



# PURCHASE AGREEMENT OFFER, RECEIPT AND ACCEPTANCE



1 **BUYER:** Alexis Rodriguez \_\_\_\_\_ offers to buy the

2 **PROPERTY:** located at 6313 Fiesta Ct.

3 City Lorain, Ohio, Zip 44053 Permanent Parcel No(s) 05-00-080-107-082

4 The property, which BUYER has examined and accepts in its "AS IS" PRESENT PHYSICAL CONDITION except for  
5 normal wear and tear, shall include the land, all appurtenant rights, privileges and easements, and all buildings and  
6 fixtures, including such of the following as are now on the property: all landscaping, electrical, heating, plumbing and  
7 bathroom fixtures, ceiling fans; central air conditioning systems; all window and door shades, blinds, awnings, screens,  
8 storm windows, curtain rods and drapery hardware; garbage disposal, TV antenna, rotor and control unit; radiator covers,  
9 smoke detectors, garage door opener(s) and all controls; all attached wall-to-wall carpeting. The following selected  
10 items shall also remain:  satellite dish;  countertop range;  range;  wall oven;  
11  microwave;  kitchen refrigerator;  second refrigerator;  dishwasher;  washer;  dryer;  window air  
12 conditioner(s);  through the wall air conditioners;  gas grill;  fireplace tools;  screen,  glass doors and  
13  grate;  all existing window treatments;  ceiling fan(s);  wood burner stove inserts;  gas logs; and  
14  water softener (do not check if leased);  humidifier;  dehumidifier;  security system;  freezer;  
15  indoor grill;  mailbox and  invisible fence, transmitter, \_\_\_\_\_ collar(s).

16 Additional Items to be included: See Line #272

18 Items Excluded: \_\_\_\_\_  
19

20 **SECONDARY OFFER:** This  is  is not a secondary offer. This secondary offer, if applicable, shall become a  
21 primary contract upon BUYER'S receipt of a signed copy of the release of the primary contract on or before  
22 \_\_\_\_\_ (Date). BUYER shall have the right to terminate this secondary offer at any time prior  
23 to BUYER'S receipt of said copy of the release of the primary contract by delivering written notice to the  
24 SELLER or the SELLER'S agent. Upon receipt of the release of the primary contract, BUYER shall deposit earnest money  
25 within four (4) days and BUYER and SELLER agree to sign an addendum listing the date for loan application, loan  
26 approval, deposit of funds and documents, title transfer and possession.

27 **PRICE:** BUYER shall pay the sum of ..... \$ 1104,000.00  
28 Payable as follows:

29 **Earnest money** in the form of a check, paid to/deposited with (check one)  
30  Listing Broker  Buyers' Broker or  \_\_\_\_\_  
31 and credited against the purchase price ..... \$ 1,000.00  
32 The check shall be deposited immediately upon acceptance  
33 of a binding Agreement as defined below on lines 262-271

34 **Additional Funds** to be deposited in escrow ..... \$ \_\_\_\_\_

35 BUYER  will  will not (check one) meet down payment requirement  
36 in cash, without regard to the sale and/or closing of any other real property

37 **Mortgage** loan to be obtained by BUYER ..... \$ PER LENDER  
38  CONVENTIONAL,  FHA,  VA  OTHER

40 **FINANCING:** This transaction is conditioned upon BUYER obtaining a commitment for a first mortgage loan (the "Loan") from  
41 Howard Hanna Mortgage Services or such other lending institution chosen by BUYER in the amount set forth above, or in  
42 a lesser amount acceptable to BUYER. BUYER agrees to apply in writing for the Loan and order the appraisal within  
43 5 days after the date of acceptance, to cooperate fully with the lender's requests for information and to use good faith efforts  
44 to obtain the Loan and shall obtain a commitment for the Loan on or before November 21, 2017. If, despite  
45 BUYER'S good faith efforts, a loan commitment has not been obtained, then this Agreement shall be null and void. Upon signing  
46 of a mutual release by SELLER and BUYER, the earnest money deposit shall be returned to the BUYER without any further  
47 liability of either party to the other or to the Brokers and their agents. If this is a secondary offer, BUYER shall not be

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11/01/17  
5:23PM EDT  
SELLERS' INITIALS AND DATE

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BUYERS' INITIALS AND DATE

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48 obligated to make a loan application until after BUYER'S offer becomes the primary contract.

49 **CLOSING:** All documents and funds necessary to complete this transaction shall be placed in escrow with BUYER'S  
50 lending institution or a title company on or before November 28, 2017, and the deed shall be recorded on or  
51 about November 28, 2017, except that if a defect in title appears, SELLER shall have thirty (30) days  
52 after notice from BUYER to remove such defect and, if unable to do so, BUYER may either (1) accept title subject to such  
53 defect without any reduction in the purchase price or (2) terminate this Agreement, in which case neither BUYER,  
54 SELLER nor any REALTOR(S)® shall have any further liability to each other, and both BUYER and SELLER agree to sign  
55 a mutual release, whereupon the earnest money shall be returned to BUYER.

56 **POSSESSION:** SELLER shall deliver possession and occupancy to BUYER on or before 5 (time)  a.m.  p.m.  
57      day(s) after recording of the deed or 11/28/2017, whichever is later. Subject to BUYER'S rights, if any, the  
58 premises may be occupied by the SELLER free for      ( ) days and an additional       
59 ( ) days at a rate of \$      per day provided, however, that under no circumstances shall SELLER occupy  
60 premises beyond      (date). Payment and collection of fees for use and occupancy after transfer of title  
61 are the sole responsibility of SELLER and BUYER and not of the real estate agents or broker involved in the sale.

