



**ESCROW/CLOSING AGENT, TITLE INSURANCE COMPANY AND COST ADDENDUM**

This Addendum is attached to and made part of the residential real property purchase and sale agreement (the “**Agreement**”) for 10802 Dale Ave , Cleveland , OH 44111 (the “**Property**”) between the undersigned Buyer(s) and the Seller described in the original Agreement.

**OPENING OF ESCROW:** In consideration of Seller paying for and providing an owner’s policy of title insurance, Seller and Buyer shall open an escrow account related to the Agreement, for the sale of the Property, with the following “**Closing Agent**”:

ESCROW HOLDER/CLOSING AGENT:

LandCastle Title, LLC a Division of Chicago Title  
(Company Name)  
4860 Robinhood Drive  
(Street Address)  
Willoughby, OH 44094  
(City/State/Zip)  
Nicole Zele  
(Contact Name)  
Telephone: 440-742-7045  
Email: <mailto:Nicole.Zele@fnf.com>

Escrow shall be “open” upon the occurrence of the following: (A) Closing Agent has received the Agreement executed by Buyer and Seller; and (B) Closing Agent has received the earnest money deposit from Buyer, which must be deposited within two (2) business days from Seller’s conditional acceptance of the offer.

**TITLE INSURANCE COMPANY:** At least five (5) days prior to the date (“**Closing Date**”) set in the Agreement for the closing of the transaction (“**Closing**”), Closing Agent shall provide to Buyer or Buyer’s counsel, a commitment for owner’s title insurance policy (“**Owner’s Policy**”) issued by a licensed title insurer for the state in which the Property is located, with legible copies of instruments listed as exceptions attached to the title commitment. After Closing, Closing Agent shall obtain an Owner’s Policy and deliver it to the Buyer.

**COSTS:**

- A. **SELLER’S EXPENSES:** Seller shall pay the premium for the Owner’s Policy, a title search fee and other customary seller’s closing fees, Seller’s share of prorations, as applicable, and any documentary transfer tax that may be imposed by the county or city where the Property is located, to the extent that they are Seller’s responsibility under State law; if Buyer receives any refund of any such taxes, assessments or fees after the Closing, Buyer will immediately remit the refund to Seller. Seller will not pay for a survey or an abstract of title. Seller shall not be responsible for any amounts due, paid, or to be paid after the Closing. Closing Agent is hereby authorized to pay from Seller’s proceeds Seller’s expenses set forth in this Section.
- B. **BUYER’S EXPENSES:** Buyer shall pay all costs of credit reports, loan fees, loan points and other costs of obtaining any mortgage loan for the Property (except for the owner’s policy of title insurance), and other customary Buyer closing fees, unless otherwise required by law or agreed to in writing by Seller. If Buyer wishes to obtain a survey, municipals searches, an abstract, an attorney title opinion, or other review of title (collectively, “**Title Review**”), Buyer will be responsible for ordering the applicable Title Review and will be responsible for its cost. Buyer acknowledges that if any Title Review is not completed by the Closing Date, Buyer must complete the Closing nonetheless; any results of any such Title Review will not be considered a contingency to Buyer’s performance at Closing. Buyer shall pay any premium of a mortgagee title policy. With respect to the purchase of any mortgagee title policy, Buyer specifically acknowledges the following:
  - a. This Agreement in no way limits Buyer’s right to obtain a mortgagee’s title policy from any title company of Buyer’s choosing.
  - b. Buyer understands that Seller is obtaining an owner’s title policy and that Buyer may, at his own option, incur less expense by obtaining a mortgagee title policy from the same title company.
  - c. Any costs savings or other benefit that may accrue to Buyer as a result of Buyer’s purchase of a mortgagee’s title policy from the same title company selected by Seller to issue the owner’s title insurance policy in no way abrogates Buyer’s right to obtain mortgagee’s title insurance from any title company of Buyer’s choosing.
  - d. Buyer has not been penalized or rewarded by Seller for Buyer’s decision to purchase a mortgagee’s title policy from any title company of Buyer’s choosing.
  - e. Seller has not in any manner directly or indirectly required Buyer, as a condition of sale to purchase a mortgagee title policy from any particular title company.

