

### **ADDENDUM**

Date: 11/27/2017

Buyer: Real Life Cleveland, LLC Real Life Cleveland, LLC

Seller: Wells Fargo Bank, N.A.

This Addendum dated 11/27/2017, is attached to and made a part of the purchase and sale agreement and any other documents executed in connection with the purchase of the property (collectively, the "Contract for Purchase") located at 4283 W 210TH STREET, FAIRVIEW PARK, OH, 44126 (the "Property"), and supersedes any prior offers, purchase agreements or other documents in connection with the transaction between Wells Fargo Bank, N.A., ("Seller") and Buyer. All terms and provisions of any offer, purchase agreement or other documents executed in connection with the Property which are not amended by this Addendum shall remain effective.

- 1. The sales price is to be \$70,000.00 (the "Sales Price").
- 2. Buyer's Earnest Money Deposit: Buyer shall deposit earnest money in the amount of \$1,000.00 in listing agent's escrow account or with Seller's closing agent upon acceptance of this Addendum ("Buyer's Earnest Money Deposit").
- 3. AS IS: The Property is sold in its present "As Is" condition with no warranties, representations, repairs or inspections completed by Seller, unless otherwise expressly addressed in the Contract for Purchase. Buyer agrees that Buyer has received no promises or representations as to the condition of the Property and no warranties. Buyer acknowledges that Seller obtained the Property through foreclosure or a similar process and that Seller has not occupied the Property. No personal property is included in this sale, unless otherwise specified.
  - a. Buyer has been afforded an opportunity for an inspection by an inspector of Buyer's choosing and at Buyer's cost.
  - b. There is no right to inspection. Buyer Initials
- 4. Buyer's Right to Cancel due to Inspection: If Buyer is afforded the opportunity to inspect in paragraph 3, Buyer shall have seven (7) calendar days from the date of the fully executed Contract for Purchase to declare the Contract for Purchase null and void as a result of inspection findings. After the seventh (7th) calendar day, Buyer is obligated to complete the purchase or forfeit Buyer's Earnest Money Deposit.
- 5. Detrimental Reliance: Buyer agrees that in contracting to buy the Property, Buyer has not relied upon any representation made by Seller or any parent, subsidiary or affiliate thereof, or any of their officers, directors, employees, agents or other representatives.
- 6. Damage: Should the Property sustain any material damage after the acceptance of an offer and prior to the Closing Date (as defined herein), Seller, in its sole discretion, shall have the option to:
  - a) terminate the Contract for Purchase;
  - b) re-negotiate the Sales Price; or
  - c) proceed with repairs.
- 7. In the event Seller elects option b) or c) above, Buyer may either:
  - a) proceed with the transaction; or
  - b) terminate the Contract for Purchase and receive a refund of Buyer's Earnest Money Deposit.
- 8. Lender/Insurer Requirements: Should any lender or any insuring entity or agency require that repairs to the Property be made or that other conditions be met, Seller, at its sole option, may comply with such requirements or terminate the Contract for Purchase. Further, should any FHA Conditional Commitment or VA Certificate of Reasonable Value vary from the agreed upon Sales Price, then Seller, at its sole option, may terminate the Contract for Purchase.

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- 9. Closing: Closing is to occur on or before 12/21/2017 (the "Closing Date"). Time is of the essence. No extension of the Closing Date will be given without prior written approval of Seller, Seller reserves the right to unilaterally extend the Closing Date if legible copies of the executed Contract for Purchase are not received in a timely manner. Buyer shall be charged \$50.00 per calendar day for any extension past the Closing Date, to be paid to and collected by the closing agent at the time such extension is granted. Buyer shall not be obligated for any delays caused by Seller's title company and/or closing agent. All funds must be paid according to the closing or escrow agent's instructions for receipt prior to the closing.
- 10. Buyer is advised that Seller works closely with certain escrow companies, title companies, title agents, title attorneys, and other closing agents that are familiar with Seller's forms, documents, procedures, and special requirements. By utilizing such entities, Seller is generally able to achieve closings quickly and efficiently. Unless Buyer chooses otherwise pursuant to Paragraph 11, Seller will refer the Contract for Purchase to a company, attorney or agent of Seller's choice to perform all necessary title services and products either itself or through a title company chosen by Seller, except in those states where Seller's representative is prohibited from performing such services for the benefit of both parties. Buyer is advised that the use of such companies, attorneys or agents is not required, nor a condition of the sale of the Property to Buyer.
- 11. If Seller is closing with insured title, Seller will pay for the owner's title policy only when the closing occurs at Seller's Representative's office as defined below and the owner's title policy is ordered through the Seller's Representative, unless providing such a settlement service is prohibited by local law. Buyer may use counsel or closing agent of choice as representation at the closing subject to Seller's approval of such counsel or closing agent. Buyer's representation shall be at Buyer's sole expense, including without limitation the costs of an owner's title policy ordered through Buyer's representative.

Seller's Representative:

Name: Boston National Title Agency

Address: 400 Rouser Rd Blgd 2 Suit 602, Moon Township, PA, 15108

Phone#: (800) 940-7005 Fax#: 888.571.0776

Buyer's proposed Representative (if applicable):

Name: All Real Estate Solutions	All DUDGET
Address: 1869 Eist Aurora Rd suite 400	TWINSSULT HOLD
Phone#: _ 800 - 318 - 616 3	
Fax#: 866-567-4545	

Should Buyer's counsel or closing agent information change prior to closing, Buyer shall promptly notify Seller of such change in writing, which representation shall be subject to Seller's approval.

- 12. Closing Costs: Seller will not pay any amounts toward Buyer's closing costs, including, without limitation, non-allowable expenses, pre-paid amounts or points.
- 13. Agent Commissions: Agent commissions will be paid in accordance with the applicable listing agreement. If the transaction does not close, no agent commissions will be paid.
- 14. Pro-Rations: All pro-rations, including, without limitation, pro-rations of any and all taxes, fees, utilities, homeowner or condominium association assessments and dues, and any and all other charges against the Property reflected on the settlement statement and executed by Seller, are final. No adjustments or payments will be made by Seller after the Closing Date,
- 15. Payments to vendors and service providers for Seller approved repairs, inspections or services will not be paid on the settlement statement. Instead, these invoices will be paid outside of closing by Seller.
- 16. FINAL OFFER ACCEPTANCE IS SUBJECT TO INVESTOR APPROVAL.

