



PURCHASE AGREEMENT
OFFER, RECEIPT AND ACCEPTANCE

- 1. BUYER The undersigned Settebello, Ltd. offers to buy the
2. PROPERTY located at 4425 Elmwood Rd
3. City South Euclid, Ohio, Zip 44121
4. Permanent Parcel No. and further described as being:
5.

- 6. The property, which BUYER accepts in its "AS IS" PRESENT PHYSICAL CONDITION, shall include the land, all
7. appurtenant rights, privileges and easements, and all buildings and fixtures, including such of the following as are
8. now on the property: all electrical, heating, plumbing and bathroom fixtures; all window and door shades, blinds,
9. awnings, screens, storm windows, curtain and drapery fixtures; all landscaping, disposal, TV antenna, rotor and
10. control unit, smoke detectors, garage door opener(s) and controls; all permanently attached carpeting.
11. The following items shall also remain: satellite dish; range and oven; microwave; kitchen refrigerator
12. dishwasher; washer; dryer; radiator covers; window air conditioners; central air conditioning; gas
13. grill; fireplace tools; screen; glass doors and grate; all existing window treatments; ceiling fan
(s);
14. wood burner stove inserts; gas logs; and water softener. Also included:
15.
16. NOT included:
17.

- 18. SECONDARY OFFER This is not a secondary offer. This secondary offer, if applicable, will become a
19. primary offer upon BUYER's receipt of a signed copy of the release of the primary offer on or before
20. (date). BUYER shall have the right to terminate this secondary offer at any time prior to
21. BUYER'S receipt of said copy of the release of the primary offer by delivering written notice to the SELLER or the
22. SELLER's agent. BUYER shall deposit earnest money within four (4) days of becoming the primary offer.

- 23. PRICE BUYER shall pay the sum of \$ 33,000.00
24. Payable as follows:
25. Earnest money paid to Broker will be deposited in a non-
26. interest bearing trust account and credited against
27. purchase price. \$
28. Check to be deposited immediately upon the
29. formation of a binding AGREEMENT, as defined
30. below on lines 231-238.
31. Note to be redeemed within four (4) days after
32. formation of a binding AGREEMENT, as defined
33. below on lines 231-238.
34. Cash to be deposited in escrow \$ 33,000.00
35. Mortgage loan to be obtained by BUYER \$
36. CONVENTIONAL, FHA, VA, OTHER
37.

- 38. FINANCING BUYER shall make a written application for the above mortgage loan within days
39. after acceptance and shall obtain a commitment for that loan on or about . If
40. despite BUYER's good faith efforts, that commitment has not been obtained, then this AGREEMENT shall be null
41. and void. Upon signing of a mutual release by SELLER and BUYER, the earnest money deposit shall be returned
42. to the buyer without any further liability of either party to the other or to Broker and their agents.
43. NOTE: In the event of a dispute between SELLER and BUYER over the return or forfeiture of earnest money held

