

OFFER TO PURCHASE REAL ESTATE AND ACCEPTANCE

1	BUYER: The undersigned Michael Miller and Maggie Miller		offers to	buy the follo	owing
2	described property located at: 3616 Norwood Rd, Shaker Heights, OH	H 44122			,
3	, Ohio, (the "Property"		No 736-25-028		
4 5 6	The Property, which BUYER accepts in its "AS IS" PRESENT PHYS rights, privileges and easements, and all buildings and fixtures, incl all electrical, heating, plumbing and bathroom fixtures; all window	uding such of the folloand door shades, I	owing as are now blinds, awnings,	on the Pro	operty: storm
PD 03/21/18 TD	windows, curtain and drapery fixtures; all landscaping, disposicontrols; all permanently attached carpeting. The following items shall ☐ microwave; ☐ kitchen refrigerator; ☐ dishwasher; ☐ washer; ☐ dry air conditioning; ☐ gas grill; ☐ fireplace tools; ☐ screen; ☐ glass documents.	also remain: □satelli er; □ radiator covers ors□ fireplace grates	te dish; ⊠ range ar ; ⊡ window air con	nd oven; ditioner; ☑ d	central
03/21/18 MM	☑ceiling fan(s); ☐wood burner stove inserts☐ gas logs; and ☐water		JED.		
03/21/18 0:10AM FDT	Also included: PROPERTY TO BE CITY POINT OF SALE COMPLIAN	II PRIOR IO IRANSE	EK		
MM	NOT included: Kitchen wine fridge				
03/21/18 0:02ÅM EDT					
15 16 17 18	SECONDARY OFFER: This □ is ☑ is not a secondary offer. This secupon BUYER'S receipt of a signed copy of the release of the primary chall have the right to terminate this secondary contract at any time p primary contract by delivering written notice to the SELLER or to SEL	contract on or before _ rior to BUYER'S rece	ipt of said copy of	B the release	UYER of the
19	four (4) days of becoming the primary contract.			MM	M
20 21	PRICE: BUYER shall pay the sum of payable as follows:	\$ <u>295 000.00</u>		03/21/18 9:02AM EDT	03/21/1 9:10AM E
22 23 24	Earnest Money paid to Escrow Agent, as defined below, or Broker (the "Depository") will be deposited in a non-interest bearing trust account and credited against purchase price:	\$2500.00		<u>. </u>	
25 26	☑ Check to be made payable to Escrow Agent or Broker and deposited within four (4) Days from the date of Agreement, as def				
27 28	☐ Note to be redeemed and deposited within four (4) Days from the NOTE: Ohio law requires deposits to an Escrow Agent in excess	date of Agreement.	nveyed by wire tr	ansfer.	
29	Cash down payment to be deposited in escrow via wire transfer:	\$_50%		_	
30	Mortgage loan to be obtained by BUYER:	\$_50%		_	
31	☑CONVENTIONAL ☐FHA ☐V, ☐CASH ☐OTHER				<u> </u>
32 33	FINANCING: This offer is conditioned upon BUYER making written app days after Acceptance, as hereinafter defined, and obtaining	olication for the above	mortgage loan witl	hin <u>5 BANKI</u>	NG
34 35 36	04/19/2018 If, despite BUYER'S good faith effor AGREEMENT shall be null and void. Upon signing of a mutual release be returned to the BUYER upon confirmation that the deposit has cle	ts, that commitment by SELLER and BUY	is not timely ob ER, the earnest m	otained, the noney depos	n this it shall
37 38	other or to Broker and their agents. NOTE: In the event of a disput Escrow Agent or Broker (the "Depository") is required by Ohio law to	te between the partie maintain such funds	s regarding the earling its trust account	arnest mone t until its rec	ey, the eipt of
39 40	(a) written mutual authorization of both parties specifying disbursem earnest money is to be awarded. If within two years from the date the				
41 42	parties have not provided the Depository with such signed instructio dispute has been filed, the Depository shall return the earnest money	ns or written notice t	hat such legal act	tion to resol	
43	CLOSING: All funds and documents necessary for the completion of	this transaction shall	be placed in escro	w with the le	ending
44	institution or escrow agent on or before 04/27/2018	and title sl	hall be transferr	ed on or	about
45	04/27/2018				
46 47	POSSESSION: SELLER shall deliver possession and occupancy to recording of the Deed or, where, where		-		
48	the date of title transfer, and BUYER agrees to transfer utilities as of the log of the		r. 70	intain utilitles	ο αρ ιυ
	BUYERSINITIACYDATE		EDERS IN HIME DAT	E	