62 **TITLE:** SELLER shall convey a marketable title to BUYER by general warranty deed and/or fiduciary deed, if  
63 required, with dower rights released, free and clear of all liens and encumbrances whatsoever, except a) any  
64 mortgage assumed by BUYER, b) such restrictions, conditions, easements (however created), including without  
65 limitation subsurface rights, and encroachments, which do not materially adversely affect the use or value of the  
66 property, c) zoning ordinances, if any, and d) taxes and assessments, both general and special, not yet due and  
67 payable. BUYER is encouraged to obtain an Owner's Title Insurance Policy ("OTIP"). An OTIP is different from a  
68 lender's title insurance policy, which will not protect the BUYER from claims and challenges on the title. The  
69 SELLER and BUYER shall obtain an OTIP from Barristers of Ohio or Miller Home Title  
70 as agreed to by the parties.

71 **LIMITED HOME WARRANTY:** Home Warranties DO NOT COVER PRE-EXISTING DEFECTS in the property nor does  
72 the existence of a warranty preclude the advisability of professional inspection(s). BUYER  does elect  does not elect  
73 (MARK THE APPROPRIATE BOX) to secure a Home Warranty Plan issued by Home Security of America, Inc. The cost of  
74 \$435.00 shall be paid by  SELLER  BUYER through escrow.

75 **PRORATIONS:** General taxes, annual maintenance fees, subdivision charges, special assessments, city and county  
76 charges and tenant's rents shall be prorated as of the date of the title transfer. Taxes and assessments shall be prorated  
77 based upon the latest available tax duplicate. However, if the tax duplicate is not yet available or the improved land is  
78 currently valued as land only, taxes and assessments shall be prorated based upon 35% of the selling price times the  
79 millage rate. The escrow agent is instructed to contact the local governmental taxing authority, verify the correct tax value  
80 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  
81 being transferred is new construction and recently completed or in the process of completion at the time the AGREEMENT  
82 was signed by the parties, the escrow agent is instructed to make a good faith estimate of the taxes to be owed on the  
83 value of the improved property to the date of title transfer and reserve sufficient funds in escrow from SELLER'S net  
84 proceeds to pay those taxes when they become due and payable after title transfer. The escrow agent is instructed to  
85 release the balance, if any, of the funds on reserve, once it receives notice from the local county auditor that the taxes on  
86 the land and improvements have been paid in full to the date of title transfer. BUYER acknowledges that the latest  
87 available tax duplicate may not accurately reflect the amount of taxes and assessments that will be owed. SELLER agrees  
88 to reimburse BUYER directly outside of escrow for any increase in valuation and the cost of all passed or levied, but not yet  
89 certified, taxes and assessments, if any, prorated to the date of title transfer. SELLER is not aware of any proposed taxes  
90 or assessments, public or private, except the following:     

91 In the event the property shall be deemed subject to any agricultural tax recoupment (C.A.U.V.), then  
92  BUYER  SELLER agrees to pay the amount of such recoupment.

93 **CHARGES/ESCROW INSTRUCTIONS:** This AGREEMENT shall be used as escrow instructions subject to the  
94 Escrow Agent's usual conditions of acceptance. If there is any conflict between the escrow agent's usual conditions of  
95 acceptance and this Agreement, the terms of this Agreement shall prevail.

96 **SELLER shall pay** the following costs through escrow: a) any governmental conveyance fee or transfer tax; b) any  
97 amount required to discharge any mortgage, lien or encumbrance not assumed by BUYER and to record the cancellation  
98 thereof; c) title exam and one half the cost of insuring premium for Owners Fee Policy of Title Insurance; d) deed prepara  
99 tion costs; e) prorations due BUYER; f) real estate brokerage commissions as described in lines 301-303 below; and g)  
100 one-half of the escrow fee (unless VA/FHA regulations prohibit payment of escrow fees by BUYER, in which case  
101 SELLER shall pay the entire escrow fee). SELLER shall pay directly all utility charges to the date of title transfer or  
102 date of possession, whichever is later. The escrow agent shall withhold \$ 200.00 from the proceeds due SELLER  
103 for the SELLER'S final water and sewer bills. Tenant security deposits, if any, shall be credited in escrow to the BUYER.

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104 BUYER shall pay the following through escrow: a) one-half of the escrow fee (unless prohibited by VA/FHA  
105 regulations); b) one-half the cost of insuring premiums for Owners Fee Policy of Title Insurance; c) all recording fees  
106 for the deed and any mortgage, and d) a commission of \$225.00 to Howard Hanna for brokerage services rendered  
107 to the BUYER. BUYER shall secure new insurance on the property.

108 The cost of the home warranty plan, if any, shall be charged as shown in line 74 above.

109  The SELLER hereby authorizes and instructs the escrow agent to send a copy of the fully signed ALTA Settlement  
110 Statement to the SELLER'S Broker listed on this Agreement promptly after closing.

111  The BUYER hereby authorizes and instructs the escrow agent to send a copy of the fully signed ALTA Settlement  
112 Statement to BUYER'S Broker listed on this Agreement promptly after closing.

