



OFFER TO PURCHASE REAL ESTATE AND ACCEPTANCE

BUYER: The undersigned Red door renovations LLC offers to buy the following described property located at: 7519 Franklin Blvd Cleveland, Ohio, (the "Property"). Permanent Parcel No. 60220084

The Property, which BUYER accepts in its "AS IS" PRESENT PHYSICAL CONDITION, shall include the land, all appurtenant 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, smoke detectors, garage door opener(s) and ALL controls; all permanently attached carpeting. The following items shall also remain: [] satellite dish; [x] range and oven; [] microwave; [x] kitchen refrigerator; [] dishwasher; [] washer; [] dryer; [] radiator covers; [] window air conditioner; [] central air conditioning; [] gas grill; [] fireplace tools; [] screen; [] glass doors; [] fireplace grates; [] all existing window treatments; [x] ceiling fan(s); [] wood burner stove inserts; [] gas logs; and [] water softener.

Also included: All current appliances & fixtures to stay
NOT included: N/A

SECONDARY OFFER: This [] is [x] is not a secondary offer. This secondary offer, if applicable, will become a primary offer upon BUYER'S receipt of a signed copy of the release of the primary offer on or before N/A. BUYER shall have the right to terminate this secondary offer at any time prior to BUYER'S receipt of said copy of the release of the primary offer by delivering written notice to the SELLER or to SELLER'S agent. BUYER shall deposit earnest money within four (4) days of becoming the primary offer.

PRICE: BUYER shall pay the sum of \$ 25,000 payable as follows:

Earnest Money paid to Escrow Agent or Broker will be deposited in a non-interest bearing trust account and credited against purchase price: \$ 0

[] Check to be made payable to Broker or Escrow Agent and deposited immediately upon the formation of a binding Agreement
[x] Note to be redeemed within two (2) days after formation of a binding Agreement, as defined herein.

Cash downpayment to be deposited in escrow: \$ 25,000

Mortgage loan to be obtained by BUYER: \$ 0

[] CONVENTIONAL, [] FHA, [] VA, [x] CASH, [] OTHER

FINANCING: This offer is conditioned upon BUYER making a written application for the above mortgage loan within N/A days after Acceptance, as hereinafter defined, and obtaining a written commitment for that loan on or about N/A. If, despite BUYER'S good faith efforts, that commitment is not timely 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 Broker and their agents. NOTE: In the event of a dispute between the parties regarding the earnest money, the Escrow Agent or Broker (the "Depository") is required by Ohio law to maintain such funds in its trust account until its receipt of (a) written mutual authorization of both parties specifying disbursement; or (b) a final court order that specifies to whom the earnest money is to be awarded. If within two years from the date the earnest money was deposited with the Depository, the parties have not provided the Depository with such signed instructions or written notice that such legal action to resolve the dispute has been filed, the Depository shall return the earnest money to BUYER with no further notice to Seller.

CLOSING: All funds and documents necessary for the completion of this transaction shall be placed in escrow with the lending institution or escrow agent on or before Dec 12, 2017 and title shall be transferred on or about Dec 15th, 2017

52 **POSSESSION:** SELLER shall deliver possession and occupancy to BUYER on or before 6:00 p.m., 0 day(s) after
53 recording of the Deed or Dec 15, 2017, whichever is later. BUYER agrees to transfer utilities
54 commencing on the date of possession.

55 **TITLE:** SELLER shall convey a marketable title to BUYER by general warranty deed and/or fiduciary deed, if required, with
56 release of dower, free and clear of all liens and encumbrances whatsoever, except (a) any mortgage assumed by BUYER; b)
57 such restrictions, conditions, easements (however created) and encroachments as do not materially adversely affect the
58 use or value of the Property; c) zoning ordinances, if any; and d) taxes and assessments, both general and special, not
59 yet due and payable. SELLER shall furnish an Owner's Fee Policy of Title Insurance from Ohio Real Title / Venture Land Title
60 in the amount of the purchase price with cost of the insuring premium split equally between SELLER and BUYER. SELLER
61 shall have thirty (30) days after notice to remove title defects. If unable to do so, BUYER may either a) accept title subject
62 to each defect without any reduction in the purchase price or b) terminate this AGREEMENT, in which case neither
63 BUYER, SELLER nor any Broker or agents shall have any further liability to each other, and both BUYER and SELLER
64 agree to sign a mutual release, whereupon the Broker shall return the earnest money to BUYER.