44. in escrow by a Broker, the Broker is required by state law to retain said funds in the Broker's trust or escrow
45. account until a written release from the parties consenting to its disposition has been obtained or until
46. disbursement is ordered by a court of competent jurisdiction.
47. **CLOSING** All funds and documents necessary for the completion of this transaction shall be placed in escrow
48. with the lending institution or escrow company on or before 5/31/17 and title shall be
49. transferred on or about 5/31/17 ***OR within 30 days of short sale approval
50. **POSSESSION** SELLER shall deliver possession to BUYER on 5/31/17 (date) at 5PM (time)
51. AM PM, provided the title has transferred. Subject to BUYER's rights, if any, the premises may be occupied
52. by the SELLER free for _____ () days. Additional _____ days at a rate of
53. \$ _____ per day. Payment and collection of fees for use and occupancy after transfer of title are the
54. sole responsibility of SELLER and BUYER.
55. **TITLE** SELLER shall convey a marketable title to BUYER by general warranty deed and/or fiduciary deed, if
56. required, with dower rights released, free and clear of all liens and encumbrances whatsoever, except a) any
57. mortgage assumed by BUYER, b) such restrictions, conditions, easements (however created) and
58. encroachments as do not materially adversely affect the use or value of the property, c) zoning ordinances, if any
59. and d) taxes and assessments, both general and special, not yet due and payable, SELLER shall furnish an
60. Owner's Fee Policy of Title Insurance from All Real Estate Solutions, LLC
61. (title company - if BUYER has a preference) in the amount of the purchase price with cost of the insuring
62. premium paid by SELLER. If the property is torrenized, SELLER shall furnish an
63. Owner's Duplicate Certificate of Title, and a United States Court Search and Tax Search. SELLER shall have
64. thirty (30) days after notice to remove title defects. If unable to do so, BUYER may either a) accept Title subject to
65. each defect without any reduction in the purchase price or b) terminate this AGREEMENT, in which case neither
66. BUYER, SELLER, nor any REALTOR(S) shall have any further liability to each other, and both BUYER and
67. SELLER agree to sign a mutual release, whereupon the Broker shall return the earnest money to BUYER.
68. **PRORATIONS** General Taxes, annual maintenance fees, subdivision charges, special assessments, city and
69. county charges and tenant's rents shall be prorated as of the date of the title transfer. Taxes and assessments.
70. shall be prorated based upon the latest available tax duplicate. However, if the tax duplicate is not yet available or
71. the improved land is currently valued as land only, taxes and assessments shall be prorated based upon 35% of
72. the selling price times the millage rate. The escrow agent is instructed to contact the local governmental taxing
73. authority, verify the correct tax value of the property as of the date of title transfer and pay the current taxes due to
74. the date of the title transfer. If the property being transferred is new construction and recently completed or in the
75. process of completion at the time the AGREEMENT was signed by the parties, the escrow agent is instructed to
76. make a good faith estimate of the taxes to be owed on the value of the improved property to the date of title
77. transfer and reserve sufficient funds in escrow from SELLER's net proceeds to pay those taxes when they
78. become due and payable after title transfer. The escrow agent is instructed to release the balance of the funds on
79. reserve once they receive notice from the local county auditor that the taxes on the land and improvements have
80. been paid in full to the date of title transfer. BUYER acknowledges that the latest available tax duplicate may not
81. reflect the accurate amount of taxes and assessments that will be owed. SELLER agrees to reimburse BUYER
82. directly outside of escrow for any increase in valuation and the cost of all passed or levied, but not yet certified,
83. taxes and assessments, if any, prorated to the date of title transfer. SELLER is not aware of any proposed taxes
84. or assessments, public or private, except the following _____
85. _____
86. In the event the property shall be deemed subject to any agricultural tax recoupment (C. A. U. V.)
87. BUYER SELLER agrees to pay the amount of such recoupment.
88. **CHARGES/ESCROW INSTRUCTIONS** This AGREEMENT shall be used as escrow instructions subject to the
89. Escrow Agent's usual conditions of acceptance. SELLER shall pay the following costs through escrow: a) real
90. estate transfer tax, b) any amount required to discharge any mortgage, lien or incumbrance not assumed by
91. BUYER, c) the cost of insuring premium for Owners Fee Policy of title Insurance, d)
92. prorations due BUYER, e) Broker's commissions, f) closing fee of \$1,000 and g) other
93. _____
94. (unless VA/FHA regulations prohibit payment of escrow fees by BUYER in which case SELLER shall pay the
95. entire escrow fee.) SELLER shall pay directly all utility charges to the date of title transfer or date of possession
96. whichever is later. The escrow agent shall withhold \$ _____ NA _____ from the proceeds due SELLER for

97. the SELLER's final water and sewer bills. Tenant security deposits, if any, shall be credited in escrow to the
98. BUYER.

99. BUYER shall pay the following through escrow (unless prohibited by VA/FHA regulations): a)

100. escrow fee b) Title insurance Binder; c) all recording

101. fees for the deed and any mortgage, and d) other

102. _____ . BUYER shall secure new insurance on the property.

103. BUYER acknowledges the availability of a LIMITED HOME WARRANTY PROGRAM with a deductible paid by

104. BUYER which will not be provided at a cost of \$ _____ charged to SELLER BUYER from

105. escrow at closing. SELLER and BUYER acknowledge that this LIMITED HOME WARRANTY PROGRAM will not

106. cover any pre-existing defects in the property. Broker may receive a fee from the home warranty provider.