113 **INSPECTIONS:** BUYER shall have professional inspectors perform, at BUYER'S expense, the inspection(s) indicated  
114 below. A professional is a person engaged full-time for profit in the business directly related to the inspection service  
115 indicated. BUYER must indicate "yes" for each professional inspection desired and the number of days following the  
116 date of Acceptance that BUYER has to conduct each inspection elected. BUYER assumes sole responsibility to select  
117 and retain a professional inspector for each requested inspection and releases Broker of any and all liability regarding  
118 the selection or retention of the inspector(s). If BUYER does not elect inspections, BUYER acknowledges that BUYER  
119 is acting against the advice of BUYER'S agent and broker. BUYER understands that all real property and  
120 improvements may contain defects and conditions that are not readily apparent and which may affect a property's use  
121 or value. BUYER and SELLER agree that the Broker(s) and their agents do not guarantee and in no way assume  
122 responsibility for the property's condition. BUYER acknowledges that it is BUYER'S own duty to exercise reasonable  
123 care to inspect and make diligent inquiry of the SELLER or BUYER'S inspectors regarding the condition and systems  
124 of the property.

125 **INSPECTIONS REQUIRED BY ANY STATE, COUNTY, LOCAL GOVERNMENT OR FHAVA DO NOT**  
126 **NECESSARILY ELIMINATE THE NEED FOR THE INSPECTIONS LISTED BELOW.**

127 **WAIVER:** AK (initials) BUYER elects to waive each professional inspection to which BUYER has not indicated  
128 "YES." Any failure by BUYER to perform, within the time specified, any inspection indicated "YES" herein is a waiver of  
129 such inspection and shall be deemed absolute acceptance of the property by BUYER in its "AS IS" condition.

Choice		Inspection	Expense	
Yes	No		BUYER'S	SELLER'S
<input checked="" type="checkbox"/>	<input type="checkbox"/>	GENERAL HOME _____ <b>10</b> days from acceptance of AGREEMENT	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	SEPTIC SYSTEM _____ days from acceptance of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	WATER POTABILITY _____ days from acceptance of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	WELL FLOW RATE _____ days from acceptance of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	RADON ..... <b>10</b> days from acceptance of AGREEMENT	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	MOLD* ..... _____ days from acceptance of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>

138 \*Buyer is advised to hire a professional inspector who is qualified to determine whether mold is present in the property, what  
139 type of mold is present and to propose an appropriate treatment of any mold that is discovered. Both prior and current water  
140 leaks and water damage to a property can result in the existence of mold which may cause adverse health effects.

141   OTHER 10 days from acceptance of AGREEMENT

142 **Any other inspections that may be required per home inspector**

143 Within three (3) days after completion of the last inspection, BUYER shall elect one of the following:

144 (A) Remove the inspection contingency and accept the property in its "AS IS" present physical condition.  
145 If the property is accepted in its "AS IS" present physical condition, then BUYER agrees to sign an  
146 *Amendment/Removal of Contingency*;

147 (B) Accept the property subject to SELLER agreeing to have specific material defects, that were either previously  
148 disclosed in writing by the SELLER or identified in a written inspection report, repaired by a qualified  
149 contractor in a professional manner at SELLER'S expense; BUYER agrees to provide SELLER with a  
150 copy of all inspection reports and to sign an Amendment to Purchase Agreement removing the  
151 inspection contingency and identifying those specific material defects which are to be repaired.  
152 SELLER and BUYER shall have three (3) days from SELLER'S receipt of BUYER'S written request and  
153 copies of inspection reports to agree in writing which material defect(s), if any, shall be corrected by SELLER  
154 at SELLER'S expense. If BUYER and SELLER do not agree in writing within those three (3) days, then this  
155 AGREEMENT shall be null and void, and SELLER and BUYER agree to sign a mutual release, whereupon

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156 the earnest money shall be returned to BUYER. SELLER agrees to provide reasonable access to the property  
157 for BUYER to review any such material defects corrected by SELLER. For purposes of this  
158 AGREEMENT, "material defects" DO NOT include minor routine maintenance. OR

159 (C) Terminate this Agreement if BUYER'S written inspection report(s) or any other source(s) identify material  
160 defects NOT previously disclosed in writing by SELLER. If BUYER elects to terminate, BUYER agrees  
161 to provide a copy of the written inspection report(s) to SELLER, and both parties agree to promptly sign a  
162 mutual release, whereupon the earnest money shall be returned to BUYER.

163 Yes No

164   **PEST/WOOD DESTROYING INSECTS:** An inspection of all structures on the property shall be made within  
165 \_\_\_\_\_ days by a licensed inspection or exterminating agency of  BUYER'S or  SELLER'S choice at  
166  BUYER'S  SELLER'S expense and such agency's written report made available to the BUYER before closing. If such  
167 report shows existing infestation or damage by pests, termites or other wood destroying insects, treatment of the condition  
168 shall be made by a licensed exterminating agency which shall furnish a certificate of guarantee for a period of at least one  
169 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  
170 insects. ALL REPAIRS AND TREATMENT COSTS SHALL BE PAID BY THE  BUYER OR  SELLER (unless  
171 FHAVA regulations prohibit payment of inspection and/or repair expenses by BUYER, in which case SELLER shall pay  
172 such costs and/or repair expense). This agreement may be voided by either party, if the repair exceeds \$500.00. In that  
173 event, SELLER and BUYER agree to sign a mutual release whereupon the earnest money shall be returned to the BUYER.