**NOTICE TO BUYER:**

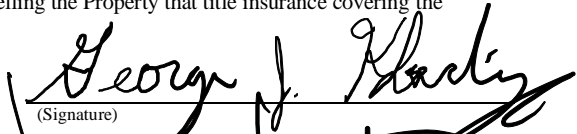
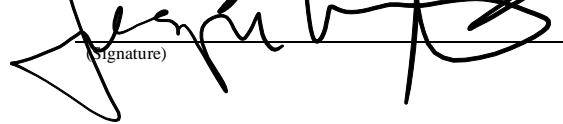
Buyer is entitled to legal representation at the Closing, but in any such representation will be at Buyer's own expense. The Closing will be held at the Closing Agent selected by Seller. Buyer shall notify Seller, in writing, within ten (10) business days after receipt of the initial title search, of any objections to title. If there should appear any valid objections to title as described in items (i) through (iii) below, Seller shall have ninety (90) days within which to remove same. If in the opinion of Seller the objections cannot be removed or are deemed to costly to do so, Seller shall have the option of returning to Buyer the monies paid to Seller on account of this contract and the parties hereto shall be mutually released.

It is Seller's intent to deliver owner's title insurance policy in lieu of an abstract in the customary abstract states. Buyer hereby accepts title insurance in lieu of an abstract if applicable. In the event there is a requirement for the abstract to be updated, the associated expense will be a Buyer expense on the HUD-1 Settlement Statement.

Buyer agrees to accept a title such as any licensed title insurer for the state in which the Property is located will approve and insure, subject to the exceptions and conditions contained in this contract. A policy shall be deemed acceptable if it shall insure: (i) in case of encroachments not herein mentioned, the building or the portions thereof which encroach may remain undisturbed so long as the building stands; (ii) in case of other covenants, easements, agreements, and restrictions of record not previously excepted, that they are not violated by the structure or its existing use; and (iii) in the case of transfer, inheritance, estate, franchise, dissolution, license, or similar taxes, charges or liens of any nature not previously excepted, that the collection shall not be enforced against the Property.

**ACKNOWLEDGMENT:**

The undersigned Buyer(s) authorize and direct any title company or escrow agent providing services in connection with this transaction to furnish a copy of any HUD-1 Settlement Statement generated in connection with the closing of this transaction, whether unsigned or signed by the parties, showing both Buyer's and Seller's sides of the transaction to Seller. Buyer acknowledges that Seller has not directly or indirectly, as a condition to selling the Property that title insurance covering the Property be purchased by Buyer from any particular title company.

  
(Signature)  
  
(Signature)



# RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

## NOTICE TO PURCHASER

Property Address/Legal Description:

10802 DALE AVE, CLEVELAND, OH 44111

Let it be known that Kondaur Capital Corporation (the "Owner") of the real property (the "Property") described above makes no guaranty, warranty or any other representation concerning the condition or state of the Property whatsoever, including without limitation each of the following specific disclaimers:

The Owner makes no representations or warranties as to the condition of the Property or any improvements thereon, Owner has never occupied the property and has no knowledge of the condition of the mechanical, electrical, plumbing, drainage, settling, soils, structural, and roofing systems or any other aspect of the Property and that the purchaser is advised to exercise whatever due diligence the purchaser deems necessary including without limitation obtaining a home inspection.

The Owner makes no representations or warranties with respect to whether the property has mold, lead based paint, termite infestation, formaldehyde, radon gas, asbestos, hazardous waste or other toxic substances and the purchaser is advised to exercise whatever due diligence the purchaser deems necessary including without limitation consulting experts.

The Owner makes no representations or warranties with respect to any matters that may pertain to parcels adjacent to the subject parcel, easements, common driveways or fences and the purchaser is advised to exercise whatever due diligence the purchaser deems necessary with respect to adjacent parcels.

The Owner makes no representations or warranties with respect to whether the Property has zoning violations, such as nonconforming use, insufficient setbacks or location of the property within a known earthquake zone and the purchaser is advised to exercise whatever due diligence the purchaser deems necessary including without limitation consultation with local building, zoning and planning departments.

The Owner makes no representations or warranties with respect to whether the Property has been modified, or has had additions, or whether it has been permitted or not, and the purchaser is advised to exercise whatever due diligence the purchaser deems necessary including without limitation consultation with local building officials.

The Owner makes no representations or warranties with respect to any matters that pertain to whether the provisions of any applicable historic district ordinance or any eminent domain affecting the Property, and the purchaser is advised to exercise whatever due diligence the purchaser deems necessary with respect to any historic district designation or any eminent domain including without limitation review of any local ordinance creating such district or eminent domain on any applicable map depicting the future designation of the Property.

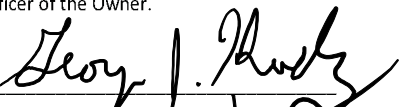
The Owner makes no representations or warranties with respect to neighborhood noise or nuisance problems, including without limitation military, municipal or international airports and the purchaser is advised to exercise whatever due diligence the purchaser deems necessary including without limitation verification with the FAA.