65
66 **PRORATIONS:** Tenant security deposits, if any, shall be credited to BUYER through escrow. Rents, if any, taxes and
67 assessments, and Homeowners Association fees and assessments, if any, shall be prorated by the Escrow Agent as of the
68 date of recording of the Deed. Taxes and assessments shall be prorated based upon the latest available tax duplicate. The
69 parties are advised to consult with the county auditor's office about the status of the Property taxes as the latest available tax
70 duplicate may not accurately reflect the amount of taxes owed. The parties agree to adjust directly any changes in proration
71 when the tax duplicate for the calendar year of closing becomes available. If the Property is new construction and recently
72 completed or in the process of completion at the time of the Agreement, then the escrow agent is instructed to make a good
73 faith estimate of the taxes to be owed on the value of the improved Property to the date of title transfer and reserve sufficient
74 funds in escrow from SELLER'S net proceeds to pay those taxes when they become due and payable after title transfer. The
75 escrow agent is instructed to release the balance of the funds on reserve once it receives notice from the county auditor that
76 the taxes on the land and improvements have been paid in full to the date of title transfer. The Escrow Agent shall withhold
77 \$ 250 from SELLER to secure payment of final water and sewer charges, if any. The Escrow Agent is instructed to
78 either pay said charges or verify SELLER'S payment of said charges and remit any balance to SELLER. In the event the
79 Property shall be deemed subject to any agricultural tax recoupment (C.A.U.V.), BUYER SELLER agrees to pay the
80 amount of such recoupment.

81
82 **CHARGES/ESCROW INSTRUCTIONS** This Agreement shall be used as escrow instructions subject to the Escrow
83 Agent's standard conditions of acceptance that are not inconsistent with this Agreement. SELLER shall pay the following costs
84 through escrow: a) real estate transfer tax; b) any amount required to discharge any mortgage, lien or incumbrance not
85 assumed by BUYER; c) title exam and one-half the cost of insuring premium for Owners Fee Policy of Title Insurance; d)
86 prorations due BUYER; e) Broker's commissions; f) one-half of the escrow; and g) other Buyer to pay Sellers
87 _____ (unless VA/FHA regulations prohibit payment of escrow fees by BUYER in which case SELLER shall pay the
88 entire escrow fee). SELLER shall pay directly all utility charges to the date of title transfer or date of possession, whichever is
89 later. Tenant security deposits, if any, shall be credited in escrow to the BUYER.

*closing
and
title
cost*

90
91 BUYER shall pay the following through escrow (unless prohibited by VA/FHA regulations): a) one-half of the escrow fee; b)
92 one-half the cost of insuring premiums for Owners Fee Policy of Title Insurance; c) all recording fees for the deed and any
93 mortgage; and d) other _____

94
95 BUYER acknowledges the availability of a LIMITED HOME WARRANTY PROGRAM with a deductible paid by BUYER which
96 will will not be provided from _____ at a cost of \$ _____, which shall
97 be charged to SELLER BUYER through escrow at title transfer. The parties acknowledge that the limited home
98 warranty does not cover pre-existing defects in the Property and that Broker may receive a fee from the warranty provider.

99
100 **INSPECTION:** This Agreement shall be subject to the following inspection(s) by a professional inspector of BUYER'S choice
101 within the specified number of days from the date of Acceptance, as herein defined. BUYER agrees that BUYER is
102 solely responsible for retaining a professional inspector for each requested inspection and releases Broker and its agents from
103 any and all liability regarding the selection or retention of inspector(s).