174 Yes No

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

189 BUYER  HAS \_\_\_\_\_ (BUYER'S initials)  HAS NOT \_\_\_\_\_ (BUYER'S initials) received a copy of  
190 the EPA pamphlet entitled "PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME" and a copy of the  
191 "DISCLOSURE ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS."

192 If BUYER has not received such pamphlet and disclosure, then this offer is subject to the SELLER completing  
193 the disclosure form and BUYER'S review and approval of the information contained on the disclosure form within \_\_\_\_\_  
194 days from receipt.

195 The BUYER and SELLER can mutually agree IN WRITING to extend the dates for inspections, repairs, or to exercise their  
196 right to terminate the Agreement. SELLER agrees to provide reasonable access to the property for BUYER to review and  
197 approve any conditions corrected by SELLER. If this is a secondary offer, the number of days specified for each of the  
198 inspections indicated in lines 132-142 shall be from the date this becomes the primary contract and not from the date of  
199 acceptance.

200 **MEGAN'S LAW:** SELLER represents that SELLER has disclosed to BUYER all notices received pursuant to Ohio's  
201 sex offender law. The BUYER acknowledges that the information disclosed may no longer be accurate and assumes the  
202 responsibility to check with the local sheriff's office for current, complete and accurate information. BUYER will rely on  
203 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  
204 any real estate agent involved in the transaction to determine if a sex offender resides in the area of the property.

205 **CONDITION OF PROPERTY:** BUYER has examined the property and agrees that the property is being purchased in its  
206 "AS IS" PRESENT PHYSICAL CONDITION including any defects disclosed by the SELLER on the State of Ohio Residential  
207 Property Disclosure Form, identified by any inspections requested by either party or on any other forms or addenda made a  
208 part of this Agreement or identified by any other source. SELLER warrants to BUYER that SELLER has completed the  
209 State of Ohio Residential Property Disclosure Form accurately and thoroughly and that no additional items of disclosure have  
210 occurred since the SELLER'S completion of that form. SELLER agrees to notify BUYER in writing of any additional  
211 disclosure items that arise between the date of acceptance and the date of recording of the deed. BUYER has not relied  
212 upon any representations, warranties or statements about the property (including but not limited to its condition or use)

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213 unless otherwise disclosed on this AGREEMENT or on the Residential Property Disclosure Form. BUYERS must  
214 initial one of the following:

215 BUYER  HAS \_\_\_\_\_ (BUYER'S initials), prior to signing this offer, received a copy of the Residential  
216 Property Disclosure Form which was signed by SELLER on October 23, 2017 (date).

217 BUYER  HAS NOT \_\_\_\_\_ (BUYER'S initials) received a copy of the Residential Property Disclosure Form.  
218 This offer is subject to the SELLER completing the Residential Property Disclosure Form and BUYER'S review and  
219 approval of the information contained on the disclosure form within \_\_\_\_\_ days from receipt.

220 BUYER acknowledges that the SELLER completed the Residential Property Disclosure Form and agrees to hold the  
221 Brokers and their agents harmless from any misstatements or errors made by the SELLER on that form. BUYER also  
222 acknowledges and agrees that the Brokers and their agents have no obligation to verify or investigate the information  
223 provided by the SELLER on that form. BUYER hereby acknowledges that any representation by SELLER or the real  
224 estate agent(s) regarding the square footage of the rooms or structures, the lot dimensions, homeowners' fees, public  
225 and private assessments, utility bills, taxes and special assessments are approximate and not guaranteed.

226 **Please list any and all verbal representations made by Brokers or their agents that you relied upon when**  
227 **purchasing this property (if none, write "none").** None  
228 \_\_\_\_\_

229 SELLER shall pay all costs for the repair of any leak(s) in the water or gas main supply lines found between the street and  
230 foundation at the time of transfer or restoration of utilities. SELLER agrees to comply with any and all local governmental  
231 point of sale laws and/or ordinances. SELLER shall promptly provide BUYER with copies of any notices received from  
232 governmental agencies to inspect or correct any current building code or health violations. If applicable, BUYER and  
233 SELLER shall have Three ( 3 ) days after receipt by BUYER of all notices to agree in writing which party shall be  
234 responsible for the correction of any building code or health violation(s). In the event BUYER and SELLER cannot agree in  
235 writing, this AGREEMENT can be declared null and void by either party. In that event, SELLER and BUYER agree to sign a  
236 mutual release with instruction to the Broker for disbursement of the earnest money on deposit.

237 **REPRESENTATIONS AND DISCLAIMERS:** BUYER acknowledges that BUYER is relying upon BUYER'S own  
238 inspection and evaluation of the property, whether performed by BUYER or BUYER'S independent inspectors or contractors,  
239 in determining the property's condition or fitness. BUYER understands that Howard Hanna and its agents do not warrant  
240 the condition or systems of the property or guarantee that SELLER has disclosed all defects.