107. The SELLER(s) hereby authorize and instruct the escrow agent to send a copy of their fully signed HUD1

108. Settlement Statement to the Brokers listed on this AGREEMENT promptly after closing.

109. The BUYER(s) hereby authorize and instruct the escrow agent to send a copy of their fully signed HUD1

110. Settlement Statement to the Brokers listed on this AGREEMENT promptly after closing.

111. **INSPECTION** This AGREEMENT shall be subject to the following inspection(s) by a qualified inspector of

112. BUYER's choice within the specified number of days from formation of binding AGREEMENT. BUYER assumes

113. sole responsibility to select and retain a qualified inspector for each requested inspection and releases Broker of

114. any and all liability regarding the selection or retention of the inspector(s). If BUYER does not elect inspections,

115. BUYER acknowledges that BUYER is acting against the advice of BUYER's agent and broker. BUYER

116. understands that all real property and improvements may contain defects and conditions that are not readily

117. apparent and which may affect a property's use or value. BUYER and SELLER agree that the REALTORS® and

118. agents do not guarantee and in no way assume responsibility for the property's condition. BUYER acknowledges

119. that it is BUYER's own duty to exercise reasonable care to inspect and make diligent inquiry of the SELLER or

120. BUYER's inspectors regarding the condition and systems of the property.

121. INSPECTIONS REQUIRED BY ANY STATE, COUNTY, LOCAL GOVERNMENT OR FHA/VA DO NOT

122. NECESSARILY ELIMINATE THE NEED FOR THE INSPECTIONS LISTED BELOW.

123. **WAIVER** _____ (initials) BUYER elects to waive each professional inspection to which BUYER has

124. not indicated "YES." Any failure by BUYER to perform any inspection indicated "YES" herein is a waiver of such

125. inspection and shall be deemed absolute acceptance of the Property by BUYER in its "AS IS" condition.

126. **Choice**

Inspection

Expense

127. Yes No

BUYER's SELLER's

128. GENERAL HOME _____ days from formation of AGREEMENT

129. SEPTIC SYSTEM _____ days from formation of AGREEMENT

130. WATER POTABILITY _____ days from formation of AGREEMENT

131. WELL FLOW RATE _____ days from formation of AGREEMENT

132. RADON _____ days from formation of AGREEMENT

133. OTHER _____ days from formation of AGREEMENT

134. Walk-through inspection upon short sale approval

135. After each inspection requested, BUYER shall have three (3) days to elect one of the following: a) Remove the

136. inspection contingency and accept the property in its "AS IS" PRESENT PHYSICAL CONDITION; or b) Accept

137. the property subject to SELLER agreeing to have specific items, that were either previously disclosed in writing by

138. the SELLER or identified in a written inspection report, repaired by a qualified contractor in a professional manner

139. at SELLER's expense; or c) Terminate this AGREEMENT if written inspection report(s) identify material latent

140. defects NOT previously disclosed in writing by the SELLER and any cooperating real estate Broker.

141. If the property is accepted in its "AS IS" PRESENT PHYSICAL CONDITION, BUYER agrees to sign an

142. Amendment To Purchase AGREEMENT removing the inspection contingency and this AGREEMENT will proceed

143.in full force and effect. If the property is accepted subject to the SELLER repairing specific defects, BUYER shall
144.provide to SELLER a copy of the inspection report(s) and sign and Amendment To Purchase Agreement removing
145.the inspection contingency and identifying the defects which are to be repaired. SELLER and BUYER shall have
146.three (3) days from SELLER's receipt of the written list of defects and the inspection report(s) to agree in writing
147.which defects, if any, will be corrected at SELLER's expense. If a written AGREEMENT is not signed by SELLER
148.and BUYER within those three (3) days, this AGREEMENT is null and void and SELLER and BUYER agree to
149.sign a mutual release. If the BUYER elects to terminate this AGREEMENT based upon newly discovered material
150.latent defects in the property, BUYER shall provide a copy of the written Inspection report to the SELLER and
151.both parties agree to promptly sign a mutual release. Upon signing of a mutual release by SELLER and BUYER,
152.the earnest money deposit shall be returned to the BUYER without any further liability of either party to the other
153.or to Broker(s.)
154.The BUYER and SELLER can mutually agree IN WRITING to extend the dates for inspections, repairs, or to
155.exercise their right to terminate the AGREEMENT. SELLER agrees to provide reasonable access to the property
156.for BUYER to review and approve any conditions corrected by SELLER.

