  
Office of Housing  
Federal Housing Commissioner

HUD Case No.  
412-514437

1. I (We), Jess Kluter  
(Purchaser(s)) agree to purchase on the terms set forth herein, the following property, as more particularly described in the deed conveying the property to the Secretary of Housing and Urban Development:  
4914 Wichita Ave, Cleveland, State Not Selected, 44144  
(street number, street name, unit number, if applicable, city, county, State)

2. The Secretary of Housing and Urban Development (Seller) agrees to sell the property at the price and terms set forth herein, and to prepare a deed containing a covenant which warrants against the acts of the Seller and all claiming by, through or under him. Title will be taken in the following name(s) and style: No Title Style Selected JESS KLUTER

3. The agreed purchase price of the property is 3. \$ 28,000.  
Purchaser has paid \$ 500 as earnest money to be applied on the purchase price, and agrees to pay the balance of the purchase price, plus or minus prorations, at the time of closing, in cash to Seller. The earnest money deposit shall be held by Cleveland Home Title - Don Folino

4.  Purchaser is applying for FHA insured financing [  203(b),  203(b) repair escrow,  203(k) ] with a cash down payment of \$ TBD due at closing and the balance secured by a mortgage in the amount of \$ TBD for TBD months (does not include FHA Mortgage Insurance Premium, prepaid expenses or closing costs Seller has agreed to fund into mortgage.).  
 Said mortgage involves a repair escrow amounting to \$ \_\_\_\_\_

Purchaser is paying cash or applying for conventional or other financing not involving FHA.  
5. Seller will pay reasonable and customary costs, but not more than actual costs, nor more than paid by a typical Seller in the area, of obtaining financing and/or closing (excluding broker's commission) in an amount not to exceed ..... 5. \$ 840

6a. Upon sales closing, Seller agrees to pay to the broker identified below a commission (including selling bonus, if offered by seller) of ..... 6a. \$ 1000

6b. If broker identified below is not the broad listing broker, broad listing broker will receive a commission of: ..... 6b. \$ 1000

7. The net amount due Seller is (Purchase price [Item 3] less Items 5 and 6) ..... 7. \$ 25160

8. Purchaser is:  owner-occupant (will occupy this property as primary residence)  investor  
 nonprofit organization  public housing agency  other government agency. Discount at closing: \_\_\_\_\_ %  
Discount will reduced by amounts, if any, listed on Line Items 5 and 6.

9. Time is of the essence as to closing. The sale shall close not later than 25 days from Seller's acceptance of contract. Closing shall be held at the office of Seller's designated closing agent or Cleveland Home Title - Don Folino

10. If Seller does not accept this offer, Seller  may  may not hold such offer as a back-up to accepted offer.

11. Lead based paint addendum  is  is not attached; Other addendum  is  is not attached hereto and made part of this contract.

12. Should Purchaser refuse or otherwise fail to perform in accordance with this contract including the time limitation, Seller may, at Seller's sole option, retain all or a portion of the deposit as liquidated damages. The Seller reserves the right to apply the earnest money, or any portion thereof, to any sums which may be owed by the Purchaser to the Seller for rent. Purchaser's initials: \_\_\_\_\_ Seller's initials: \_\_\_\_\_

13. This contract is subject to the Conditions of Sale on the reverse hereof, which are incorporated herein and made part of this contract.  
Certification of Purchaser: The undersigned certifies that in affixing his/her/its signature to this contract he/she/it understands: (1) all the contents thereof (including the Conditions of Sale) and its agreement therewith without protest; (2) he/she/it is responsible for satisfying itself as to the actual condition of the property; and (3) that Seller will not perform repairs after acceptance of this contract.

Purchaser(s): (type or print names & sign) Jess Kluter Purchaser(s) Address: 4006 Germaine Ave Cleveland, OH 44109  
Purchaser(s) Social Security Number (SSN) or Employer Identification Number (EIN) (include hyphens) 296-88-7383 Phone No: \_\_\_\_\_ Date Purchaser(s) Signed Contract: 04/21/2017  
Seller: Secretary of Housing and Urban Development By: (type name & title, & sign) \_\_\_\_\_ Date Contract Accepted by HUD: \_\_\_\_\_  
X

**Certification of Broker:** The undersigned certifies that: (1) neither he/she nor anyone authorized to act for him/her has declined to sell the property described herein to or to make it available for inspection or consideration by a prospective purchaser because of his/her race, color, religion, sex, familial status, national origin, or disability; (2) he/she has both provided and explained to the purchaser the notice regarding use of Seller's closing agent; (3) he/she has explained fully to the purchaser the entire terms of the contract, including Condition B on the reverse hereof; and (4) he/she is in compliance with Seller's earnest money policy as set forth on HUD forms SAMS-1111, Payee Name and Address, and SAMS-1111-A, Selling Broker Certification, which he/she has executed and filed with Seller.

Broker's Business Name & Address: (for IRS reporting) (include Zip Code) Realty Trust Services 29550 Oerstroff Rd #500 Westlake, OH 44145  
Broker's EIN or SSN: (include hyphens) 20-8435694 SAMS NAID: RLTYTR5694  
Signature of Broker: X Christopher Kaylor Broker's Phone No: 440-477-0123

Type or print the name and phone number of sales person: Christopher Kaylor 3308401073

This section for HUD use only. Broker notified of:  
 Acceptance  Back-Up No. \_\_\_\_\_  
 Rejection  Return Earnest Money Deposit  X  
Authorizing Signature & Date: \_\_\_\_\_

**LEAD-BASED PAINT DISCLOSURE ADDENDUM**

**SELLER HAS NO RECORDS OR REPORTS PERTAINING TO LEAD-BASED PAINT  
AND/OR LEAD-BASED PAINT HAZARDS**

Property Case #: 412-514437  
Property Address: 4914 Wichita Ave, Cleveland, State Not Selected, 44144  
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\_\_\_\_\_

**Lead Warning Statement**

Every Purchaser of any interest in residential real property on which a residential dwelling was built before 1978 is notified that such property may present exposure to 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 property is required to provide the Purchaser with any information on lead-based paint hazards from risk assessments or inspections in the HUD's possession and notify the Purchaser of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended before purchase.