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TITLE: SELLER shall convey marketable title to BUYER by general warranty deed and/or fiduciary deed, if required, with release of dower, free and clear of all liens and encumbrances whatsoever, except (a) any mortgage assumed by BUYER; 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 Owner's Fee Policy of Title Insurance from Greater Cleveland Title LLC, Agent for Title Alliance LLC

MUTUAL TITLE AGENCY American Patriot

(the "Economy Agent") in the amount of the purchase price with seet of



or (the "Escrow Agent") in the amount of the purchase price with cost of the insuring premium split equally between SELLER and BUYER. 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 reduction in the purchase price or b) terminate this Agreement, in which case neither BUYER, SELLER nor any Broker or agents shall have any further liability to each other, and BUYER and SELLER agree to sign a mutual release, whereupon Broker shall return the earnest money to BUYER.



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BUYER shall pay the following through escrow (unless prohibited by VA/FHA regulations): a) one-half of the escrow fee; b) one-half the cost of insuring premiums for Owners Fee Policy of Title Insurance; c) all recording fees for the deed and any mortgage; and d) a commission of \$199 if BUYER is represented by Keller Williams Realty Greater Cleveland, and e) other

BUYER acknowledges the availability of a LIMITED HOME WARRANTY PROGRAM with a deductible paid by BUYER which will will not be provided from APHW at a cost of \$_435.00 , which shall be charged to SELLER BUYER through escrow at title transfer. The parties acknowledge that the limited home warranty does not cover pre-existing defects in the Property and that Broker may receive a fee from the warranty provider. SELLER hereby authorizes the Escrow Agent to send a final copy of SELLER's executed Closing Disclosures to the Listing Broker Selling Broker upon title transfer. BUYER hereby authorizes the Escrow Agent to send a final copy of BUYER'S executed Closing Disclosure to the Listing Broker Selling Broker upon title transfer.

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

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





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108	CHO	CE	INSPECTION	EXP	ENSE
109	Yes	No		BUYER	SELLER
110	\checkmark		GENERAL HOME days	abla	
111			SEPTIC SYSTEM days		
112			WATER POTABILITYdays		
113			WELL FLOW RATE days		
114			RADON days		
115			MOLDdays		
116			PEST/WOOD DESTROYING INSECTSdays		
117			LEAD-BASED PAINTdays		
118	\checkmark		OTHER <u>10</u> days	\checkmark	
119	(Spec	cify) WHATEVER IS	S DEEMED NECESSARY BY GENERAL HOME INSPECTOR		

PEST/WOOD DESTROYING INSECTS: If selected above, an inspection of all structures on said premises shall be made by a licensed inspection or exterminating agency expense and such agency's written report shall be made available to the BUYER before closing. If such report shows existing infestation or damage by pests, termites or wood destroying insects, treatment of the condition shall be made by a licensed exterminating agency which shall furnish a certificate of guarantee for a period of at least one year in the case of termites and a certificate of guarantee for a period of at least sixty (60) days in the case of wood destroying insects. ALL REPAIRS AND TREATMENT COSTS SHALL BE PAID BY THE

BUYER OR

SELLER (unless FHA/VA regulations prohibit payment of inspection by BUYER, in which case SELLER shall pay the cost.) This AGREEMENT may be voided by the party paying for the repair and treatment if the cost exceeds \$500.00.