157.YES NO

158. **PEST/WOOD DESTROYING INSECTS** An inspection of all structures on said premises shall be
159.made by a licensed inspection or exterminating agency of BUYER's or SELLER's choice at BUYER's
160. SELLER's expense and such agency's written report shall be made available to the BUYER before closing. If
161.such report shows existing infestation or damage by pests, termites or wood destroying insects, treatment of the
162.condition shall be made by a licensed exterminating agency which shall furnish a certificate of guarantee for a
163.period of at least one year in the case of termites and a certificate of guarantee for a period of at least 60 days in
164.the case of wood destroying insects. ALL REPAIRS AND TREATMENT COSTS SHALL BE PAID BY THE BUYER
165.OR SELLER (unless FHA/VA regulations prohibit payment of inspection by BUYER, in which case SELLER
166.shall pay the cost.) This AGREEMENT may be voided by the party paying for the repair, if it exceeds \$500.00.

167.YES NO

168. **LEAD BASED PAINT** BUYER shall have the right to have a risk assessment or inspection of the
169.property by a qualified inspector, for the presence of lead-based paint and/or lead based paint hazards at
170.BUYER's expense within ten (10) days after formation of a binding AGREEMENT. (Intact lead-based paint that is
171..in good condition is not necessarily a hazard. See EPA pamphlet "Protect Your Family from Lead in Your Home"
172. for more information.) In the event existing deficiencies or corrections are identified by the inspector in their
173.written report, BUYER shall have the right to terminate the AGREEMENT or request that the SELLER repair the
174. specific existing deficiencies noted on the written inspection report. In that event, BUYER agrees to immediately
175.provide the specific existing deficiencies noted on the written inspection report. In that event, BUYER agrees to
176.immediately provide SELLER with a copy of the written inspection and/or risk assessment report. Upon receipt of
177.the inspection report and BUYER's request of repairs, SELLER will have the option to either agree to correct the
178.deficiencies identified in the inspectors written report or decline to do any repairs. If SELLER elects to correct the
179.deficiencies, SELLER agrees to provide to BUYER prior to Title Transfer with a certificate from a qualified risk
180.assessor or inspector demonstrating that the deficiencies have been remedied. If the SELLER declines to correct
181.the deficiencies, BUYER may elect to terminate the AGREEMENT or accept the property in its "AS IS" condition.
182.BUYER may remove this right of inspection at any time without SELLER's consent.

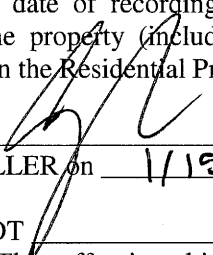
183.BUYER HAS _____ (BUYER's initials) received a copy of the EPA pamphlet entitled "PROTECT
184.YOUR FAMILY FROM LEAD IN YOUR HOME" and a copy of the "DISCLOSURE ON LEAD-BASED PAINT
185.AND/OR LEAD-BASED PAINT HAZARDS."

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

191. **MEGAN'S LAW** SELLER warrants that SELLER has disclosed to BUYER all notices received pursuant to Ohio's
192.sex offender law. The BUYER acknowledges that the information disclosed may no longer be accurate and
193.agrees to inquire with the local sheriff's office. BUYER agrees to assume the responsibility to check with the local
194.sheriff's office for additional information. BUYER will rely on BUYER's own inquiry with the local sheriff's office as
195.to registered sex offenders in the area and will not rely on SELLER or any real estate agent involved in the
196.transaction.