241 BUYER acknowledges that, except as specifically noted on lines 226-228 above, Howard Hanna and its agents have  
242 not made any representations, warranties, or agreements, express or implied regarding the condition or use of  
243 the property, including but not limited to any representation that: (a) the basement, crawl space, or slab area do not  
244 incur seepage, leakage, dampness, or standing water; (b) the heating, cooling, plumbing, or electrical system(s) or  
245 any built-in appliance is in good working condition or is completely functional; (c) the roof is weather tight and/or  
246 structurally sound; (d) the structure is free from insect infestation, lead paint, or lead paint hazards; (e) the water  
247 supply or septic system, if any, are not deficient in any respect; or (f) radon gas, urea-formaldehyde foam or  
248 asbestos insulation, or any other toxic substance including any toxic form of mold, is not present on the property.

249 **DAMAGE:** If any building or other improvements are destroyed or damaged in excess of ten percent of the purchase  
250 price prior to title transfer, BUYER may either accept the insurance proceeds for said damage and complete this  
251 transaction or may terminate this AGREEMENT and receive the return of all deposits made. In that event, SELLER  
252 and BUYER agree to sign a mutual release with instruction to the Broker for disbursement of the earnest money on  
253 deposit. If such damage is less than ten percent of the purchase price, SELLER shall restore the property to its prior  
254 condition and BUYER agrees to complete the purchase of the property.

255 **MONEY BACK GUARANTEE:** (Elect one) BUYER  does elect  does not elect to purchase the Howard Hanna  
256 Money Back Guarantee Program, subject to Program's terms and conditions. If BUYER elects the Program, then this  
257 Agreement and BUYER'S obligations hereunder are conditioned upon approval of BUYER'S Application to  
258 Repurchase by Home Trade-In Company, Inc. ("HTCI") within seven (7) days from Acceptance as herein defined.  
259 BUYER'S fully-executed Application, including BUYER'S agreement to pay HTCI a fee of 1% of the purchase price, is  
260 attached hereto. If HTCI does not approve the Application, then this Agreement shall be null and void and BUYER and  
261 SELLER agree to sign a mutual release whereupon the earnest money shall be returned to BUYER.

262 **BINDING AGREEMENT:** For purposes of this AGREEMENT, "acceptance" shall occur upon the written acceptance,  
263 without any material change to the last offer or counter offer, and either the verbal or written communication of that  
264 acceptance to the last offering party or their agent. For purposes of this Agreement, "days" shall be defined as calendar  
265 days. Upon acceptance, this offer and all attachments and addenda, shall become an AGREEMENT binding on BUYER and  
266 SELLER, their heirs, executors, administrators, successors and assigns and shall be deemed to contain all the terms,  
267 conditions, representations and warranties, either expressed or implied, agreed upon by the BUYER and SELLER with

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268 respect to this transaction. All counter-offers, amendments, changes or deletions to this AGREEMENT shall be in writing and  
269 be signed by both BUYER and SELLER. Facsimile or other electronically transmitted signatures shall be deemed binding  
270 and valid. THIS IS A LEGALLY BINDING CONTRACT. The parties should consult an attorney or other professional if in need  
271 of legal or tax advice.

272 **ADDITIONAL TERMS:** Seller to contribute 4,500 towards closing costs and or prepaids.  
273  
274

275 **ADDENDA:** The additional terms and conditions in the following checked addenda and/or attachments  Agency  
276 Disclosure Statement;  Residential Property Disclosure;  VAFHA Addendum;  FHA Home Inspection Notice;  
277  Condominium;  House Sale Contingency;  House Sale Concurrence;  Lead-Based Paint;  Homeowner's  
278 Association;  Application to Repurchase by Home Trade-In Company, Inc. (if BUYER elects Money Back Guarantee  
279 Program)  Walk Through Addendum;  Other  
280 are made a part of this Agreement. The terms and conditions of all such addenda or attachments shall supersede any  
281 conflicting terms in this Agreement.

282 **EARNEST MONEY:** In the event of a dispute between the Seller and Buyer regarding the disbursement of  
283 the earnest money, the broker is required by Ohio law to maintain such funds in the broker's trust account until the  
284 broker receives (a) written instructions signed by the parties specifying how the earnest money is to be disbursed or  
285 (b) a final court order that specifies to whom the earnest money is to be awarded. If within two years from the date  
286 the earnest money was deposited in the broker's trust account, the parties have not provided the broker with such  
287 signed instruction or written notice that such legal action to resolve the dispute has been filed, the broker  
288 shall return the earnest money to the purchaser with no further notice to the seller. The broker shall acknowledge  
289 receipt of the earnest money shown on line 31 to the escrow agent who shall credit that amount to the Buyer's escrow  
290 account. Unless otherwise stated herein, the earnest money shall be retained in the broker's trust account until after  
291 title transfer at which time it shall be applied against any compensation due the broker. Any amount by which the  
292 earnest money exceeds the compensation due the broker shall be remitted to the escrow agent.

293 **BUYER:** Alexis Rodriguez Address: 162 Somerset Lane Apt 8  
294 Print name: Alexis Rodriguez 23418853155B4A5... Avon Lake ZIP: 44012

295 **BUYER:** \_\_\_\_\_ Phone: (440)506-8215 Email: aguayo2440@gmail.com  
296 Print name: \_\_\_\_\_ Date: 11/1/2017

297 **DEPOSIT RECEIPT:** Receipt is hereby acknowledged, of \$ \_\_\_\_\_ earnest money, subject to the  
298 terms of the above offer.

