



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.)

Property Address: 13313 Orme Road, Garfield Heights, OH 44125

Buyer(s): US Real Estate LLC

Seller(s): iPlan Group LLC Agent for Custodian FBO David Ellenberger IRA

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by _____, and _____
AGENT(S) BROKERAGE

The seller will be represented by Tim Debronsky, and Realty Trust Services
AGENT(S) 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 Agent(s) _____ work(s) for the seller. Unless personally 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 _____ and _____ will be working for both the buyer and seller as "dual agents". Dual agency is 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:* _____

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) _____ and real estate brokerage _____ will

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.

Rupinder Gill
BUYER/TENANT
dotloop verified 10/15/18 11:05AM EDT RRA4-Z6JK-MWVB-B743
DATE

David Ellenberger
SELLER/LANDLORD
dotloop verified 10/12/18 3:27PM EDT K8CB-GKMH-HUIR-I3WA
DATE

BUYER/TENANT DATE

SELLER/LANDLORD 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



Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Property Address: 13313 Orme Road, Garfield Heights, OH 44125

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 paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) Seller has provided the buyer 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 hazards.

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.

 dotloop verified 10/15/18 11:05AM EDT ZQZF-GMAF-TRH5-S79E

BUYER DATE

 DATE

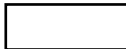
BUYER DATE

 DATE

AGENT DATE

 dotloop verified 10/12/18 3:27PM EDT SKXY-X5GF-QYQU-SJ4A

SELLER DATE

 DATE

SELLER DATE

 dotloop verified 10/12/18 12:16PM EDT UZJL-QEHX-US0G-FSHX

AGENT DATE



STATE OF OHIO
DEPARTMENT OF COMMERCE

2013

RESIDENTIAL PROPERTY DISCLOSURE FORM

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

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

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

OWNER INSTRUCTIONS

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

Owner's Initials Date _____
10/12/18 3:27PM EDT dotloop verified

Purchaser's Initials Date _____
10/12/18 11:05AM EDT dotloop verified

STATE OF OHIO DEPARTMENT OF COMMERCE

RESIDENTIAL PROPERTY DISCLOSURE FORM

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

TO BE COMPLETED BY OWNER (Please Print)

Property Address: 13313 Orme Road, Garfield Heights, OH 44125

Owners Name(s): iPlan Group LLC Agent for Custodian FBO David Ellenberger IRA

Date: 10/12/2018

Owner [] is [X] is not occupying the property. If owner is occupying the property, since what date: If owner is not occupying the property, since what date: Never

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

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

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

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

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

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

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

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

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

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

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

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

Owner's Initials [Signature] Date []

Purchaser's Initials [Signature] Date []

Property Address 13313 Orme Road, Garfield Heights, OH 44125

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

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

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

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

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

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

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

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

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

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

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

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

Owner's Initials Date _____
Owner's Initials Date _____

Purchaser's Initials Date _____
Purchaser's Initials Date _____

Property Address 13313 Orme Road, Garfield Heights, OH 44125

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

If "Yes", please describe: _____

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

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

J) FLOOD PLAIN/LAKE ERIE COASTAL EROSION AREA:

Is the property located in a designated flood plain?

Yes No Unknown
Yes No Unknown

Is the property or any portion of the property included in a Lake Erie 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 No

If "Yes", please describe and indicate any repairs, modifications or alterations to the property or other attempts to control any problems (but not longer than the past 5 years): _____

L) ZONING/CODE VIOLATIONS/ASSESSMENTS/HOME OWNERS ASSOCIATION: Do you know of any violations of building or housing codes, zoning ordinances affecting the property or any nonconforming uses of the property? Yes No

If "Yes", please describe: _____

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

If "Yes", please describe: _____

Do you know of any recent or proposed assessments, fees or abatements, which could affect the property? Yes No

If "Yes", please describe: _____

List any assessments paid in full (date/amount) _____

List any current assessments: _____ monthly fee _____ Length of payment (years _____ months _____)

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

If "Yes", please describe (amount) _____

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

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

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

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

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

Owner's Initials DF Date _____

Purchaser's Initials RL Date _____

Owner's Initials Date _____

Purchaser's Initials Date _____

Property Address 13313 Orme Road, Garfield Heights, OH 44125

CERTIFICATION OF OWNER

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

OWNER: *David Ellenberger* dotloop verified
10/12/18 3:27PM EDT
2YVD-G52A-LJKH-X1C5