197. -

198. **CONDITION OF PROPERTY** BUYER has examined the property and agrees that the property is being
199. purchased in its "AS IS" PRESENT PHYSICAL CONDITION including any defects disclosed by the SELLER on
200. the state of Ohio Residential Property Disclosure Form or identified by any inspections requested by either party.
201. SELLER agrees to notify BUYER in writing of any additional disclosure items that arise between the date of
202. acceptance and the date of recording of the deed. BUYER has not relied upon any representations, warranties or
203. statements about the property (including but not limited to its condition or use) unless otherwise disclosed on this
204. AGREEMENT or on the Residential Property Disclosure Form.

205. BUYER HAS  (BUYER's initials) received a copy of the Residential Property Disclosure
206. Form signed by SELLER on 1/15/17 (date) prior to writing this offer.

207. BUYER HAS NOT _____ (BUYER's initials) received a copy of the Residential Property
208. Disclosure Form. This offer is subject to the SELLER completing the Residential Property Disclosure Form and
209. BUYER's review and approval of the information contained on the disclosure form within _____ days from
210. receipt.

211. SELLER shall pay all costs for the repair of any gas line leak found between the street and foundation at the time
212. of transfer of utilities. SELLER agrees to comply with any and all local governmental point of sale laws and/or
213. ordinances. SELLER will promptly provide BUYER with copies if any notices received from governmental
214. agencies to inspect or correct any current building code or health violations. If applicable, BUYER and SELLER
215. shall have _____ () days after receipt by BUYER of all notices to agree in writing which party will be
216. responsible for the correction of any building code or health violation(s). In the event BUYER and SELLER cannot
217. agree in writing, this AGREEMENT can be declared null and void by either party.

218. **REPRESENTATIONS AND DISCLAIMERS** BUYER acknowledges that the SELLER completed the Residential
219. Property Disclosure Form and agrees to hold the Broker(s) and their agents harmless from any misstatements or
220. errors made by the SELLER on the form. BUYER also acknowledges and agrees that the Broker(s) and their
221. agents have no obligation to verify or investigate the information provided by the SELLER on that form. BUYER
222. hereby acknowledges that any representation by SELLER or the real estate agent(s) regarding the square
223. footage of the rooms, structures or lot dimensions, homeowners fees, public and private assessments, utility bills,
224. taxes and special assessments are approximate and not guaranteed. Please list any and all verbal
225. representations made by Broker(s) or their agents that you relied upon when purchasing this property (if none,
226. write "none"). _____
227. _____

228. **DAMAGE** If any building or other improvements are destroyed or damaged in excess of ten percent of the
229. purchase price prior to title transfer, BUYER may either accept the insurance proceeds for said damage and
230. complete this transaction or may terminate this AGREEMENT and receive the return of all deposits made. If such
231. damage is less than ten percent of the purchase price, SELLER shall restore the property to its prior condition.

232. **BINDING AGREEMENT** Upon written acceptance and then either written or verbal notice of such acceptance to
233. the last-offering party, this offer and any addenda listed below shall become a LEGALLY BINDING AGREEMENT
234. UPON BUYER AND SELLER and their heirs, executors, administrators and assigns and shall represent the entire
235. understanding of the parties regarding this transaction. All counter-offers, amendments, changes or deletions to
236. this AGREEMENT shall be in writing and be signed by both BUYER and SELLER. Facsimile signatures shall be
237. deemed binding and valid. This AGREEMENT shall be used as escrow instructions subject to the Escrow Agent's
238. usual conditions of acceptance. For purposes of this AGREEMENT, "days" shall be defined as calendar days
239. **This AGREEMENT is a legally binding contract. If you have any questions of law, consult your attorney.**

240. **ADDENDA** The additional terms and conditions in the attached addenda Agency Disclosure Form
241. Residential Property Disclosure Form VA FHA FHA Home Inspection Notice Condo House Sale
242. Contingency Addendum House Sale Concurrency Addendum Lead Based Paint Other _____
243. are made part of this AGREEMENT. The terms and conditions of any addenda supersede any conflicting
244. terms in the purchase AGREEMENT.

245. [Signature] 21380 Lorain Rd #201 Fairview Park, OH
 246. (BUYER) Angelo Russo (ADDRESS AND ZIP CODE) 44126
 247. Authorized Agent
 248. (BUYER) Settebello, Ltd (PHONE NO.) 3/3/17 (DATE)

249. **DEPOSIT RECEIPT** Receipt is hereby acknowledged, of \$ _____ check note, earnest money,
 250. subject to terms of the above offer.