299 **HOWARD HANNA (License # 0000189163):**  
300 By: B Serrano (License # 2016000572) Office: 2361 Phone: (440)258-1005



301 **ACCEPTANCE:** SELLER accepts the above offer and hereby instructs the Escrow Agent to pay from SELLER'S  
302 escrow funds a brokerage commission of \$225, if the property is listed with Howard Hanna, and 3/2 % of the  
303 purchase price to Howard Hanna, 6000 Parkland Blvd, 3rd Floor, Mayfield Heights, OH 44124

304 Listing Broker: \_\_\_\_\_ License # \_\_\_\_\_ Listing Agent: Tim Debronsky License # 2012003122

305 **SELLER:** Pennie Pennington Debronsky dotloop verified 11/01/17 5:23PM EDT YD5B-PHZW-XZRS-6LNF Address: 121 N. Leavitt Rd. #278  
306 Print name: Pennie Pennington Debronsky Amherst ZIP: 44001

307 **SELLER:** \_\_\_\_\_ Phone: 440-281-4747 Email: buckeyehomes@gmail.com  
308 Print name: \_\_\_\_\_ Date: \_\_\_\_\_

309 **COUNTER OFFER TERMS:** \_\_\_\_\_  
310  
311

312  
313 Sellers' signature \_\_\_\_\_ Date \_\_\_\_\_ Sellers' signature \_\_\_\_\_ Date \_\_\_\_\_  
 11/01/17  11/1/2017  
Purchase Agreement 10/15/15 Page 6 of 6 **SELLERS' INITIALS AND DATE** **BUYERS' INITIALS AND DATE** Form # 056-6  
JFD



VA/FHA ADDENDUM



This Addendum is made part of the Offer to Purchase and Acceptance by and between Alexis Rodriguez ("BUYER") and \_\_\_\_\_ ("SELLER") for the property known as 6313 Fiesta Ct., Lorain, OH 44053, Ohio, (the "Property"), with offer dated \_\_\_\_\_ ("Agreement"). The parties agree that the financing for the property referenced above shall be secured through a (check one):  VA  FHA mortgage loan.

FHA ADDENDUM: It is expressly agreed that notwithstanding any other provisions of this contract, BUYER shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless BUYER has been given in accordance with HUD FHA or VA requirements a written statement by the Federal Housing Commission, Veterans Administration, or a Direct Endorsement lender setting forth the appraised value of the Property not less than \$164,000.00. BUYER shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage that the Department of Housing and Urban Development will insure; HUD does not warrant the value or the condition of the Property. BUYER should satisfy himself/herself that the price and condition of the Property are acceptable.

FHA CERTIFICATION: We, the undersigned, the BUYER, the SELLER, and the real estate licensee(s) involved in this transaction each certify that the terms of the contract for purchase are true to the best of our knowledge and belief and that any other agreement entered into by any of these parties in connection with this transaction is attached to the sales agreement.

VA ADDENDUM: It is expressly agreed that notwithstanding any other provisions of this contract, BUYER shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless BUYER has been given in accordance with HUD FHA or VA requirements a written statement by the Federal Housing Commission, Veterans Administration, or a Direct Endorsement lender setting forth the appraised value of the Property not less than \$ \_\_\_\_\_. BUYER shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage that the Department of Housing and Urban Development will insure; HUD does not warrant the value or the condition of the Property. BUYER should satisfy himself/herself that the price and condition of the Property are acceptable.

CERTIFICATION OF SELLER FOR FHA/VA INSURED MORTGAGE TRANSACTION: I certify that the terms of the sales contract dated \_\_\_\_\_ are true to the best of my knowledge and belief and that there are no other agreements between me, the Buyers or real estate licensee(s), except those attached to the sales contract. I certify that I have no knowledge of any loans that have or will be made to the Borrower(s), or loans that have or will be assumed by Borrower(s) for purposes of financing this transaction, other than those described in the sales contract, including addenda. I certify that I have not nor will I pay or reimburse the Borrower(s) for any part of the cash down payment. I certify that I have not nor will I reimburse the Borrower(s) for any part of the Borrower's closing costs which have not been previously disclosed in the sales contract, including any addenda.

POINTS, CLOSING COSTS, AND ASSESSMENTS: SELLER shall pay \$4,500.00 towards BUYER'S points and/or closing costs, and/or prepaids to the extent permissible by VAFHA regulations. SELLER also agrees to pay any closing costs that are ordinarily chargeable to the BUYER, but which are not collectible from BUYER by reason of government regulations. The parties acknowledge that special assessments must be paid in full at closing by SELLER unless BUYER has obtained written authorization from the lender and housing agencies. The BUYER may assume annual assessments by written agreement of the parties. The parties acknowledge and agree that, pursuant to lender regulations, no administrative or processing fees shall be charged to BUYER by Howard Hanna or any other broker in connection with a VA loan.

PEST INSPECTION: A pest inspection by a licensed pest inspector will be required before closing on all VA loans and on FHA loans if required by the appraiser. Active wood infestation or damage reported must be treated and or repaired prior to loan closing. The parties agree that the real estate licensee(s), lender, and FHA are not responsible for the accuracy of the report, the treatment or repair of any active infestation, or any ensuing damage.