OWNER:

RECEIPT AND ACKNOWLEDGEMENT OF POTENTIAL PURCHASERS

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

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

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

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

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

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

PURCHASER: *Repinder Gill* dotloop verified
10/15/18 11:05AM EDT
8BCW-F4GV-BHXH-IHU7

PURCHASER:

RESIDENTIAL PURCHASE AGREEMENT
OFFER, RECEIPT AND ACCEPTANCE

1 **BUYER:** The undersigned US Real Estate LLC offers to buy the

2 **PROPERTY:** Located at 13313 Orme Road,

3 City Garfield Heights, Ohio, Zip Code 44125.

4 Permanent Parcel No. 543-25-023, and further described as being: 3 Bd, 1 Ba 1 Car detached

5 garage

6 The property, which Buyer accepts in its "AS IS" PRESENT PHYSICAL CONDITION, shall include the land, all
7 appurtenant rights, privileges and easements, and all buildings and fixtures, including such of the following as are
8 now on the property: all electrical, heating, plumbing and bathroom fixtures; all window and door shades, blinds,
9 awnings, screens, storm windows, curtain and drapery fixtures; all landscaping, disposal, TV antenna, rotor and
10 control unit, smoke detectors, garage door opener(s) and _____ controls; all permanently attached carpeting. The
11 following selected items shall also remain: satellite dish; range and oven; microwave; kitchen
12 refrigerator;
13 dishwasher; washer; dryer; radiator covers; window air conditioner; central air conditioning;
14 gas grill; fireplace tools; screen, glass doors and grate; all existing window treatments;
15 ceiling fan(s); wood burner stove inserts; gas logs; and water softener.

16 Also included: _____

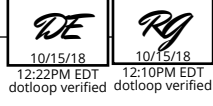
17 Fixtures NOT Included: _____

18 _____

19 **PRICE:** Buyer shall pay the sum of.....\$47,500

20 Earnest money payable to Innovative Title in the amount of \$ 1,000 Non-Refundable Deposit

21 In the form of a check other: _____ which shall be
22 redeemed immediately upon receipt of a binding agreement (as defined



23 on lines 216-224) and _____

24 Balance of cash to be deposited in escrow.....\$46,500

25 Mortgage loan to be obtained by Buyer.....\$ _____


26 Conventional, FHA, VA, Other CASH

27 Buyer to pay ALL closing costs

28 _____

29 **FINANCING:** Buyer shall make a written application for the above mortgage loan and provide documentation to
30 Seller of said application within N/A days and shall obtain a commitment for that loan no later than
31 _____ days after acceptance of this offer. If the closing date cannot occur by the date of closing due to
32 no fault of either party, any government regulation or lender requirement, the date of closing shall be extended for
33 the period necessary to satisfy these requirements, not to exceed fourteen (14) business days. At the Seller's
34 written election, if, despite Buyer's good faith efforts, that commitment has not been obtained, then this Agreement
35 shall be null and void. Upon signing of a *mutual release* by Seller and Buyer, the earnest money deposit shall be
36 returned to the Buyer without any further liability of either party to the other or to the Brokers and their agents. (see
37 line 205)

38 **CLOSING:** All funds and documents necessary for the completion of this transaction shall be placed in escrow
39 with the lending institution or escrow company on or before _____, and title shall be
40 recorded on or about 10/31/2018. Ohio law requires that closing funds over the amount of
41 \$1,000.00 be electronically transferred to the closing/escrow agent. Buyers are advised to consult their lender and
42 closing/escrow agent for wiring requirements to assure that funds are received in a timely manner.

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BUYER INITIALS AND DATE


SELLER INITIALS AND DATE

Property Address: 13313 Orme Road, Garfield Heights, OH 44125

43 **POSSESSION:** Seller shall deliver possession to Buyer of the property within 0 _____ days by 5 _____(time),
44 AM PM after the title has been recorded. Subject to Buyer's rights, if any, the premises may be occupied by
45 the Seller free for _____ days. Additional _____ days at a rate of \$ _____ per day. Insurance coverage
46 and payment and collection of fees for use and occupancy after recording of title are the sole responsibility of
47 Seller and Buyer.