LEAD BASED PAINT: If selected above, BUYER shall have the right to have a risk assessment or inspection of the Property by a qualified inspector, for the presence of lead-based paint and/or lead based paint hazards at BUYER'S expense within ten (10) days after formation of a binding AGREEMENT. See EPA pamphlet "Protect Your Family from Lead in Your Home" for more information.) In the event existing deficiencies or corrections are identified by the inspector in a written report, then BUYER shall have the right to terminate the AGREEMENT or request that the SELLER repair the specific existing deficiencies noted on the written inspection report. In that event, BUYER agrees to immediately provide SELLER with a copy of the written inspection and/or risk assessment report. Upon receipt of the inspection report and BUYER'S request of repairs, SELLER will have the option to either agree to correct the deficiencies identified in the inspector's written report or decline to do any repairs. If SELLER elects to correct the deficiencies, SELLER agrees to provide to BUYER prior to Title Transfer with a certificate from a qualified 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. BUYER may remove this right of inspection at any time without SELLER'S consent.

WAIVER 03/20/18 (initials) BUYER elects to waive each professional inspection to which BUYER has not indicated "YES." Any failure by BUYER to perform any inspection indicated "YES" herein is a waiver of such inspection and shall be deemed absolute acceptance of the Property by BUYER in its "AS IS" condition.

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

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

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

03/20/18 / 03/20/18 BOYERS INITIAL/DATE 03/21/18 / 03/21/18
SE44PERS INITIAL/DATE

	Property Address: 3616 Norwood Road Shaker Hts Oh 44122
	MAN MAN
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162	BUYER has 03/20/18 03/20/18 (BUYER'S initials) received a copy of the EPA pamphlet entitled "PROTECT YOUR FAMILY FROM
163	LEAD IN YOUR HOME and a copy of the "DISCLOSURE ON LEAD-BASED PAINT AND/OR LEAD BASED PAINT HAZARDS."
164	BUYER HAS NOT (BUYER'S initials) received a copy of the EPA pamphlet entitled "PROTECT YOUR FAMILY
165	FROM LEAD IN YOUR HOME" and a copy of the "DISCLOSURE ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT
166	HAZARDS (disclosure form)."
167	This offer is subject to SELLER completing the disclosure form and BUYER'S review and approval of the information contained
168	on the disclosure form within XXX days from receipt.
169	MEGAN'S LAW: SELLER warrants that SELLER has disclosed to BUYER all notices received from the local Sheriff's department
170	pursuant to Ohio's sex offender law. BUYER acknowledges that any such information may no longer be accurate and agrees to
171	inquire with the local sheriff's office about sex offender registration. BUYER agrees to rely on solely BUYER'S own inquiry with
172	the local sheriff's office or Ohio Attorney General's office as to registered sex offenders, and not SELLER or any broker or agent.
170	CONDITION OF PROPERTY: BUYER has examined the Property and agrees that the Property is being purchased in its "AS IS"
173	PRESENT PHYSICAL CONDITION, including any defects disclosed by SELLER on the State of Ohio Residential Property
174 175	Disclosure Form. SELLER agrees to notify BUYER in writing of any additional disclosure items that arise between the date of
175 176	Acceptance as herein defined and the date of recording of the deed.
177	BUYER HAS (BUYER'S initials) received a copy of the Residential Property Disclosure Form signed by
178	SELLER on03/19/2018 (date) prior to writing this offer.
	_
179	BUYER HAS NOT (BUYER'S initials) received a copy of the Residential Property Disclosure Form. This
180	offer is subject to the SELLER completing the Residential Property Disclosure Form and BUYER'S review and approval of the
181	information contained on the disclosure form within $XXXX$ days from receipt. SELLER shall pay all costs for the repair of any
182	water or gas line leak found between the street and foundation at the time of transfer or restoration of utilities. SELLER agrees
183	to comply with any and all local governmental point of sale laws and/or ordinances. SELLER will promptly provide BUYER
184	with copies of any notices received from government agencies to inspect or correct any current building code or health violations.
185	If applicable, BUYER and SELLER shall have five (5) days after receipt by BUYER of all notices to agree in writing which
186	party will be responsible for the correction of any building code or health violation(s). In the event BUYER and SELLER cannot
187	agree in writing, this AGREEMENT may be declared null and void by either party.
400	DEDDECENTATIONS AND DISCUALMEDS. DUVED asknowledges that SELLED has asknowledged the Ohio Davidantial Despert.
188	REPRESENTATIONS AND DISCLAIMERS: BUYER acknowledges that SELLER has completed the Ohio Residential Property
189	Disclosure Form and agrees to hold the Broker(s) and their agents harmless from any misstatements, errors or omissions made by SELLER. BUYER also acknowledges and agrees that the Broker(s) and their agents have no obligation to verify or investigate
190 191	the information provided by SELLER on that form and cannot guarantee that it is accurate or complete. BUYER has not relied
192	on any representation by the Broker(s) and/or any agent(s) regarding the use or condition of the Property, whether verbal or
193	written, including without limitation as to square footage, zoning, lot dimensions, homeowners' fees, public and private
194	assessments, utility bills, taxes or special assessments except as listed below (if none, indicate "none"):
195	NONE
196	The parties acknowledge and agree that Keller Williams Realty Greater Cleveland does not promote, endorse or approve of the
197	referral or recommendation by its agents of any independent business in which the agent and/or any member of the agent's
198	family has an ownership interest or from which the agent or any member of the agent's family receives any benefit or
199	compensation.
200	DAMAGE: If improvements to the Property are destroyed or damaged in excess of ten percent (10%) of the purchase price prior
201	to title transfer, then BUYER may either accept the insurance proceeds for said damage and complete this transaction or
202	terminate this Agreement and receive the return of all deposits made. If such damage is less than ten percent of the purchase
203	price, then SELLER shall restore the Property to its prior condition.
204	
205	ELECTRONIC DATA SECURITY: The parties agree to confirm wire instructions directly with the lender or Escrow Agent using
206	an independently verified telephone number. Keller Williams Realty Greater Cleveland's agents and employees will never ask
207	any party to wire funds or to supply credit or debit card, routing, or bank account numbers. The parties hereby agree to release
208	the brokers and agents involved in this transaction from any and all liability related to any unlawful breach of electronic data by a
209	third party.
240	DINDING ACREMENT. For purposes of this Agreement "Dave" shall be defined as salendar dave "Acceptage" - 1-11-11-11-11-11-11-11-11-11-11-11-11
210 211	BINDING AGREEMENT: For purposes of this Agreement, "Days" shall be defined as calendar days. "Acceptance" shall occur when the latter of the parties signs this Agreement without making material change and then delivers either written or verbal
211 212	notice of such signatures to the other party or the other party's agent. Upon Acceptance, this offer and all attachments and
212	addenda, shall become an Agreement binding on BUYER and SELLER, their heirs, executors, administrators, and assigns. This
213 214	Agreement shall be made part of or be used as the escrow instructions and shall be subject to the Escrow Agent's standard
214	conditions of escrow not inconsistent herewith. The terms and conditions of this Agreement to be performed by SELLER shall
216	<u>survive delivery and recording of the Deed.</u> This Agreement may be executed by electronic or digital signature of each of the
	MM MM PD PD