# PREMIERE ASSET\* SERVICES

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- 17. In order for an offer to be considered, Buyer shall present a prequalification letter from Wells Fargo Home Mortgage, or the Neighborhood Assistance Corporation of America (NACA). If a Buyer is not interested in considering these financing options, the Buyer may instead present proof of a loan commitment or credit decisioned pre-approval from another lender.
- 18. Seller does not agree to arbitration or mediation.
- 19. Seller will not assign to Buyer any rights to any insurance claims or proceeds covering destruction or damage to the Property. Seller's insurance policies are non-transferable and will not be prorated at closing.
- Buyer is aware that the Property will remain on the market during the counter offer stages and that any and all offers will be considered.
- 21. The Contract for Purchaser may be assigned by Buyer, to another buyer or Buyer may add a co-buyer upon written request submitted to Seller, and approved by Seller in its sole discretion; provided, that the assignee or co-buyer meets the requirements of Paragraph 25 and Paragraph 37 hereunder and executes the Contract for Purchase.
- 22. The Property may be subject to ground rent. Seller will not redeem the ground rent.
- 23. Post-Closing Assessments Charged or Due: Any special assessments, municipal assessments, or liens that are due or incurred on or after the Closing Date will be the responsibility of Buyer. Seller does not agree to comply or bring the Property into compliance with any violation notices or requirements noted or issued by any governmental authority, or actions in any court on account thereof, against or affecting the Property as of the Closing Date, unless expressly addressed. Buyer specifically agrees to comply or bring the Property into compliance with any government code or other requirements.
- 24. Lender Required Documents: Seller requires three (3) full business days prior to the Closing Date to review and execute any lender required documents, settlement statements, and any other documents requiring Seller's signature. Seller shall not be responsible for any loss or damage due to the Closing Date being delayed if Seller is not given three (3) full business days for review and execution of these items.
- 25. Prohibited sale: Employees and family members residing with employees of Wells Fargo Bank, N.A., its affiliates or subsidiaries are strictly prohibited from directly or indirectly purchasing any property owned or managed by Wells Fargo Bank, N.A. or its asset management unit, Premiere Asset Services. The agent or employees of the agent or agency and family members residing with the agent or employees of the agent or agency are prohibited from directly or indirectly purchasing any property owned or managed by Wells Fargo Bank, N.A. or its asset management unit, Premiere Asset Services and listed by the agent or agency or any property for which the agent has performed services. For purposes of this paragraph "family member" is defined as a spouse, domestic partner, parents, grandparents, children, grandchildren, brothers and sisters, including in all cases, step-family members.
- 26. If Buyer alters the Property or causes the Property to be altered in any way and/or occupies the Property or allows any other person to occupy the Property prior to the Closing Date without the prior written consent of Seller, such event shall constitute a breach of the Contract for Purchase by Buyer, and the Seller may terminate the Contract for Purchase. Buyer shall be liable to Seller for any and all damages caused by any such alteration or occupation of the Property prior to the Closing Date, and Buyer waives any and all claims for damages or compensation for improvements made by Buyer to the Property including, without limitation, any and all claims for unjust enrichment.
- 27. Title to the Property will be conveyed via special/limited warranty deed or such other similar form of deed acceptable in the jurisdiction where the Property is located, unless otherwise stated.

  The deed will be prepared as indicated below. Only parties to the Contract for Purchase can be named in the deed. If Buyer is not an individual, copies of the proper documentation as to the trust or other entity must be supplied.

  Buyer's name(s) as it should appear on the deed: Realife Cleveland LLC

  Marital Status: Single

  Vesting to appear on the deed: Lealife Cleveland LLC
- 28. Seller will not provide a survey, appraisal or a home warranty, unless otherwise specified in the Contract for Purchase. Should the Seller agree to pay for a home warranty, Seller will provide a home warranty from a company of its sole choosing after the closing.

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- 29. Title Insurance: When title insurance is provided, Seller shall have a minimum of thirty (30) days from the earlier of the Closing Date or the date upon which Seller receives a copy of a title insurance commitment/title report within which to resolve title exceptions, defects, or other title issues which in any way impede or impair Seller's ability to convey insurable title. If, within such thirty (30) day period, Seller determines that it is unable or unwilling to resolve such matters, Buyer may:
  - a. take title in its then state, thereby waiving any title objections; or
  - b. terminate the Contract for Purchase and receive a refund of Buyer's Earnest Money Deposit as Buyer's sole and exclusive remedy.

Alternatively, in such circumstances, Seller may terminate the Contract for Purchase and refund Buyer's Earnest Money Deposit, such refund being Buyer's exclusive remedy for such termination. In the event Seller fails to resolve such issues within the aforesaid thirty (30) day period, it shall be presumed that Seller has determined that it is unable or unwilling to resolve such issues.

- 30. All pro-rations, including, without limitation, pro-rations of any and all taxes, fees, utilities, homeowner or condominium association assessments and dues, and any and all other charges against the Property as reflected on the settlement statement executed by Seller, are final. No adjustments or payments will be made by Seller after the closing. Tax pro-rations shall be based upon one hundred percent (100%) of the last ascertainable actual tax bill and shall be final as of the Closing Date. There shall be no pro-ration adjustment. Tax pro-rations which are not yet due and payable will not be allowed as closing costs.
- 31. Seller shall deliver possession of the Property on the Closing Date unless accompanied by an Occupied Property Addendum. If, prior to the Closing Date, Seller notifies Buyer it will be unable to deliver the Property vacant, Buyer may cancel the Contract for Purchase within five (5) calendar days after receipt of such notice or prior to the Closing Date, whichever is earlier, and Seller's inability to deliver the Property vacant shall not be deemed a breach of the Contract for Purchase. If Buyer accepts the Property occupied, Buyer takes the Property subject to any applicable rent, vacancy or occupancy control laws or regulations as set forth in the Occupied Property Addendum, which are matters to be investigated solely by Buyer.
- 32. Seller's Termination of Contract for Purchase: In the event the Contract for Purchase is terminated by Seller pursuant to any provision of the Contract for Purchase, Seller's sole liability to Buyer will be to return Buyer's Earnest Money Deposit, at which time the Contract for Purchase shall cease and terminate and Seller and Buyer shall have no further obligations, liabilities or responsibilities to one another. If Buyer defaults in the performance of the Contract for Purchase, the full amount of Buyer's Earnest Money Deposit will be tendered to Seller.

Waiver of Specific Performance: Buyer agrees that the Property is not unique and that in the event of Seller's default or a material breach of the Contract for Purchase, Buyer's sole remedy shall be a return of Buyer's Earnest Money Deposit. Buyer hereby waives all rights of specific performance against Seller or actions against the Property, including, without limitation, the filing of any lis pendens or similar action.

Buyer Initials |

33. Release of Escrow upon Termination: Upon Seller's termination of the Contract for Purchase due to Buyer's non-performance, Seller shall provide written notice to Buyer and the escrow or closing agent, given by hand delivery or fax or email transmission. Upon receipt of such notice of termination from Seller, Buyer shall have two (2) business days in which to provide a written objection of termination to Seller and the escrow or closing agent by one of the above-referenced notice methods. In the event the escrow or closing agent does not receive a written objection of termination from Buyer within two (2) business days, the escrow or closing agent is instructed to immediately cancel the escrow and to comply with any other instructions set forth in Seller's notice of termination, which may include release of Buyer's Earnest Money Deposit in escrow with no additional instructions from Buyer.

Buyer Non Performance: Buyer acknowledges and agrees that Seller shall have the right to terminate the Contract for Purchase due to Buyer's non-performance upon notice stated above, and that the escrow or closing agent will be instructed to release Buyer's Earnest Money Deposit from escrow to Seller without any further action, consent or release from Buyer.