251. By: _____ Office: _____ Phone: _____

252. **ACCEPTANCE** SELLER accepts the above offer and irrevocably instructs the escrow agent to pay form
 253. SELLER's escrow funds a commission of Three percent (3%)
 254. of the purchase price to Realty Trust Services Western Reserve Realty Group, LLC (Broker)
 255. 21380 Lorain Road, Fairview Park, OH 44126 (Address)
 256. and Three percent (3%) of the
 257. purchase price to Western Reserve Realty Group, LLC (Broker)
 258. 21380 Lorain Road, Fairview Park, OH 44126 (Address)
 259. as the sole procuring agents in the transaction.

260. [Signature] 8357 Sherman Rd Chesterland OH 44024
 261. (SELLER) (ADDRESS AND ZIP CODE)
 262. Frank A Wagner 440 454 2616 4/1/17
 263. (PRINT SELLER'S NAME) (PHONE NO.) (DATE)

264. _____
 265. (SELLER) (ADDRESS AND ZIP CODE)

266. _____
 267. (PRINT SELLER'S NAME) (PHONE NO.) (DATE)

268. The following information is provided solely for the Multiple Listing Services' use and will be completed by the
 269. Brokers or their agents and is not part of the terms of the Purchase AGREEMENT.

270.	Multiple Listing Information	
271.	<u>Chris Kaylor</u>	<u>2011003065</u>
272.	(Listing agent Name)	(Listing agent license #)
273.	<u>Realty Trust Services</u>	
274.	(Listing Broker Name)	(Listing Broker Office #)
275.	<u>KARIE RUSSO</u>	<u>2012001426</u>
276.	(Selling Agent Name)	(Selling Agent License #)
277.	<u>WRRG</u>	<u>2569</u>
278.	(Selling Broker Name)	Selling Broker Office #)
273.		



STATE OF OHIO
DEPARTMENT OF COMMERCE

2013

RESIDENTIAL PROPERTY DISCLOSURE FORM

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

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

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

OWNER INSTRUCTIONS

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

Owner's Initials JW Date 1/15/17
Owner's Initials _____ Date _____

Purchaser's Initials AL Date 3/31/17
Purchaser's Initials _____ Date _____



STATE OF OHIO DEPARTMENT OF COMMERCE

RESIDENTIAL PROPERTY DISCLOSURE FORM

Pursuant to section 5302.30 of the Revised Code and rule 1301:5-6-10 of the Administrative Code.

TO BE COMPLETED BY OWNER (Please Print)

Property Address: 4425 Elmwood Rd South Euclid OH 44121

Owners Name(s): Frank A Wagner

Date: 1/15, 2017

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

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

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

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

Do you know of any current leaks, backups or other material problems with the water supply system or quality of the water? [] Yes No [] If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years):

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

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

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

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

Do you know of any previous or current leaks, backups or other material problems with the sewer system servicing the property? Yes [] No [] If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years):

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

C) ROOF: Do you know of any previous or current leaks or other material problems with the roof or rain gutters? [] Yes [] No If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years):

D) WATER INTRUSION: Do you know of any previous or current water leakage, water accumulation, excess moisture or other defects to the property, including but not limited to any area below grade, basement or crawl space? [] Yes [] No If "Yes", please describe and indicate any repairs completed:

Owner's Initials JW Date 1/15/17

Purchaser's Initials [Signature] Date 3/31/17

Property Address 4425 Elmwood Rd South Euclid OH 44121

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

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

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

E) STRUCTURAL COMPONENTS (FOUNDATION, BASEMENT/CRAWL SPACE, FLOORS, INTERIOR AND EXTERIOR WALLS): Do you know of any previous or current movement, shifting, deterioration, material cracks/settling (other than visible minor cracks or blemishes) or other material problems with the foundation, basement/crawl space, floors, or interior/exterior walls?
 Yes No If "Yes", please describe and indicate any repairs, alterations or modifications to control the cause or effect of any problem identified (but not longer than the past 5 years): _____