104
105 **If BUYER does not elect inspections, BUYER acknowledges that BUYER is acting against the advice of BUYER'S**
106 **agent and Broker. BUYER understands that all real property and improvements may contain defects and**
107 **conditions that are not readily apparent and which may affect a property's use or value. The parties agree that the**
108 **brokers and agents do not guarantee and in no way assume responsibility for the Property's condition. BUYER**
109 **acknowledges that it is BUYER'S own duty to exercise reasonable care to inspect and make diligent inquiry of the**
110 **SELLER or BUYER'S inspectors regarding the condition and systems of the Property. INSPECTIONS REQUIRED BY**
111 **ANY STATE, COUNTY, LOCAL GOVERNMENT OR FHA/VA DO NOT REPLACE THE NEED FOR BUYER INSPECTIONS.**

Choice		Inspection	Expense	
Yes	No		BUYER	SELLER
<input checked="" type="checkbox"/>	<input type="checkbox"/>	GENERAL HOME <u>7-10</u> days	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	SEPTIC SYSTEM _____ days	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	WATER POTABILITY _____ days	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	WELL FLOW RATE _____ days	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	RADON _____ days	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	OTHER _____ days	<input type="checkbox"/>	<input type="checkbox"/>

(Specify)

Contractor walk through / rehab budget

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

After each inspection requested, BUYER shall have three (3) days to elect one of the following: a) remove the Inspection contingency and accept the Property in its "AS IS" PRESENT PHYSICAL CONDITION; b) accept the Property subject to SELLER agreeing to have specific items identified in a written inspection report repaired by a qualified contractor in a professional manner at SELLER'S expense; or c) terminate this AGREEMENT if written inspection report(s) identify material latent defects NOT previously disclosed in writing by the SELLER and any cooperating real estate Broker.

If the Property is accepted in its "AS IS" PRESENT PHYSICAL CONDITION, BUYER agrees to sign an Amendment to Purchase Agreement removing the inspection contingency and this Agreement will proceed in full force and effect. If the Property is accepted subject to the SELLER repairing specific defects, BUYER shall provide to SELLER a copy of the Inspection report(s) and sign an Amendment to Purchase Agreement removing the inspection contingency and identifying the defects which are to be repaired. SELLER and BUYER shall have three (3) days from SELLER'S receipt of the written list of defects and the inspection report(s) to agree in writing which defects, if any, will be corrected at SELLER'S expense. If a written Agreement is not signed by both parties within those three (3) days, then this Agreement shall be null and void and SELLER and BUYER agree to sign a mutual release. If the BUYER elects to terminate this Agreement based upon newly discovered material latent defects in the Property, then BUYER shall provide a copy of the written inspection report to the SELLER and both parties agree to promptly sign a mutual release. Upon signing of a mutual release by SELLER and BUYER, the earnest money deposit shall be returned to BUYER without any further liability of either party to the other or to Broker(s).

The parties may agree IN WRITING to extend the dates for inspections, repairs, or the deadline for exercising their right to terminate the Agreement. SELLER agrees to provide reasonable access to the Property for BUYER to review and approve any conditions corrected by SELLER.

Yes No **PEST/WOOD DESTROYING INSECTS:** An inspection of all structures on said premises shall be made by a licensed inspection or exterminating agency of BUYER'S or SELLER'S choice at BUYER'S SELLER'S expense and such agency's written report shall be made available to the BUYER before closing. If such report shows existing infestation or damage by pests, termites or wood destroying insects, treatment of the condition shall be made by a licensed exterminating agency which shall furnish a certificate of guarantee for a period of at least one year in the case of termites and a certificate of guarantee for a period of at least sixty (60) days in the case of wood destroying insects. ALL REPAIRS AND TREATMENT COSTS SHALL BE PAID BY THE BUYER OR SELLER (unless FHA/VA regulations prohibit payment of inspection by BUYER, in which case SELLER shall pay the cost.) This AGREEMENT may be voided by the party paying for the repair and treatment if the cost exceeds \$500.00.