**Inspection Contingency**

Seller has no records or reports pertaining to lead-based paint and/or lead-based paint hazards. The Purchaser has a contingency period that expires fifteen (15) calendar days from the date the contract is accepted by HUD, to conduct at the Purchaser's expense, an independent lead-based paint inspection, visual assessment for deteriorated paint, or risk assessment. The Purchaser may withdraw from the contract by providing written notice of withdrawal on or before the contingency expiration date (as evidenced by the postmark on the Purchaser's notice of withdrawal). The Purchaser will be entitled to a refund of earnest money only if the Purchaser obtains an independent lead-based paint inspection performed by a Certified Lead-Based Paint Inspector or Risk Assessor, and the Purchaser provides HUD with a copy of the inspection report.

**Financing Type (Selling Broker to initial applicable clause)**

*AA* **No FHA Financing of Property Constructed Prior to 1978:** The purchase of this property is not being financed with an FHA insured loan. The Purchaser has an inspection contingency that expires 15 days from the date of the Purchaser's signature below. The property is being sold as is with respect to all conditions including, subject to the above contingency, the potential presence of lead or lead-based paint hazards.

\_\_\_\_ **Any FHA Insured Financing Except 203(k):** This property is being sold subject to FHA insured financing under any program other than a 203(k) Rehabilitation Mortgage. Upon contract execution the HUD will procure a lead-based paint inspection and will deliver the inspection report to the Selling Broker by overnight delivery service along with a

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paint stabilization plan and cost estimate if deteriorated lead-based paint is found and a supplemental Lead-Based Paint Disclosure Addendum.

The Purchaser shall have the right to review the inspection report, paint stabilization plan and cost estimate.

If deteriorated lead-based paint was identified in the Report, HUD will only perform stabilization if the cost estimate is \$4000.00 or less. If the cost estimate is greater than \$4000.00, HUD at its sole discretion may: (1) cancel the sales contract, or (2) allow the purchaser to amend the contract financing to FHA 203k or conventional. In the event that HUD cancels the sale, the purchaser will be entitled to a 100% refund of earnest money.

If the cost estimate is \$4000.00 or less and the Purchaser is dissatisfied with the information provided, the Purchaser may withdraw from the contract and receive a full refund of earnest money by providing written notification to HUD of the intention to withdraw. Written notification must be postmarked by the latest of fifteen (15) calendar days from the date the contract is accepted by HUD or two (2) business days following the date of the Purchaser's signature on the supplemental Lead-Based Paint Disclosure Addendum.

If deteriorated lead-based paint was identified in the Report and the Purchaser does not exercise its option to withdraw from the sale contract, HUD will stabilize the deteriorated lead-based paint in accordance with the stabilization plan and obtain lead clearance by the close of the escrow period or any extensions thereof.

**FHA 203(k) Financing:** This property is being sold subject to a 203(k) Rehabilitation Mortgage. Upon contract execution HUD will procure a lead-based paint inspection and will deliver the Report to the Purchaser by overnight delivery service along with a lead-based paint stabilization plan, if deteriorated lead-based paint is found, and a supplemental Lead-Based Paint Disclosure Addendum.

The Purchaser shall have the right to review the inspection report, paint stabilization plan and cost estimate. If the Purchaser is dissatisfied with the information provided, the Purchaser may withdraw from the contract and receive a full refund of earnest money by providing written notification to the Seller of the intention to withdraw. Written notification must be postmarked by the later of fifteen (15) calendar days from the date of the Purchaser's signature below, or two (2) business days following the date of the Purchaser's signature on the supplemental Lead-Based Paint Disclosure Addendum.

If deteriorated lead-based paint was identified in the Report and the Purchaser does not exercise its option to withdraw from the sale contract, the Purchaser shall stabilize the deteriorated lead-based paint as part of its work plan for the property rehabilitation and shall obtain lead clearance before occupancy. Purchaser shall complete the 203(k) Rehabilitation Financing Lead Agreement form.

**Purchaser Acknowledgement (initial)**

JL Purchaser has received the pamphlet *Protect Your Family from Lead In Your Home*.

JL Purchaser has received a 15-day opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**Selling Broker Acknowledgement (initial)**

cf Selling Broker is aware of his/her responsibility to ensure compliance with 42 U.S.C. 4852d.

**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.

JL (Purchaser) 4/21/17, 20\_\_ (date)

\_\_\_\_ (Co-Purchaser) \_\_\_\_\_, 20\_\_ (date)

Realty Trust Services (Selling Broker) April 21, 2017 (date)

[Signature] (Seller) \_\_\_\_\_, 20\_\_ (date)

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To whom it may concern:

Chris Kaylor may sign for broker to authorize any HUD related transaction he may be involved in as a real estate salesperson.

Sincerely,

A handwritten signature in black ink, appearing to read "Andrew Morris". The signature is fluid and cursive, with a prominent initial "A" and "M".

Andrew Morris, Broker, Owner  
Realty Trust Services, LLC  
BRK.2008004009