Buyer Initial

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- 34. Notwithstanding anything to the contrary, in any action or proceeding between Buyer and Seller, Seller does not agree and shall not be responsible to indemnify any broker(s) or agent(s) for any liability, loss, cost, damages or expenses incurred by any broker(s) or agent(s).
- 35. Redemption: The Property may be subject to a redemption period pursuant to applicable state law. It is Buyer's responsibility to determine if any redemption period applies or has expired. An unexpired redemption period could delay or prevent closing and could result in a prior mortgagor or lien holder exercising their option to redeem the Property. Seller makes no guarantees or representations concerning the expiration of any redemption periods. Should an unexpired redemption period prohibit closing, Buyer may exercise Buyer's option to cancel the Contract for Purchase and be entitled to return of Buyer's Earnest Money Deposit. No additional compensation or reimbursement will be paid by Seller for any expenditure made by Buyer regarding the Property.
- 36. If Buyer is participating in a "1031 Exchange" pursuant to Section 1031 of the United States Internal Revenue Code (the "1031 Exchange"), Buyer understands and agrees that all obligations related to the purchase of the Property and the timeliness of the closing shall remain in full effect regardless of the Buyer's participation in the 1031 Exchange. Buyer shall remain solely responsible and liable to Seller for Buyer's performance of each and every warranty and obligation under the Contract for Purchase. Buyer agrees to hold Seller harmless from any and all claims and liabilities, including tax liabilities or penalties, costs or delays in time that may result from any aspect of the transaction by virtue of its characterization as a 1031 Exchange.
- 37. Bank Secrecy Act: Pursuant to the Bank Secrecy Act and requirements specified by the Department of the Treasury's Office of Foreign Assets Control ("OFAC"), Seller will not engage in any transaction with any individual or entity that either appears on the list of Specially Designated Nationals and Blocked Persons, Specially Designated Terrorists, Specially Designated Narcotics Traffickers, or that Seller suspects to be involved in a suspicious transaction or one in violation of state or federal law. Therefore, the information on the form attached hereto as Exhibit A must be provided. This information will be used for the sole purpose of screening against OFAC and WorldCheck lists, If Seller finds in its sole and absolute discretion that any Buyer meets the criteria as described above, the Contract for Purchase shall be of no effect and automatically cancelled and terminated.
- 38. Severability: If any provision (or any portion of any provision) of the Contract for Purchase is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable under present or future laws, the legality, validity, and enforceability of the remaining provisions (or the balance of such provision) shall not be affected thereby.
- 39. Written Notice: All notices hereunder, unless specifically stated otherwise, shall be in writing and signed by the party giving the notice. Notice will be deemed received as follows: If delivered in person, upon delivery; if delivered by United States Postal Service, First Class mail, two (2) business days after deposit into the mail; if delivered by a national overnight courier on a next-day basis, one (1) business day after deposit with the service; if delivered by facsimile or email during Seller's regular business hours, upon transmission or sending; and if delivered by facsimile or email outside of Seller's regular business hours or on a weekend or holiday, upon the commencement of the next business day.
- 40. Additional Terms: Property is sold AS IS condition; NO repairs. Seller may or may not negotiate any reduction of sales price if the appraisal does not equal or exceed the sales price. Buyer could be responsible for the difference in appraised value and the agreed upon sales price. Seller will not negotiate any reduction of sales price once offer is accepted. Any inspections will be for Buyer informational purposes only and must be completed within 7 calendar days
- 41. The Contract for Purchase must be signed and initialed by Buyer and returned to Seller within two (2) business days. If these documents are not returned within two (2) business days, or by 11/29/2017, Seller reserves the right to terminate this transaction for non-performance by Buyer.

## ASSET" SERVICES

Buyer: Real Life Cleveland, LLC Real Life Cleveland, LLC

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Dealife cleveland LLC	1
Buyer Name (printed) Yaron Kandelker) Dated: 19/11 Sole CANNER	Buyer (signature)
Dated: 17//11 Sole commen	
Buyer Name (printed)	Buyer (signature)
Dated:	
Seller NAME (prized Signer	Seller (signature)
Seller Title (printed)	Wells Fargo Bank, N.A.
12/41	
Dated: \ / \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	



Please provide the following information:

Buyer: Real Life Cleveland, LLC Real Life Cleveland, LLC

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### Exhibit A

Pursuant to the Bank Secrecy Act ("BSA") and requirements specified by the Department of the Treasury's Office of Foreign Assets Control ("OFAC"), Seller will not engage in any transaction with any individual or entity that either appears on the list of Specially Designated Nationals and Blocked Persons, Specially Designated Terrorists, Specially Designated Narcotics Traffickers, or that Seller suspects to be involved in a suspicious transaction or one in violation of state or federal law. Therefore, the information requested below must be provided. If further verification is needed, Seller may request more specific information to comply with BSA and OFAC requirements. This information will be used for the sole purpose of screening against OFAC and WorldCheck lists.

Full Legal Name (First, Middle, and Last) Yanon Kandelken (S	iole member,
Complete Address (no P.O. Boxes) 21380 Longin Road #20/	
City FAIRVIEW PARK State OHIO Country USA Zi	p 44126
Date of Birth 09/25/1988	
Buyer's Agent Information	
First Name: Christophta Last Name: Kaylon	
Company: Realty Trust Services	
Address: 29550 Detroit Rd #300 City: West lake State: 6H Zip: L	14/45
Email: Chrisckaylon @ gmail, com	•
Email: <u>Chris Ckaylon @ gmail. Com</u> Phone #: 330 840 1073 Fax#: 440-226-8287	
If Buyer is a company, corporation, partnership, limited liability company, non-profit organization purchasing as an individual, Buyer must provide full company, corporation, partnership, limited non-profit organization, or trust name and proof of signing authority.	n, trust or is not liability company,
Buyer Initials //	

Buyer: Real Life Cleveland, LLC Real Life Cleveland, LLC Property Address: 4283 W 216TH STREET, FAIRVIEW PARK, OH, 44126

Buyer's company, corporation, partnership, limited liability company, non-profit organization, trust:

Realife clevela	rd LLC
Employee or Tax ID #, if applicable 8/- 38	52126
and dates of birth for each. 2/3 80 / 04 @?	ip, limited liability company, non-profit organization or trust ng full name, permanent home address (no P.O. Boxes) N LORG [#20] FAIRVIEW PANK 1014 Y 4/12 L  Sole Member 100% INFREST) 9/25/1488
If Seller finds in its sole and absolute discretion that any Contract for Purchase shall be of no effect and shall be	of Rethor manda the millerite and to a little to
Seller.	Buyer: Realife Cleveland LLC
Date: 12 5 17	Date: 11-29-17
isting Agent:	Buyer: (Yadon Kandelkel agnisal)
Date: 11-28-17	Date: 11-29-17



Buyer: Real Life Cleveland, LLC Real Life Cleveland, LLC

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### **DISCLOSURES**

These Disclosures are accepted by Buyers for the Contract for Purchase of Property located at: 4283 W 210TH STREET, FAIRVIEW PARK, OH, 44126

### LEAD-BASED PAINT DISCLOSURE

The Contract for Purchase is contingent upon a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards at Buyer's expense until 9 p.m. on the seventh (7th) calendar day after full execution of the Contract for Purchase. See the United States Environmental Protection Agency pamphlet entitled "Protect Your Family From Lead in Your Home" for more information. The lead-based paint that is in good condition is not necessarily a hazard. This contingency will terminate at the deadline noted above unless Buyer (or Buyer's agent) delivers to Seller (or Seller's agent) a written notice listing the specific existing deficiencies and corrections needed, along with a copy of the inspection and/or risk assessment report. Seller may, at Seller's option within 10 (ten) days after receipt of the notice of the specific existing deficiencies, elect in writing whether to correct the condition prior to the closing. If Seller elects to correct the condition, Seller shall furnish Buyer with a certification form from a risk assessor or inspector demonstrating that the condition has been remedied before the closing. If Seller does not elect to correct the condition, or if Seller makes a counter-offer, Buyer shall have 10 (ten) days from receipt to respond to said counter-offer or remove this contingency and buy the Property in "As-Is" condition; otherwise, the Contract for Purchase shall become void. Buyer may remove this contingency at any time without cause. Buyer acknowledges Buyer has received the Lead-Based Paint pamphlet.

#### CHINESE/DEFECTIVE DRYWALL

During the time period in which much of the United States was experiencing building material shortages, some homes were built or renovated using defective drywall imported from or manufactured in China. Defective drywall reportedly emits levels of sulfur, methane and/or other volatile organic compounds that cause corrosion of air conditioner and refrigerator coils, copper tubing, electrical wiring, computer wiring and other household items, as well as create noxious odors which may also pose health risks. Seller has made no inspection for, and has no knowledge of, the presence of Chinese/defective drywall affecting the Property, unless otherwise stated in the Contract for Purchase.