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

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

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

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

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

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

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

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

Owner's Initials JW Date 11/5/17
Owner's Initials _____ Date _____

Purchaser's Initials [Signature] Date 3/31/17
Purchaser's Initials _____ Date _____

Property Address 4425 Elmwood Rd. South Euclid, OH 44121

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

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

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

J) **FLOOD PLAIN/LAKE ERIE COASTAL EROSION AREA:**
Is the property located in a designated flood plain? Yes No Unknown
Is the property or any portion of the property included in a Lake Erie Coastal Erosion Area? Yes No Unknown

K) **DRAINAGE/EROSION:** Do you know of any previous or current flooding, drainage, settling or grading or erosion problems affecting the property? Yes No
If "Yes", please describe and indicate any repairs, modifications or alterations to the property or other attempts to control any problems (but not longer than the past 5 years): _____

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

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

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

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

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

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

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

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

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

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

Owner's Initials JW Date 1/15/17
Owner's Initials _____ Date _____

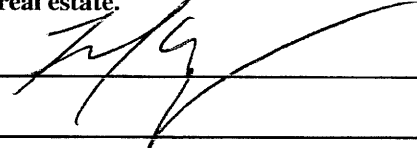
Purchaser's Initials [Signature] Date 3/31/17
Purchaser's Initials _____ Date _____

Property Address 4425 ~~XXXXXXXXXX~~ Elmwood Rd. South Euclid, OH

44121

CERTIFICATION OF OWNER

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

OWNER:  DATE: 1/15/17
OWNER: _____ DATE: _____

RECEIPT AND ACKNOWLEDGEMENT OF POTENTIAL PURCHASERS

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

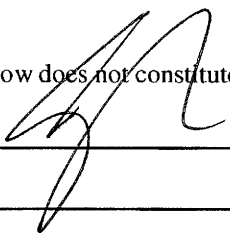
Owner makes no representations with respect to any offsite conditions. Purchaser should exercise whatever due diligence purchaser deems necessary with respect to offsite issues that may affect purchaser's decision to purchase the property.

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

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

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

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

PURCHASER:  DATE: 3/31/17
PURCHASER: _____ DATE: _____

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

Purchaser's Acknowledgment (initial)

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

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

Agent's Acknowledgment (initial)

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

Certification of Accuracy

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

<u>[Signature]</u>	<u>11/14/17</u>	_____	_____
Seller	Date	Seller	Date
<u>[Signature]</u>	<u>3/31/17</u>	_____	_____
Purchaser	Date	Purchaser	Date
_____	_____	_____	_____
Agent	Date	Agent	Date

**SHORT SALE ADDENDUM
TO OFFER TO PURCHASE**


The Parties to the Offer to Purchase and Acceptance for real estate located at 4425 Elmwood Rd South Euclid OH 44121, Ohio, agree as follows:

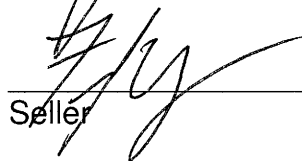
The Parties agree that the amount of money accepted by Seller in the contract is most likely insufficient to cover the payoff of all liens and mortgages presently recorded against the property. The contract to purchase is subject to the approval and acceptance of all secured lien holders. Failure to obtain the acceptance of all lien holders makes this contract null and void.

Buyer accepts that the length of time needed to negotiate with lien holders to obtain acceptable payoff figures is unknown. As such, the closing and transfer of title date stated in the original Offer to Purchase may need to be extended in writing by mutual agreement of the Parties. If necessary, the written agreement to change these dates shall be forwarded to the escrow agent.

If the transfer of title date needs to be extended beyond thirty (30) days from the date specified in the original Offer to Purchase and Acceptance, Buyer may elect to terminate the contract and both Parties agree to execute a Mutual Release and the earnest money then on deposit shall be returned to Buyer without offset.

The Parties agree to indemnify and hold harmless Western Reserve Realty Group, its agents, management, owners, officers, shareholders, successors and assigns from any and all demands, claims, action and liability of any kind resulting either directly or indirectly, from the inability to obtain lien holder approval and acceptance of this transaction.


Buyer _____ Date 3/31/17


Seller _____ Date 11/14/17

Buyer _____ Date _____

Seller _____ Date _____