The Owner makes no representations or warranties with respect to whether the Property is within a dam or flood plain and the purchaser is advised to exercise whatever due diligence the purchaser deems necessary including without limitation verification with FEMA or applicable planning and zoning officials.

The Owner makes no representations or warranties with respect to whether the property is subject to any special or unique taxation by any applicable taxing authority and if there are such applicable taxes, the purchaser is advised to exercise whatever due diligence the purchaser deems necessary.

The Owner makes no representations or warranties with respect to information on any sexual offenders registered, under the federal or state law, within any distance of the Property or in the Property and the purchaser is advised to exercise whatever due diligence the purchaser deems necessary with respect to such information.

This Notice to Purchaser may not be altered, modified nor changed in any manner without the prior, written consent of the Chief Executive Officer of the Owner.

BUYER 

Dated: 3/31/17

BUYER 

Dated: 3/31/17

# LEAD-BASED PAINT DISCLOSURE

PROPERTY ADDRESS: 10802 DALE AVE, CLEVELAND, OH 44111

BUYER NAME(s) (printed): \_\_\_\_\_

SELLER NAME(s) (printed): Kondaur Capital Corporation

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

### LEAD WARNING STATEMENT

Every purchaser 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 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 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.

### PURCHASER'S ACKNOWLEDGMENT

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

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

(e) Purchaser 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.

### LICENSEE ACKNOWLEDGEMENT

Licenses have informed the Seller of the Seller's obligations under 42 U.S.C. 4852d (see <http://www.hud.gov>), and are aware of listing and selling licensees' duty to ensure compliance.

### CERTIFICATION OF ACCURACY

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

X Jessy J. Wood 3/31/17 X Joyce 3/31/17  
Buyer Signature Date & Time Buyer Signature Date & Time

X \_\_\_\_\_ X \_\_\_\_\_  
Seller Signature Date & Time Seller Signature Date & Time

X \_\_\_\_\_ X \_\_\_\_\_  
Agent Signature Date & Time Agent Signature Date & Time



## Multiple Offer Disclosure

Dear Buyer:

RE: 10802 DALE AVE, CLEVELAND, OH 44111

KondaUR has received multiple offers on the above mentioned property.

KONDAUR CAPITAL CORPORATION (KCC) will entertain all offers in the following manner:

1. All offers must be in writing; no verbal offers will be accepted.
2. The listing agent must receive your written best final offer no later than the close of business on \_\_\_\_\_ . Delivery of such offer may be via facsimile OR email.
3. The Buyer's Agent, or Buyer, if Buyer is not represented by an agent, will send all such best and final offers to the listing agent.
4. The following terms and conditions shall be applicable to you and to any offer you wish to submit:
  - a. KCC shall have sole and absolute discretion to accept or reject any offer received. KCC is not required to accept any particular offer, regardless of its terms. KCC has the absolute right and discretion to reject an offer.
  - b. Subsequent to the receipt of offers, KCC shall have the absolute right to deal directly with any broker and or one or more buyers to further negotiate the terms and conditions of any offer. In so doing KCC shall have no obligation to negotiate or communicate with each and every other buyer or with any of them.
  - c. In accepting an offer, KCC shall make its decision solely on such lawful factors and criteria as it deems appropriate under the circumstances. While price is one factor to be considered, it is not the only factor.
  - d. Under no circumstances shall verbal communications between a buyer, KCC and/or any agent or broker constitute or create an obligation on the part of KCC to sell a property to anyone under any terms.
  - e. The acceptance of an offer shall be conditioned upon the subsequent execution by buyer and seller of a written contract of sale setting forth terms satisfactory to KCC. KCC shall have no obligation to sell the property unless and until such written contract is fully executed.

Please sign below to acknowledge your understanding and acceptance of this process and return this form to the listing agent, no later than the time designated above for the transmittal of offer.

UNDERSTOOD AND AGREED Buyer

  
\_\_\_\_\_

Date

3/31/17

3/31/17

**Addendum to the Sales Contract**

**Individual Owner Occupancy Certification**

---

I/we, \_\_\_\_\_  
submit this offer to purchase the property located at:  
Property address: 10802 DALE AVE, CLEVELAND, OH 44111

\_\_\_\_\_

as an owner-occupant purchaser. I/we intend to occupy the subject property as my/our principal residence for a period of at least one year.

Purchaser Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Purchaser Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

---