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### "AS-IS" DISCLOSURE

Buyer is aware that Seller acquired the Property by way of foreclosure or deed-in-lieu of foreclosure, and that Seller is selling and Buyer is purchasing the Property in an "AS-IS" CONDITION WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE. Buyer acknowledges for Buyer, and for Buyer's successors, heirs and assigns, that Buyer has been given a reasonable opportunity to inspect and investigate the Property and all improvements thereon, either independently or through agents of Buyer's choosing, and that in purchasing the Property, Buyer is not relying on Seller or its agents as to the condition of the Property and/or any improvements thereon, including, without limitation, mold, roof, foundation, soils, electrical, plumbing, heating, basement, mechanical systems, water or septic systems, geology, lot size or the existence of termites or other wood destroying insects, radon or hazardous substances, whether or not the Property is located in a flood zone or whether or not the Property conforms to local ordinance or regulations, including zoning or suitability of the Property, and/or in compliance with any city, county, state and/or federal statutes, regulations, Buyer is aware that Seller acquired the Property by way of foreclosure or deed-in-lieu of foreclosure, and that Seller is selling and Buyer is purchasing the Property in an "AS-IS" CONDITION WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE. Buyer acknowledges for Buyer, and for Buyer's successors, heirs and assigns, that Buyer has been given a reasonable opportunity to inspect and investigate the Property and all improvements thereon, either independently or through agents of Buyer's choosing, and that in purchasing the Property, Buyer is not relying on Seller or its agents as to the condition of the Property and/or any improvements thereon, including, without limitation, mold, roof, foundation, soils, electrical, plumbing, heating, basement, mechanical systems, water or septic systems, geology, lot size or the existence of termites or other wood destroying insects, radon or hazardous substances, whether or not the Property is located in a flood zone or whether or not the Property conforms to local ordinance or regulations, including zoning or suitability of the Property, and/or in compliance with any city, county, state and/or federal statutes, regulations, codes, ordinances, or other laws. THE PROPERTY WAS ACCEPTED WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE AND IN AN "AS-IS" CONDITION BASED SOLELY ON BUYER'S OWN INSPECTION.

### **WARNING:**

A winterization may have been performed at the Property. The sole purpose of a winterization is to prevent damage from freezing pipes. The winterization completed at the Property was a system shut-down only; the plumbing system was not tested for damage or leaks. This procedure is not a guaranty or warranty of any kind with respect to the HVAC, plumbing, or any other mechanical systems at the Property. The plumbing system should be de-winterized by a licensed contractor or plumber before the water is turned back on to assure that the system is operational.

### MOLD DISCLOSURE AND RELEASE

Buyer is hereby advised that mold and/or other microscopic organisms may exist at the Property. Such microscopic organisms and/or mold may cause physical injuries, including, without limitation, allergic and/or respiratory reactions or other problems, particularly in persons with immune system problems, young children and/or elderly persons. Buyer acknowledges and agrees to accept full responsibility and risk for any matters that may result from microscopic organisms and/or mold and to hold harmless, release and indemnify Seller and Seller's agents from any and all liability, recourse, or damages (financial or otherwise). Buyer hereby acknowledges this disclosure and release and is aware of the condition of the Property. This disclosure and release is executed voluntarily and with full knowledge of its significance. Seller and Seller's agents are not qualified to inspect the Property for mold or make recommendations or determinations concerning possible health or safety issues. The purpose of this disclosure and disclaimer is to put Buyer on notice to conduct Buyer's own due diligence regarding this matter using appropriate, qualified experts. This is a legal document and Buyer is advised to seek legal counsel prior to executing the same.



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Buyer: Real Life Cleveland, LLC Real Life Cleveland, LLC

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These disclosures, and the Contract for Purchase must be signed and initialed by Buyer and returned to Seller within two (2) business days. If these documents are not returned within two (2) business days, or by 11/29/2017, Seller reserves the right to terminate this transaction for non-performance by Buyer.

Buyer Name (printed) Yanon Kancle Iken (PRinciple) Dated: 11-29-17	Buyer (signature)
Dated: 11-29-17	
Buyer Name (printed)	Buyer (signature)
Dated:CATELYN DICKMAN	
Seller NaAbithanizad Signer	Seller (signature)
Seller Title (printed)	Wells Fargo Bank, N.A.
Dated: 12/5(17)	



### PURCHASE AGREEMENT OFFER, RECEIPT AND ACCEPTANCE

Fairview Park	<del> </del>
	, Ohio, Zip 44126
anent Parcel No. 323-23-036 , and	further described as being:
tenant rights, privileges and essements, and a	PRESENT PHYSICAL CONDITION, shall include the land, a ill buildings and fixtures, including such of the following as an g and ballnroom fixtures; all window and door shades, blinds bery fixtures; all landscaping, disposal, TV antenna, rotor an
ol unit, smoke detectors, garage door opener(s ollowing items shall also remain: O satellite : hwasher: O washer: O diver: O radiator cover	i) andcontrols; all permanently attached carpeting lish; □ range and oven; □ microwave; □ kitchen refrigerato s: □ window air conditioner; □ central air conditioning; □ ga
I fireplace tools; II screen; II glass doors an od burner stove inserts; II gas logs; and II wa	d 🔾 grate; 🔾 all existing window treatments; 🔾 celling fan(s
included:	
ry offer upon BUYER's receipt of a signe (date), BUYER shall have ( R's receipt of said copy of the release of the r	idery offer. This secondary offer, if applicable, will become d copy of the release of the primary offer on or befor the right to terminate this secondary offer at any time prior to primary offer by delivering written notice to the SELLER or the
ER's agent BUYER shall deposit earnest mon	ey within four (4) days of becoming the primary offer.
BUYER shall pay the sum of ile as follows:	s -65000 70,000 K 11-29-17
ist money paid to Broker will be deposited in a st bearing trust account and credited ag	non-
	\$ 1000
ase price; seck to be deposited immediately upon	the firest
seck to be deposited immediately upon mation of a binding AGREEMENT, as de low on lines 231-238.	fined
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metion of a binding AGREEMENT, as de low on lines 231-238, its to be redeemed within four (4) days mation of a binding AGREEMENT, as de low on lines 231-238, its to be deposited in escrow age foan to be obtained by BUYER INVENTIONAL, IJ FHA, IJ VA, IZ OTHER	fined  after fined  \$ <u>64000 - 69,000   14-11-29-17</u> \$ 0.00  CASH  on for the above mortgage loan within day