Yes No **LEAD BASED PAINT:** BUYER shall have the right to have a risk assessment or inspection of the Property by a qualified inspector, for the presence of lead-based paint and/or lead based paint hazards at BUYER'S expense within ten (10) days after formation of a binding AGREEMENT. See EPA pamphlet "Protect Your Family from Lead in Your Home" for more information.) In the event existing deficiencies or corrections are identified by the inspector in a written report, then BUYER shall have the right to terminate the AGREEMENT or request that the SELLER repair the specific existing deficiencies noted on the written inspection report. In that event, BUYER agrees to immediately provide SELLER with a copy of the written inspection and/or risk assessment report. Upon receipt of the inspection report and BUYER'S request of repairs, SELLER will have the option to either agree to correct the deficiencies identified in the inspector's written report or decline to do any repairs. If SELLER elects to correct the deficiencies, SELLER agrees to provide to BUYER prior to

171 Title Transfer with a certificate from a qualified risk assessor or inspector demonstrating that the deficiencies have been
172 remedied. If the SELLER declines to correct the deficiencies, BUYER
173 may elect to terminate the AGREEMENT or accept the Property in its "AS IS" condition. BUYER may remove this right
174 of inspection at any time without SELLER'S consent.
175

176 BUYER has SM (BUYER'S initials) received a copy of the EPA pamphlet entitled "PROTECT YOUR FAMILY FROM
177 LEAD IN YOUR HOME" and a copy of the "DISCLOSURE ON LEAD-BASED PAINT AND/OR LEAD BASED PAINT
178 HAZARDS."
179

180 BUYER HAS NOT (BUYER'S initials) received a copy of the EPA pamphlet entitled "PROTECT YOUR FAMILY
181 FROM LEAD IN YOUR HOME" and a copy of the "DISCLOSURE ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT
182 HAZARDS (disclosure form)." This offer is subject to the SELLER completing the disclosure form and BUYER'S review and
183 approval of the information contained on the disclosure form within _____ days from receipt.
184

185 **MEGAN'S LAW:** SELLER warrants that SELLER has disclosed to BUYER all notices received from the local Sheriff's
186 department pursuant to Ohio's sex offender law. BUYER acknowledges that any such information may no longer be accurate
187 and agrees to inquire with the local sheriff's office about sex offender registration. BUYER agrees to rely on solely BUYER'S
188 own inquiry with the local sheriff's office as to registered sex offenders, and not SELLER or any broker or agent.
189

190 **CONDITION OF PROPERTY:** BUYER has examined the Property and agrees that the Property is being purchased in its "AS
191 IS" PRESENT PHYSICAL CONDITION, including any defects disclosed by the SELLER on the State of Ohio Residential
192 Property Disclosure Form. SELLER agrees to notify BUYER in writing of any additional disclosure items that arise between the
193 date of Acceptance as herein defined and the date of recording of the deed.
194

195 BUYER HAS (BUYER'S initials) received a copy of the Residential Property Disclosure Form signed by
196 SELLER on _____ (date) prior to writing this offer.
197

198 BUYER HAS NOT SM (BUYER'S initials) received a copy of the Residential Property Disclosure Form. This
199 offer is subject to the SELLER completing the Residential Property Disclosure Form and BUYER'S review and approval of the
200 information contained on the disclosure form within 3 days from receipt. SELLER shall pay all costs for the repair of any
201 gas line leak found between the street and foundation at the time of transfer of utilities. SELLER agrees to comply with any
202 and all local governmental point of sale laws and/or ordinances. SELLER will promptly provide BUYER with copies of any
203 notices received from government agencies to inspect or correct any current building code or health violations. If applicable,
204 BUYER and SELLER shall have three (3) days after receipt by BUYER of all notices to agree in writing which
205 party will be responsible for the correction of any building code or health violation(s). In the event BUYER and SELLER
206 cannot agree in writing, this AGREEMENT may be declared null and void by either party.
207