48 **TITLE:** Seller shall convey a marketable title to Buyer by general warranty deed and/or fiduciary deed, if required,
49 with dower rights released, free and clear of all liens and encumbrances whatsoever, except a) any mortgage
50 assumed by Buyer, b) such restrictions, conditions, easements (however created) and encroachments as do not
51 materially adversely affect the use or value of the property, c) zoning ordinances, if any, and d) taxes and
52 assessments, both general and special, not yet due and payable. Seller shall furnish an Owner's Fee Policy of Title
53 Insurance in the amount of the purchase price. Seller shall have thirty (30) days after notice to remove title defects.
54 If unable to do so, Buyer may either a) accept Title subject to each defect without any reduction in the purchase
55 price or b) terminate this agreement, in which case neither Buyer, Seller nor any broker shall have any further
56 liability to each other, and both Buyer and Seller agree to sign a *mutual release*, releasing earnest money to Buyer.
57 (see line 205)

58 **PRORATIONS:** General taxes, annual maintenance fees, subdivision charges, special assessments, city and
59 county charges and tenant's rents, collected or uncollected, shall be prorated as of the date the title has been
60 recorded. Taxes and assessments shall be prorated based upon the latest available tax duplicate. However, if the
61 tax duplicate is not yet available or the improved land is currently valued as land only, taxes and assessments shall
62 be prorated based upon 35% of the selling price times the millage rate. The escrow agent is instructed to contact
63 the local governmental taxing authority, verify the correct tax value of the property as of the date the title has been
64 recorded and pay the current taxes due to the date the title has been recorded. If the property being transferred is
65 new construction and recently completed or in the process of completion at the time the agreement was signed by
66 the parties, the escrow agent is instructed to make a good faith estimate of the taxes to be owed on the value of the
67 improved property to the date the title has been recorded and reserve sufficient funds in escrow from Seller's net
68 proceeds to pay those taxes when they become due and payable after the title has been recorded. The escrow
69 agent is instructed to release the balance of the funds on reserve to Seller once they receive notice from the local
70 county auditor that the taxes on the land and improvements have been paid in full to the date the title has been
71 recorded. Buyer acknowledges that the latest available tax duplicate may not reflect the accurate amount of taxes
72 and assessments that will be owed. Seller agrees to reimburse Buyer directly outside of escrow for any increase in
73 valuation and the cost of all passed or levied, but not yet certified, taxes and assessments, if any, prorated to the
74 date the title has been recorded. Seller is not aware of any proposed taxes or assessments, public or private,
75 except the following: _____
76 _____

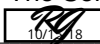
77 In the event the property shall be deemed subject to any agricultural tax recoupment (C.A.U.V.),


78 Buyer Seller agrees to pay the amount of such recoupment.

79 **CHARGES/ESCROW INSTRUCTIONS:** This agreement shall be used as escrow instructions subject to the
80 Escrow Agent's usual conditions of acceptance.

81 Seller shall pay the following costs through escrow: a) deed preparation b) real estate transfer tax, c) any amount
82 required to discharge any mortgage, lien or encumbrance not assumed by Buyer, d) title exam and one half the
83 cost of insuring premium for Owners Fee Policy of Title Insurance, e) pro-rations due Buyer, f) Broker's
84 commissions, g) one-half of the escrow fee (unless VA/FHA regulations prohibit payment of escrow fees by Buyer
85 in which case Seller shall pay the entire escrow fee), and h) _____.
86 Tenant security deposits, if any, shall be credited in escrow to the Buyer. The escrow agent shall withhold
87 \$ _____ from the proceeds due Seller for payment of Seller's final water and
88 sewer bills. Seller shall pay all utility charges to date of recording of title or date of possession whichever is later.