43 44 45 46	NOTE: In the event of a dispute between SELLER and BUYER over the return or forfeiture of earnest money held in escrow by a Broker, the Broker is required by state law to retain said funds in the Broker's trust or escrow account until a written release from the parties consenting to its disposition has been obtained or until dispursement is ordered by a court of competent jurisdiction.
47 48 49	CLOSING All funds and documents necessary for the completion of this transaction shall be placed in escrow with the lending institution or escrow company on or before Dec. 8th or seconer 12/27/17, and title shall be transferred on or about dec. 6 th or seconer 12/27/17.
50 51 52 53 54	POSSESSION SELLER shall deliver possession to BUYER ontitle transfer(date) atnoon(time)  I AM I PM, provided the title has transferred. Subject to BUYER's rights, if any, the premises may be occupied by the SELLER free for0() days. Additional NA days at a rate of \$ per day. Payment and collection of fees for use and occupancy after transfer of title are the sole responsibility of SELLER and BUYER.
55 56 57 58 59 60	TITLE SELLER shall convey a marketable title to BUYER by general warranty deed and/or fiduciary deed, if required, with dower rights released, free and clear of all liens and encumbrances whatsoever, except a) any mortgage assumed by BLYER, b) such restrictions, conditions, easements (however created) and encroachments as do not materially adversely affect the use or value of the property, c) zoning ordinances, if any, and d) taxes and assessments, both general and special, not yet due and payable. SELLER shall furnish an Cwper's Fee Policy of Title Insurance fromAll Real Estate Solutions
61 62 63 64 65 66	(illie company - if BUYER has a preference) in the amount of the purchase price with cost of the insuring premium split equally between SELLER and BUYER. If the property is torrenized, SELLER shall furnish an Owner's Duplicate Certificate of Title, and a United States Court Search and Tax Search, SELLER shall have thirty (30) days after notice to remove title defects. If unable to do so, BUYER may either a) accept Title subject to each defect without any reduction in the purchase price or b) terminate this AGREEMENT, in which case neither BUYER, SELLER nor any REALTOR(S) shall have any further liability to each other, and both BUYER and SELLER agree to sign a multual release, whereupon the Broker shall return the earnest money to BUYER.
68 69 70 71 72 73 74 75 77 78 80 81 82 83 84 85	PRORATIONS General taxes, annual maintenance fees, subdivision charges, special assessments, city and county charges and tenant's rems shall be prorated as of the date of the title transfer. Taxes and essessments shall be prorated based upon the latest available tax duplicate. However, if the tax duplicate is not yet available or the improved land is currently valued as land only, taxes and assessments shall be prorated based upon 35% of the selling price times the militage rate. The escrow agent is instructed to contact the local governmental taxing authority, verify the correct tax value of the property as of the date of title transfer and pay the current taxes due to the date of the title transfer. If the property being transferred is new construction and recently completed at in the process of completion at the time the AGREEMENT was signed by the parties, the escrow agent is instructed to make a good faith estimate of the taxes to be owed on the value of the improved property to the date of title transfer and reserve sufficient funds in escrow from SELLER's net proceeds to pay those taxes when they become due and payable after title transfer. The escrow agent is instructed to release the balance of the funds on reserve once they receive notice from the local county auditor that the taxes on the land and improvements have been paid in full to the date of title transfer. BUYER acknowledges that the latest available tax duplicate may not reflect the accurate amount of taxes and assessments that will be owed. SELLER agrees to reimburse BUYER directly outside of escrow for any increase in valuation and the cost of all passed or levied, but not yet certified, taxes and assessments, if any, prorated to the date of title transfer. SELLER is not aware of any proposed taxes or assessments, public or private, except the following:
86 87	In the event the property shall be deemed subject to any agricultural tax recoupment (C.A.U.V.), O BUYER O SELLER agrees to pay the amount of such recoupment.
88 89 90 91 92 93 94 95	CHARGES/ESCROW INSTRUCTIONS This AGREEMENT shall be used as ascrow instructions subject to the Esdrow Agent's usual conditions of acceptance. SELLER shall pay the following costs through escrow: a) real estate transfer tax, b) any amount required to discharge any mortgage, lien or incumbrance not assumed by BUYER, c) title exam and one-half the cost of insuring premium for Owners Fee Policy of Title Insurance, d) profations due BUYER. e) Broker's commissions, f) one-half of the ascrow and g) other.  (unless VA/FHA regulations prohibit payment of escrow fees by BUYER in which case SELLER shall pay the entire escrow fee). SELLER shall pay directly all utility charges to the date of title transfer or date of possession.
	Approved by CABOR, LoCAR, LCAR, GeCAR, Medina BOR and the Cayahoga County Bar Association    1

		10 VKI	1-277/	
96 97 98	whice the BUY	SELLER's final water and sewer bills. Tenant security deposits, if any, shall	the proceeds du be credited in c	e SELLER for scrow to the
99	BUY	ER shall pay the following through escrow (unless prohibited by VA/FHA re	gulations); a) or	ne-half of the
00	esor	pw (se b) one-half the cost of insuring premiums for Owners Fee Policy of Ti	ile insurance; c)	all recording
01	iees	for the deed and any montgage, and d) other		
02		BUYER shall secure n	ew insurance on	the property.
03 04 05 06	BUY escr	ER acknowledges the availability of a LIMITED HOME WARRANTY PROGRER which I will Davill not be provided at a cost of S charged ow at closing. SELLER and BUYER acknowledge that this LIMITED HOME War any pre-existing defects in the property. Broker may receive a fee from the high	IO O SELLER O IRRANTY PROC	BUYER from SRAM will not
07 08	Ca T Sett	the SELLER(s) hereby authorize and instruct the escrow agent to send a contement Statement to the Brokers listed on this AGREEMENT promptly after closes.	by of their fully sing.	signed HUD1
09 10	tá t Seti	the BUYER(s) hereby authorize and instruct the escrow agent to send a collement Statement to the Brokers listed on this AGREEMENT promptly after clo	by of their fully sing.	signed HUD1
11 12 13 14 15 16 17 18 19	sole eny BU' und app age	PECTION This AGREEMENT shall be subject to the following inspection(s) PER's choice within the specified number of days from formation of binding AG responsibility to select and retain a quellified inspector for each requested inspend all liability regarding the selection or retention of the inspector(s). If BUYER is acting against the advice of BUYER's erstands that all real property and improvements may contain defects and arent and which may affect a property's use or value. BUYER and SELLER ago its do not guarantee and in no way assume responsibility for the property's contain the BUYER's own duty to exercise reasonable care to inspect and make dilicyER's inspectors regarding the condition and systems of the property.	REEMENT. BUY  Pacifion and released  Reduces not elecated by  Conditions that a  ree that the REA  Indition. BUYER	VER assumes uses Broker of a finspections, oker, BUYER to not readily UTORS and acknowledges
21 22	INS	PECTIONS REQUIRED BY ANY STATE, COUNTY, LOCAL GOVERNM DESSARILY ELIMINATE THE NEED FOR THE INSPECTIONS LISTED BELOV	ENT OR FHAM	/A DO NOT
23 24 25	not	IVER XXXX (Initials) BUYER elects to waive each professional institution of the indicated "YES." Any failure by BUYER to perform any inspection indicated "YES and shall be deemed absolute acceptance of the Property by BUYER in	55" herein is a v	raiver of such
26	Che	ice Inspection	Expense	
27	Yes	NO V/11-29-17 3	YER's S	ELLER's
28	X		a	a
29	a	X SEPTIC SYSTEM days from formation of AGREEMENT		a
30	0	A WATER POTABILITY days from formation of AGREEMENT	D	C
31		WELL FLOW RATEdays from formation of AGREEMENT	a	a
32	0	RADON days from formation of AGREEMENT	D	۵
33	a	O OTHER days from formation of AGREEMENT	<b>D</b>	្រា
34	Om. of Asset			
35 36 37 38 39	insp the the at 5	r each inspection requested, BUYER shall have three (3) days to elect one of ection contingency and accept the property in its "AS IS" PRESENT PHYSIC; property subject to SELLER agreeing to have specific items, that were either pre-SELLER or identified in a written inspection report, repaired by a qualified contribet expense; or c) Terminate this AGREEMENT if written inspection reports to previously disclosed in writing by the SELLER and any cooperating rec	AL COMDITION: viously disclose: ictor in a profess port(s) identify n	or b) Accept I in writing by Ional manner
40 41 42	if it Ame Appri Revis	ne property is accepted in its "AS IS" PRESENT PHYSICAL CONDITION, andment To Purchase AGREEMENT removing the inspection contingency and the property of Lacar, Locar, Gecar, Medica Box and the Copyright County Bar Association of May 1, 2000  SELLIER'S INITIALS AND DATE BUYER'S INITIALS A	BUYER agree is agreemen t(-20-(	s to sign an Ewill proceed

in full force and effect. If the property is accepted subject to the SELLER repairing specific defects, BUYER shall 143 provide to SELLER a copy of the inspection report(s) and sign an Amendment To Rurchase Agreement removing 144 the inspection contingency and identifying the defects which are to be repaired. SELLER and BUYER shall have 145 three (3) days from SELLER's receipt of the written list of defects and the inspection report(s) to agree in writing 146 which defects, if any, will be corrected at SELLER's expense. If a written AGREEMENT is not signed by SELLER 147 and BUYER within those three (3) days, this AGREEMENT is null and void and SELLER and BUYER agree to 148 sign a mutual release. If the BUYER elects to terminate this AGREEMENT based upon newly discovered material 149 latent defects in the property, BUYER shall provide a copy of the written inspection report to the SELLER and 150 151 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 the BUYER without any further liability of either party to the other 152 153 or to Broker(s).