SELLER: Pennie Pennington Debronsky, dotloop verified 11/01/17 5:23PM EDT YRBQ-7DW6-N1DB-7IWB, DATE

DocuSigned by: Alexis Rodriguez, 11/1/2017, BUYER Alexis Rodriguez, DATE

Listing Agent: Tim Debronsky, dotloop verified 11/01/17 5:20PM EDT HQ5K-DM97-UELD-96PA, DATE

BUYER: [Signature], DATE 11/1/17, Selling Agent B Serrano, DATE

Listing Broker: \_\_\_\_\_, DATE

Selling Broker: \_\_\_\_\_, DATE

WARNING: Section 1010 of Title 18, U.S.C. "Federal Housing Administration Transaction" provides: "Whoever, for the purpose of influencing in any way the action of such Administration, makes, passes, utters, or publishes any statement, knowing the same to be false, shall be fined not more than \$5,000.00 or imprisoned not more than two years, or both." Other federal statutes provide severe penalties for any fraud or intentional misrepresentation made for the purpose of influencing the issuance of any guaranty or insurance or the making of a loan by the Administrator for Veterans Affairs.

LENDER REQUIRES ORIGINAL ADDENDUM.



### AMENDMENT TO OFFER TO PURCHASE AND REMOVAL OF CONTINGENCY



This is an Amendment to the Offer to Purchase Real Estate and acceptance ("Agreement") between Alexis Rodriguez (BUYER) and \_\_\_\_\_ (SELLER) for the property located at 6313 Fiesta Ct. Lorain 44053, Ohio, with contract dated \_\_\_\_\_. The parties hereby agree as follows:

1. **FINANCING CONTINGENCIES:** The following financing contingencies are hereby removed:

- a. First Mortgage Loan Commitment
- b. Other: \_\_\_\_\_

2. **INSPECTION CONTINGENCIES:**

- |  |                                  |  |
|--|----------------------------------|--|
| a. General Home Inspection:                  | <input type="checkbox"/> Removed | <input checked="" type="checkbox"/> Removed subject to the conditions below. |
| b. Septic System Inspection:                 | <input type="checkbox"/> Removed | <input type="checkbox"/> Removed subject to the conditions below.            |
| c. Well Water Flow Rate:                     | <input type="checkbox"/> Removed | <input type="checkbox"/> Removed subject to the conditions below.            |
| d. Well Water Bacteria Test:                 | <input type="checkbox"/> Removed | <input type="checkbox"/> Removed subject to the conditions below.            |
| e. Other Well Water Tests:                   | <input type="checkbox"/> Removed | <input type="checkbox"/> Removed subject to the conditions below.            |
| f. Termite/Pest Inspection:                  | <input type="checkbox"/> Removed | <input type="checkbox"/> Removed subject to the conditions below.            |
| g. Radon:                                    | <input type="checkbox"/> Removed | <input type="checkbox"/> Removed subject to the conditions below.            |
| h. Lead Paint Inspection or Risk Assessment: | <input type="checkbox"/> Removed | <input type="checkbox"/> Removed subject to the conditions below.            |
| i. Mold:                                     | <input type="checkbox"/> Removed | <input type="checkbox"/> Removed subject to the conditions below.            |
| j. Other: _____                              | <input type="checkbox"/> Removed | <input type="checkbox"/> Removed subject to the conditions below.            |

Condition(s): 1. Electrical Panel to be inspected/repared by a certified licensed electrician. 2. Install CO Detectors to hall area leading to bedrooms and basement. 3. Install Smoke Detectors to basement and all rooms.

\*Radon Machine to be picked up on Thursday, November 2 between 4:30-6:30. Removal for that is pending results.

3. **OTHER CONTINGENCIES:** The following other contingencies are also hereby removed:

- \_\_\_\_\_
- \_\_\_\_\_

All other terms and conditions of the Agreement shall remain in full force and effect.

*Pennie Pennington Debronsky*  
dotloop verified  
11/01/17 5:23PM EDT  
CJOY-EZUE-L7H5-N1CW