208 **REPRESENTATIONS AND DISCLAIMERS:** BUYER acknowledges that the SELLER has completed the Residential
209 Property Disclosure Form and agrees to hold the Broker(s) and their agents harmless from any misstatements, errors or
210 omissions made by the SELLER. BUYER also acknowledges and agrees that the Broker(s) and their agents have no
211 obligation to verify or investigate the information provided by the SELLER on that form. BUYER has not relied on any
212 representation by the Broker(s) and/or any agent(s) regarding the use or condition of the Property, square footage, zoning, lot
213 dimensions, homeowners' fees, public and private assessments, utility bills, taxes or special assessments except as listed
214 below (if none, indicate "none"):
215

216 None

217
218 **DAMAGE:** If improvements to the Property are destroyed or damaged in excess of ten percent (10%) of the purchase price
219 prior to title transfer, then BUYER may either accept the insurance proceeds for said damage and complete this transaction
220 or terminate this Agreement and receive the return of all deposits made. If such damage is less than ten percent of the
221 purchase price, then SELLER shall restore the Property to its prior condition.
222

223 **BINDING AGREEMENT:** For purposes of this Agreement, "Days" shall be defined as calendar days. "Acceptance" shall occur
224 when the latter of the parties signs this Agreement without making material change and then delivers either written or verbal
225 notice of such signatures to the other party or the other party's agent. Upon Acceptance, this offer and all attachments and
226 addenda, shall become an Agreement binding on BUYER and SELLER, their heirs, executors, administrators, and assigns.
227 This Agreement shall be made part of or be used as the escrow instructions and shall be subject to the Escrow Agent's
228 standard conditions of escrow not inconsistent herewith. The terms, covenants, conditions, and provisions of this Agreement to
229 be performed by SELLER shall survive delivery and recording of the Deed.
230

231 **ADDENDA:** The additional terms and conditions in the attached addenda Agency Disclosure Form Residential
232 Property Disclosure Form VA FHA FHA Home Inspection Notice "For Your Protection" Condominium
233 Addendum Walk through House Sale Contingency Addendum House Sale Concurrency Addendum Lead Based
234 Paint Addendum
235 Other _____ are made part of this Agreement. The terms and conditions of any addenda
236 supersede any conflicting terms of the Agreement.

237 [Signature] _____ 1314 St Charles Ave Lakewood OH 44107
238 (BUYER) Date (ADDRESS AND ZIP CODE) (E-MAIL ADDRESS)

241 _____
242 (BUYER) Date (Telephone) (E-MAIL ADDRESS) 440 821 5671 STMG02@gmail.com

246 **DEPOSIT RECEIPT:** Receipt is hereby acknowledged of a check made payable to either Broker or Escrow Agent serving as
247 Depository; (OR) note in for the earnest money, subject to terms of the above offer.

248 By: N/A Office: _____ Phone: _____

251 **ACCEPTANCE:** SELLER accepts the above offer and irrevocably instructs the escrow agent to pay from SELLER'S escrow
252 funds a commission of Zero dollars / own LLC percent (_____ %) of the purchase
253 price to Broker at (address) Keller Williams Realty Greater Cleveland West / 2001 Crocker Rd., Suite 200 / Westlake, OH 44145
254 and _____ % of the purchase price to
255 _____ (cooperating broker, if any, at the following
256 address) N/A as the sole procuring agents in this
257 transaction.

258 Paulita Slesak _____ 7519 Franklin Blvd Cleveland OH 44102
259 (SELLER) Date (ADDRESS AND ZIP CODE) (E-MAIL ADDRESS)

262 _____
263 (SELLER) Date (TELEPHONE) (E-MAIL ADDRESS)

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

269 **Multiple Listing Information**

270 Steve MacCris _____ 2012002638
271 (Listing agent name) (Listing agent license #)
272 Keller Williams CW _____ 2847
273 (Listing broker name) (Listing broker office #)
274 Steve MacCris _____ 2012002638
275 (Selling agent name) (Selling agent license #)

280 Keller Williams Realty Greater Cleveland West 2847
281 (Selling broker name) (Selling broker office #)