The BUYER and SELLER can mutually agree IN WRITING to extend the dates for inspections, repairs, or to exercise 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 CIBUYER's or CISELLER's choice at CIBUYER's CISELLER'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 60 days in the case of wood destroying insects. ALL REPAIRS AND TREATMENT COSTS SHALL BE PAID BY THE CIBUYER OR CISELLER (unless FHAVA 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, if it exceeds \$500.00.

Yes LEAD BASED PAINT BUYER shall have the right to have a risk assessment or inspection of the properly 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. (Intact lead-based paint that is in good condition is not necessarily a hazard. See EPA pamphiet "Protect Your Family From Lead In Your Home" for more information.) in the event existing deficiencies or corrections are identified by the inspector in their written report, 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 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 egree 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 Title Transfer with a certificate from a gualified risk assessor or inspector demonstrating that the deficiencies have been remedied. If the SELLER declines to correct the deficiencies, BUYER may elect to terminate the AGREEMENT or accept the property in its 'AS IS' condition. BLYER may remove this right of inspection at any time without SELLER's consent.

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

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

Approved by CABOR, LoCAR, LCAR, GeCAR, Medina BOR and the Cuyahoga County Bar Association VIII 11-2
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SELER'S DITIALS AND DATE

DUVER'S INITIALS AND DATE

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197 198 199 200 201 202 203	CONDITION OF PROPERTY BUYER has examined the property and agrees that the property is being purchased in its "AS IS" PRESENT PHYSICAL CONDITION including any defects disclosed by the SELLER on the state of Ohio Residential Property Disclosure Form or Identified by any Inspections requested by either party. SELLER agrees to notify BUYER in writing of any additional disclosure items that arise between the date of acceptance and the date of recording of the deed. BUYER has not relied upon any representations, warranties or statements about the property (including but not limited to its condition or use) unless otherwise disclosed on this AGREEMENT or on the Residential Property Disclosure Form.
204 205	BUYER O HAS (BUYER's initials) received a copy of the Residential Property Disclosure Form signed by SELLER on 8-16-17 (date) prior to writing this offer.
206 207 208 209	BUYER AT HAS NOT (BUYER's initials) received a copy of the Residential Property Disclosure Form. This offer is subject to the SELLER completing the Residential Property Disclosure Form and BUYER's review and approval of the information contained on the disclosure form within 10 days from receipt.
210 211 212 213 214 215 216	SELLER shall pay all costs for the repair of any gas line leak found between the street and foundation at the time of transfer of utilities. SELLER agrees to comply with any and all local governmental point of sale laws and/or ordinances. SELLER will promptly provide BUYER with copies of any notices received from governmental agencies to inspect or correct any current building code or health violations. If applicable, BUYER and SELLER shall have SEVEN (7) days after receipt by BUYER of all notices to agree in writing which party will be responsible for the correction of any building code or health violation(s). In the event BUYER and SELLER cannot agree in writing, this AGREEMENT can be declared null and void by either party.
217 218 219 220 221 222 223 224 225 226	REPRESENTATIONS AND DISCLAIMERS BUYER acknowledges that the SELLER completed the Residential Property Disclosure Form and agrees to hold the Broker(s) and their agents harmless from any misstatements or errors made by the SELLER on the form: BUYER also acknowledges and agrees that the Broker(s) and their agents have no obligation to verify or investigate the information provided by the SELLER on that form: BUYER hereby acknowledges that any representation by SELLER or the real estate agent(s) regarding the square footage of the rooms, structures or lot dimansions, homeowners fees, public and private assessments, utility bills, taxes and special assessments are approximate and not guaranteed. Please list any and all verbal representations made by Broker(s) or their agents that you relied upon when purchasing this property (if none, write "none"). NONE
227 228 229 230	DAMAGE If any building or other improvements are destroyed or damaged in excess of ten percent of the purchase price prior to little transfer; BUYER may either accept the insurance proceeds for said damage and complete this transaction or may terminate this AGREEMENT and receive the return of all deposits made. If such damage is less than ten percent of the purchase price, SELLER shall restore the property to its prior condition.
231 232 233 234 235 236 237 238	BINDING AGREEMENT Upon written acceptance and then either written or verbal notice of such acceptance to the last-offering party; this offer and any addenda listed below shall become a LEGALLY BINDING AGREEMENT UPON BUYER AND SELLER and their heirs, executors, administrators and assigns and shall represent the entire understanding of the parties regarding this transaction. All counter-offers, amendments, changes or deletions to this AGREEMENT shall be in writing and be signed by both BUYER and SELLER. Facsimite signatures shall be deemed binding and valid. This AGREEMENT shall be used as accrow instructions subject to the Escrow Agent's usual conditions of acceptance. For purposes of this AGREEMENT, "days" shall be defined as calendar days. This AGREEMENT is a legally binding contract. If you have any questions of law, consult your attorney.
240 24) 242	ADDENDA The additional terms and conditions in the attached addenda @ Agency Disclosure Form @ Residential Property Disclosure Form @ VA @ FHA @ FHA Home Inspection Notice @ Condo @ House Sale Contingency Addendum @ House Sale Concurrency Addendum @ Lead Based Paint @ Other are made part of this AGREEMENT. The terms and conditions of any addends supersede any conflicting terms in the purchase AGREEMENT.
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Approved by CABOR LOCAR, LCAR, and GECAR 2000 25 17 Revised May 1, 2000 SELLER'S INITIALS AND DATE

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	DEF		is hereby acknowledged, of \$ 1000	
	Ву:	Christopher Kaylor	Office: REALTY TRUST SERV	ICES Phone: 3308401073
			cepts the above offer and irrevocably ins	
			nmission of Per MLS	
	of th	e purchase price to REA	1 TO THE LAND APPRICATION	· · · · · · · · · · · · · · · · · · ·
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		CATELYN DICKMAN	ı	12/5/17
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	The	following information is pr	rovided solely for the Multiple Listing Service	ces' use and will be completed by
			or part of the terms of the Purchase AGREE	MENT.
1	Multi	ple Listing Information		
		ffery A. Burke	316783	18 NO 300 4
1	List	ng agent name)	(Listing agent license #)	
		Target Realty Inc.	2622	
(	Listin	ig broker name)	(Listing broker office #)	
	Chris	stopher Kaylor	2011003065	
	****	ng agent name)	(Selling agent license #)	
ĺ	, ,			
(	Real	y Trust Services	9165	

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# CONSUMER GUIDE TO AGENCY RELATIONSHIPS

We are pleased you have selected Realty Trust Services to help you with your real estate needs. Whether you are selling, buying or leasing real estate, Realty Trust Services can provide you with expertise and assistance. Because this may be the largest financial transaction you will enter into, it is important to understand the role of the agents and prokers with whom you are working. Below is some information that explains the various services that agents can offer and their options for working with you:

Representing the Sellers

Most sellers of real estate choose to list their home for sale with a real estate brokerage. When they do so, they sign a listing agreement that authorizes the brokerage and the listing agent to represent their interests. As the seller's agent, the brokerage and listing agent must: follow the seller's lawful instructions, be loyal to the seller, promote the seller's best interests, disclose material facts to the seller, maintain confidential information, act with reasonable skill and care, and account for any money they handle in the transaction. In rare circumstances, a listing broker may offer "subagency" to other brokerages, which would also represent the seller's interests and owe the seller these same duties.

Representing Buyers

When purchasing real estate, buyers usually choose to work with a real estate agent as well. Often the buyers want to be represented in the transaction. This is referred to as buyer's agency. A brokerage and agent that agree to represent a buyer's interest in a transaction must: follow the buyer's lawful instructions, be loyal to the buyer, promote the buyer's best interests, disclose material facts to the buyer, maintain confidential information, and account for any money they handle in the transaction.

Dual Agency

Occasionally, the same agent and brokerage that represent the seller also represent the buyer. This is referred to as dual agency. When a brokerage and its agents become "dual agents," they must maintain a neutral position between the buyer and the seller. They may not advocate the position of one client over the best interests of the other client, or disclose any personal or confidential information to the other party without written consent.