SELLER \_\_\_\_\_ DATE \_\_\_\_\_

DocuSigned by:  
*Alexis Rodriguez* 11/1/2017

BUYER Alexis Rodriguez DATE \_\_\_\_\_

SELLER \_\_\_\_\_ DATE \_\_\_\_\_

BUYER \_\_\_\_\_ DATE \_\_\_\_\_



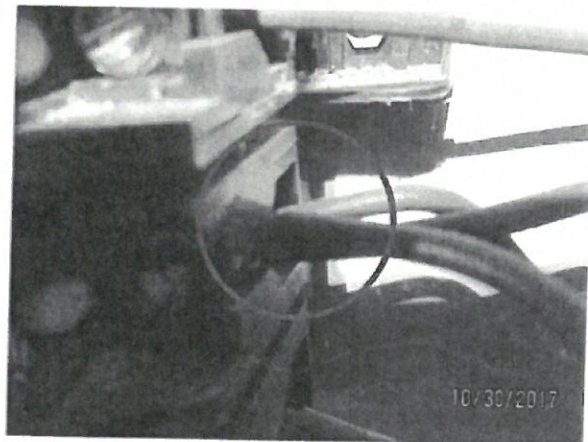
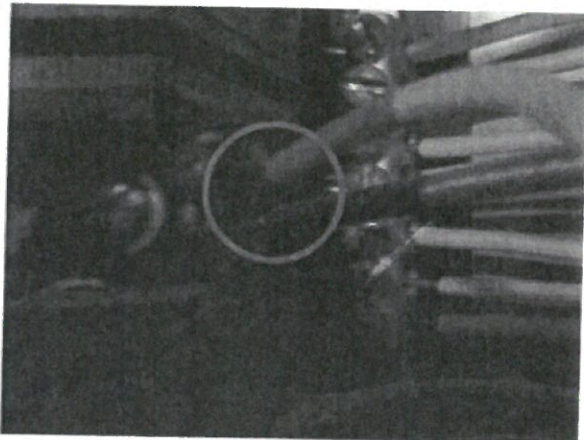
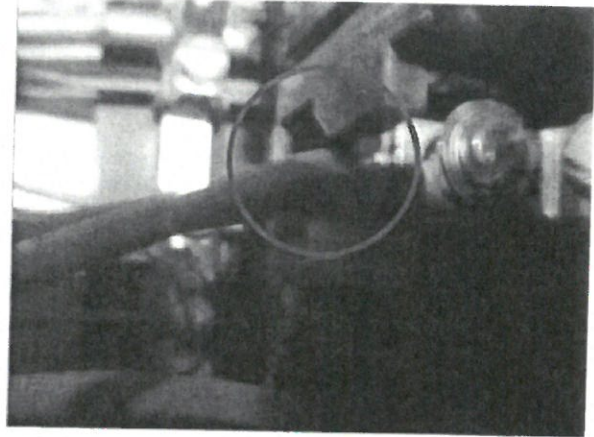
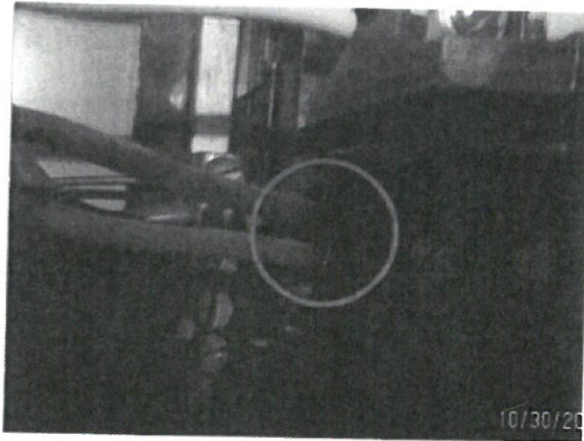
# Extended Full Home Inspection Summary Report

We have identified various items on the subject structure that either require maintenance now or require periodic maintenance in the normal course of ownership. This is only a summary report and is intended as a guide to be used in both short and long term scheduling of maintenance items. Please read the complete report carefully as additional information and details are contained therein. It is always advisable to use experienced tradespeople or a qualified handyperson when contracting for work that may not be within the scope of your capabilities.

## 1. Electrical Service - Panel Cover(s) Removed

Yes

There are 3 double-taps and 1 triple tap in the panel. Breakers are made for single wire connection only unless specifically noted. Recommend these all be evaluated and all necessary corrections/repairs be by an electrician.



triple-tap

## 2. Structure Perimeter Exterior - Proper Earth-Wood Clearance

No

There should be no contact between the earth and the exterior surface material to prevent wood deterioration and a conducive condition for pest infestation. The inspector recommends providing at least four to six inches of clearance between the earth and the siding material as a preventive maintenance measure wherever possible.



HOME INSPECTION

# Home Inspection Details

(Italicized comments also appear in the summary report)

**2. Description**

Wood Framed

**3. Bedroom(s)**

Bedroom(s) 3

**4. Bathroom(s)**

Bathroom(s) 3

**5. Other Room(s)**

LR, DR

**6. Remodel/Modernization Evident**

Yes

It appears that a number of updates and modifications have been made to the original structure at some time during the life of the structure. The home has been completely remodeled inside (flooring, kitchen appliances, cabinetry, counter tops), windows have been replaced, the roof was reported to be only 3 years old and the basement was reported to have been waterproofed in 2000. The inspector recommends questioning the seller to determine if any of the updates were performed during their ownership, whether any permits were needed and if so obtained, as well as who performed the updates. In addition, requesting any warranty information on materials or workmanship is recommended.

**7. Repairs Evident**

No

**8. Insulating Rating Evident**

No

**9. Insulation**

Not Visible in Walls

**10. Smoke Detector(s)**

Maintenance

The smoke detector(s) installed are functional but do not provide the minimum desired coverage. Functional smoke/fire detectors are recommended inside and outside the sleeping areas for increased safety awareness. The accessible smoke detectors' alarms were tested and found to be functional at the time of the inspection. This is NOT an evaluation to determine if each unit is capable of detecting smoke. Also any units greater than 10 years of age should be replaced as they are considered to be at the end of their service life. The inspector recommends testing the units every month to identify the functional operation of each detector.

**11. Alarm/Security System**

None

**12. Carbon Monoxide Detector(s)**

Maintenance

This structure is equipped with a single carbon monoxide detector. Carbon monoxide detectors are recommended in all homes where there is a possible source of CO present in the home, such as gas burning appliances, water heaters, and heating systems. Some jurisdictions now require installation of CO detectors in homes. The inspector recommends that one or more CO detectors with battery backups be installed in the structure according to jurisdictional and manufacturer recommendations.

**13. Windows, Latches/Locks**

Satisfactory

A random test of a representative number of windows was done to see if they could be latched or locked. At the time of this inspection those latches and locks appeared to be satisfactory. This is a random test and in no way a guarantee that all window latches and locks are functional. Most windows will need periodic adjustment.

**14. Asbestos Noted**