Revised 10.27.17

agreement between the par	ties, and there are no other re	epresentations, warı	onic means. This Agreement represents the eranties or understandings between them, exceed the ect any questions of law to any attorney.
ADDENDA: The terms an	d conditions in the attached	I addenda ☑ Agen	cy Disclosure Form ☑ Ohio Residential Pro
			ction" Condominium Addendum Condom
•	•		Addendum House Sale Concurrency Adde
			a supersede any conflicting terms of the Agree
Michael Miller	dotloop verified 03/20/18 10:384M EDT KZ7D-AFWT-CCJI-NQPX	lions of any addenda	a supersede any conflicting terms of the Agreer anselwanab@yahoo.com
(BUYER)	KZ7D-AFWT-CCJI-NQPX	Date	(E-MAIL ADDRESS)
Margaret Miller	dotloop verified 03/20/18 11:03AM EDT	24.5	maggiemiller212@yahoo.com
(BUYER)	LUI	Date	(E-MAIL ADDRESS)
(ADDRESS AND ZIP CODE	=)		(TELEPHONE)
			□note (CHECK ONE, made payable to □Esc
funds a commission of $\underline{\underline{PER}}$ of the purchase price to I	MLS Keller Williams Realty Grea		Phone: Phone: s the escrow agent to pay from SELLER'S es percent (3/2 9225 Chagrin Blvd., Cleveland, Ohio 44122
			percent of the purchase pr
address)			(cooperating broker, if any, at the follow
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