Representing Both the Buyer & Seller

On occasion, the buyer and seller will each be represented by two different agents from the same brokerage. In this case, the agents may each represent the best interest of their respective clients. Or, depending on company policy, the agents may both act as dual agents and remain neutral in the transaction. When either of the above occurs, the brokerage will be considered a dual agent. As a dual agent, the brokerage and its managers will maintain a neutral position and cannot advocate for the position of one client over another. The brokerage will also protect the confidentiality of all parties.

For more information on agency law in Ohio, contact the Ohio Division of Real Estate & Professional Licensing at (614) 466-4100, or online at www.com.ohio.gov/real.

Working With Realty Trust Services

Realty Trust Services does offer representation to both buyers and sellers. Therefore, the potential exists for one agent to represent a buyer who wishes to purchase property listed with another agent in our company. If this occurs, each agent will represent their own client, but Realty Trust Services and its managers will act as a dual agent. This means the brokerage and its managers will maintain a neutral position and not take any actions that will favor one side over the other. Realty Trust Services will still supervise both agents to assure that their respective clients are being fully represented and will protect the parties' confidential information.

In the event that both the buyer and seller are represented by the same agent, the agent and Realty Trust Services will act as a dual agent but only if both parties agree. As a dual agent, they will treat both parties honestly, prepare and present offers at the direction of the parties, and help the parties fulfill the terms of any contract. They will not, however, disclose any confidential information that would place one party at an advantage over the other or advocate or negotiate to the detriment of either party.

If dual agency occurs, you will be asked to consent to that in writing. If you do not agree to your agent acting as a dual agent, you can ask that another agent in our company be assigned to represent you or you can seek representation from another brokerage.

As a buyer, you may also choose to represent yourself on properties Realty Trust Services has listed. In that instance, Realty Trust Services will represent the seller and you would represent your own best interests. Because the listing agent has a duty of full disclosure to the seller, you should not share any information with the listing agent that you would not want the seller to know.

### Working With Other Brokerages

When Realty Trust Services lists property for sale, it also cooperates with, and offers compensation to, other brokerages that represent buyers. Realty Trust Services does reserve the right, in some instances, to vary the compensation it offers to other brokerages. As a seller, you should understand that just because Realty Trust Services shares a fee with a brokerage representing the buyer, it does not mean that you will be represented by that brokerage. Instead, that company will be looking out for the buyer and Realty Trust Services will be representing your interests. When acting as a buyer's agent, Realty Trust Services also accepts compensation offered by the listing broker. If the property is not listed with any broker, or the listing broker does not offer compensation, we will attempt to negotiate for a seller-paid fee.

### Fair Housing Statement

It is illegal, pursuant to the Ohio Fair Housing Law, division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing Law, 42 U.S.C.A. 3601, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes. (Effective: 3/25/08)

We hope you find this information to be helpful to you as you begin your real estate transaction. When you are ready to enterinto a transaction, you will be given an Agency Disclosure Statement that specifically identifies the role of the agents and brokerages. Please ask questions if there is anything you do not understand.

Because it is important that you have this information, Ohio law requires that we ask you to sign below to acknowledge receipt of this pamphlet. Your signature will not obligate you to work with our company if you do not choose to do so.

Lea lite Cleveland LLC
Name (Please Print)

Name (Please Print)

Signature Date

CATELYN DICKMAN

Authorized Signer

Name (Please Print)

Signature Date



BUYERITENAN

## AGENCY DISCLOSURE STATEMENT



The real estate agent who is providing you with this form is required to do so by Ohio law. You will not be bound to pay the agent or the agent's brokerage by merely signing this form. Instead, the purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord and the term "buyer" includes a tenant.) 4283 W 210th St. Fairview Park Ohio 44126 Property Address: I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES The buyer will be represented by Christopher Kaylor On Target Realty Inc. Jeffery A. Burke The seller will he represented by BROKERAGE II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE If two agents in the real estate brokerage represent both the buyer and the seller, check the following relationship that will apply: ☐ Agent(s) work(s) for the buyer and work(s) for the seller. Unless personally Agent(s) involved in the transaction, the broker and managers will be "dual agents", which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents will be working for both the buyer and seller as "dual agents". Dual agency is explained and. on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. If such a relationship does exist, explain: HI. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT and real estate brokerage will Agent(s) be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. If such a relationship does exist, explain: represent only the (check one) 🗆 seller or 🗀 buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client. CONSENT I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form. SELLERALÁNDLORO

SELLENLANDLORD

DATE

## **DUAL AGENCY**

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

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

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

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

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

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

Management Level Licensees: Generally the broker and managers in a brokerage also represent the interests of any buyer or seller represented by an agent affiliated with that brokerage. Therefore, if both buyer and seller are represented by agents in the same brokerage, the broker and manager are dual agents. There are two exceptions to this. The first is where the broker or manager is personally representing one of the parties. The second is where the broker or manager is selling or buying his own real estate. These exceptions only apply if there is another broker or manager to supervise the other agent involved in the transaction.

Responsibilities of the Parties: The duties of the agent and brokerage in a real estate transaction do not relieve the buyer and seller from the responsibility to protect their own interests. The buyer and seller are advised to carefully read all agreements to assure that they adequately express their understanding of the transaction. The agent and brokerage are qualified to advise on real estate matters. IF LEGAL OR TAX ADVICE IS DESIRED, YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.

Consent: By signing on the reverse side, you acknowledge that you have read and understand this form and are giving your voluntary, informed consent to the agency relationship disclosed. If you do not agree to the agent(s) and/or brokerage acting as a dual agent, you are not required to consent to this agreement and you may either request a separate agent in the brokerage to be appointed to represent your interests or you may terminate your agency relationship and obtain representation from another brokerage.

Any questions regarding the role or responsibilities of the brokerage or its agents should be directed to an attorney or to:

Ohio Department of Commerce
Division of Real Estate & Professional Licensing
77 S. High Street, 20th Floor
Columbus, OH 43215-6133
(614) 466-4100



Dissipate Initiator

Seller's Initials:

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Effective 01/01/05

### STATE OF OHIO

### DEPARTMENT OF COMMERCE

### 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 Date 8 live 17

Purchaser's Initials Date 11-17-

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## 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 o	f the Administrative Code.
TO BE COMPLETED BY OWNER (Please Print)	g g
Property Address: W 210th St. Fair VIW	Park, OH 44126
Owners Name (5): ) 115 Faran Paul NA	
Date: PS 1 (c = 20) 1	
Owner is to is not occupying the property. If owner is occupying the fowner is not occupying the	e property, since what date:
THE FOLLOWING STATEMENTS OF THE OWNER ARE	BASED ON OWNER'S ACTUAL KNOWLEDGE
AN ANT LEGEN OF THE PARTY OF TH	etrack danimentata havedt
A) WATER SUPPLY: The source of water supply to the property is ( Public Water Service Holding Tank	Unknown
Private: Water Service Distant	Other
	· · ·
Do you know of any current leaks, backups or other material problems on the state of the problems of the state of the stat	not tonger manane past 3 years);
Is the quantity of water sufficient for your household use? (NOTE: water	r usage will vary from household to household [ ]Yes [ ] No
	han tea and the Anthon of Country (Continue Continue Cont
B) SEWER SYSTEM: The nature of the sanitary sewer system servic	ing the property is (check appropriate doxes);
Local Field Aeration Tank	Filtration Bed
Minknown Other	Secretary Community of the Community of
If not a public of private sewer, date of last inspections	Inspected By:
Do you know of any previous or current leaks, backups or office mater Yes No Trues", please describe and indicate any repairs con	fal problems with the sewer system servicing the property?
Information on the operation and maintenance of the type of sewag department of health or the board of health of the health district in	e system serving the property is available from the which the property is located.
C) ROOF: Do you know of any previous or current leaks or other it if "Yes", please describe and indicate any repairs completed (but not lot	saterial problems with the roof or rain gutters? Yes No
	A STATE OF THE STA
D) WATER INTRUSION: Do you know of any previous or curren defects to the property, including but not limited to any area below grad if "Yes", please describe and indicate any repairs completed:	e, basement or crawl species Lives No
	1// // //
Owner's Initials Date Date Date	Purchaser's Initials Date // /
(Page 2 of	

Property Address
Do you know of any water or moisture related damage to floors, walls on ceilings as a result of flooding; moisture seepage; moisture condensation; ice damming; sewer overflow/backup; or leaking pipes, plumbing fixtures, or appliances? Yes KNo  If "Yes", please describe and indicate any repairs completed:
Have you ever had the property inspected for mold by a qualified inspector?  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 XNo 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? Lives in 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).
1) Electrical YES NO N/A  8) Water softener   ES NO N/A  L
2) Plumbing (pipes) a. Is water softener leased?
3) Central heating 9) Security System
4) Central Air conditioning a. Is security system leased?
5) Sump pump:
6) Fireplace/chimney 11) Built in appliances
7) Lawn sprinkles: [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [
If the answer to any of the above questions is "Yes", please describe and indicate any repairs to the mechanical system (but not longe 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
2) Asbestos
3) Urea-Formaldehyde Foam Insulation 4) Radon Gas
a, If "Yes" indicate level of gas if known
5) Other toxic or hazardous substances 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 Date 810 17 Purchaser's Initials 76 Date 161
Owner's Initials Date Purchaser's Triffials Date (Page 3 of 5)

Property Address
1) 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 right 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:  Unknown  Is the property located in a designated flood plain?  Is the property or any portion of the property included in a Lake Eric Coastal Erosion Area?
K) DRAINAGE/EROSION: Do you know of any previous or current flooding, drainage, settling or grading or erosion problems affecting the property? Yes Ino 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? Lives 18 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 X No If "Yes", please describe:
Do you know of any recent or proposed assessments, flees 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 Wo  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  1). Boundary Agreement 2). Boundary Dispute 3). Recent Boundary Change 4). Shared Driveway 5). Party. Walls 6). Encroachments From or on Adjacent Property 11 the answer to any of the above questions is "Yes", please describe:
N) OTHER KNOWN MATERIAL DERECTS: 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 of any non-observable physical condition that could inhibit a person's use of the property.
Owner's Initials Date Date Date Date Date Date Date Date

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# Property Address 4283 W 210th St. Fairview Park OH 44126

CERTIFICATIO	NOFOWNER
Owner certifies that the statements contained in this form are mathe date signed by the Owner. Owner is advised that the information of the owner to disclose an item of information that preclude fraud, either by misrepresentation, concealment or residential real estate.  OWNER: WISTAND DOWNER:  RECEIPT AND ACKNOWLEDGEMEN	rmation contained in this disclosure form does not limit the is required by any other statute or law or that may exist to nondisclosure in a transaction involving the transfer of DATE:  DATE:  DATE:
Potential purchasers are advised that the owner has no obligation to up 5302,30(G). Pursuant to Ohio Revised Code Section 5302,30(K), if I purchase contract for the property, you may resolve the purchase cor Owner or Owner's agent, provided the document of resolved is declosing; 2) 30 days after the Owner accepted your offer; and 3) with of this form or an amendment of this form.	this form is not provided to you prior to the time you enter into a stract by delivering a signed and dated document of rescission to slivered prior to all three of the following dates: 1) the date of
Owner makes no representations with respect to any offsite con purchaser deems necessary with respect to offsite issues that may	nditions. Porchaser should exercise whatever due diligence affect purchaser's decision to nurchase the property.
Purchaser should exercise whatever due dillgence purchase. Registration and Notification Law (commonly referred to as "M written notice to neighbors if a sex offender resides or intends to public record and is open to inspection under Ohio's Public Recresponsibility to obtain information from the Sheriff's office regions.	egon's Law"). This law requires the local Sheriff to provide o reside in the area. The notice provided by the Sheriff is a ords Law. If concerned about this issue, purchaser assumes
Purchasor should exercise whatever due diligence purchaser deel if concerned about this issue, purchaser assumes responsibility i Resources. The Department maintains an online map of k www.dur.state.oh.us.	ms necessary with respect to abandoned underground mines, to obtain information from the Ohio Department of Natural cuown abandoned underground mines on their website at
VWE ACKNOWLEDGE RECEIPT OF A COPY OF THIS I STATEMENTS ARE MADE BASED ON THE OWNERS AC THE OWNER.	DISCLOSURE FORM AND UNDERSTAND THAT THE CTUAL KNOWLEDGE AS OF THE DATE SIGNED BY
My/Our Signature below does not constitute approval of any disclosed PURCHASER: Kelliffe Cloveland	1/ //

# Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards Property Address: 4283 W 210<sup>th</sup> St, Tairview Park OH 44126

Lead Warning Statement  Every buyer 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 of lead from lead based point that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological demage, 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 nazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint nazards. A risk assessment or inspection for nossible lead-based paint hazards is recommended prior to purchase.
Seller's Disclosure (a) Presence of lead-based paint and/or lead-based paint nazards (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 hezards in the housing.  (b) Records and reports available to the seller (check (i) or (ii) below):
(f) 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.
Buyer's Acknowledgment (initial)
(c) Buyer has received copies of all information listed above.
(d) Buyer has received the pamphlet Protect Your Family from Lead in Your Home.
(e) Buyer 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 hexards.
Agent's Acknowledgment (initial)
(f) 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.
lealife cleveland LLC.  BUYER  Date  Date  Information they have provided is true and accurate.  Lealife cleveland LLC.  SELLER  Date  Date
BUYER Date SELLER Date  Date SELLER Date  AGENT Meffrey A. Burke Date  AGENT Date
Form generalised by: Thrus Forms www.TrueForms.com. 800-409-561/2

#### MULTIPLE OFFER DISCLOSURE

		MULTIPLE OFFER DISCLOSURE
Curre Buyer	nt I	Date: 11-17-17 Name: <u>Leulife Cleveland Lic</u>
		If you fail to execute and return this document, we will not consider your offe:
Dear	Buy	ver:
We ar	e ir	avolved in a multiple offer situation on the above property.
Premi	ere	Asset Services ("PAS") will entertain and consider all offers in the following manner:
1.	All	offers must be in writing; no verbal offers will be accepted.
		e Listing Agent must receive your written best and final offer no later than the close of business Delivery of the offer may be via facsimile.
		e Listing Agent will facsimile all such best and final offers to my attention no later than the c ose of business the lowing day.
4.	The	e following terms and conditions shall be applicable to you and to any offer you wish to submit:
	a.	PAS shall have sole and absolute discretion to accept or reject any offer received. PAS is not required to accept any particular offer, regardless of its terms. PAS has the absolute right and discretion to reject all offer.
	b.	Subsequent to the receipt of offers, PAS shall have the absolute right to deal directly with any I roker and/or one or more offerors to further negotiate the terms and conditions of any offer. In so doing PAS shall have no obligation to negotiate or communicate with each and every other offeror or with any of them.
	c.	In accepting an offer, PAS shall make its decision solely on such lawful factors and criteria as it, in its sole judgment, deems appropriate under the circumstances. Price is but one factor to be considered.
	d.	Under no circumstances shall verbal communications between an offeror and PAS or any agent or broker constitute or create an obligation on the part of PAS 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 PAS. PAS shall have no obligation to sell the property unless and until such written contract is fully executed.
the tin	1e (	n below to acknowledge your understanding and acceptance of this process and return this form to no later than designated above for the transmittal of offers. Failure to transmit such acceptance may prevent 1 s, at our discretion, sidering any offer you may wish to submit.
UNDE	RS	STOOD AND AGREED:
		- Power
		, Buyer

If you fail to execute and return this document, we will not consider your offer.