89 Buyer shall pay the following through escrow (unless prohibited by VA/FHA regulations): a) one-half of the escrow
90 fee b) one half the cost of insuring premiums for Owners Fee Policy of Title Insurance; c) all recording fees for the
91 deed and any mortgage, d) _____. If the closing
92 date cannot occur by the date of closing due to any government regulation or lender requirement, the date of
93 closing shall be extended for the period necessary to satisfy these requirements, not to exceed fourteen (14)
94 business days. The Selling and Listing Brokers request and the Seller(s) and Buyer(s) hereby authorize and


10/12/18
BUYER'S INITIALS AND DATE


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SELLER'S INITIALS AND DATE

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95 instruct the escrow agent to send a copy of their fully signed, Buyers and Sellers, Closing Disclosures and/or
96 Settlement Statements, if applicable, to their respective Broker(s) listed on this Agreement promptly after closing,
97 which Brokers may disburse to other parties to the transaction.

98 **HOME WARRANTY:** Buyer acknowledges that Limited Home Warranty Insurance Policies are available and that
99 such policies have deductibles, may not cover pre-existing defects in the property, and have items excluded from
100 coverage. Broker may receive a fee from the home warranty provider. Buyer does does not elect to secure a
101 Limited Home Warranty Plan issued by _____. The cost of \$ _____
102 shall be paid by Buyer Seller through escrow.

103 **INSPECTION:** This agreement shall be subject to the following inspection(s) by a qualified inspector of
104 Buyer's choice within the specified number of days from acceptance of binding agreement. Buyer assumes
105 sole responsibility to select and retain a qualified inspector for each requested inspection and releases
106 Broker of any and all liability regarding the selection or retention of the inspector(s). If Buyer does not elect
107 inspections, Buyer acknowledges that Buyer is acting against the advice of Buyer's agent and Broker. Buyer
108 understands that all real property and improvements may contain defects and conditions that are not readily
109 apparent and which may affect a property's use or value. Buyer and Seller agree that the Broker(s) and their
110 agent(s) do not guarantee and in no way assume responsibility for the property's condition. Buyer acknowledges
111 that it is Buyer's own duty to exercise reasonable care to inspect and make diligent inquiry of the Seller or Buyer's
112 inspectors regarding the condition and systems of the property.

113 **Inspections required by any state, county, local government or FHA/VA do not necessarily eliminate the**
114 **need for the Inspections listed below.**

115 **Waiver** (initials) Buyer elects to waive each professional inspection to which Buyer has not indicated
116 "yes". **Any failure** by Buyer to perform any inspection indicated "yes" herein is a waiver of such inspection
117 and shall be deemed absolute acceptance of the property by Buyer in its "as is" condition.

Choice	Inspections		Expense	
	Yes	No	BUYER	SELLER
120	<input type="checkbox"/>	<input checked="" type="checkbox"/>	GENERAL HOME _____ days from acceptance of Agreement	<input type="checkbox"/> <input type="checkbox"/>
121	<input type="checkbox"/>	<input checked="" type="checkbox"/>	SEPTIC SYSTEM _____ days from acceptance of Agreement	<input type="checkbox"/> <input type="checkbox"/>
122	<input type="checkbox"/>	<input checked="" type="checkbox"/>	WELL WATER..... _____ days from acceptance of Agreement (<input type="checkbox"/> flow, <input type="checkbox"/> potability)	<input type="checkbox"/> <input type="checkbox"/>
124	<input type="checkbox"/>	<input checked="" type="checkbox"/>	RADON..... _____ days from acceptance of Agreement	<input type="checkbox"/> <input type="checkbox"/>
125	<input type="checkbox"/>	<input checked="" type="checkbox"/>	MOLD..... _____ days from acceptance of Agreement	<input type="checkbox"/> <input type="checkbox"/>
126	<input type="checkbox"/>	<input checked="" type="checkbox"/>	PEST/ WOOD DESTROYING INSECTS _____ days from acceptance of Agreement	<input type="checkbox"/> <input type="checkbox"/>
127	<input type="checkbox"/>	<input checked="" type="checkbox"/>	OTHER..... _____ days from acceptance of Agreement	<input type="checkbox"/> <input type="checkbox"/>

129 (list other inspections) _____

- 130 Within three (3) days after completion of the last inspection, Buyer shall elect one of the following:
- 131 a. Remove the inspection contingency and accept the property in its "as is" present physical condition. If the
132 property is accepted in its "as is" present physical condition, Buyer agrees to sign an *Amendment to the*
133 *Residential Purchase Agreement* removing the inspection contingency and this agreement will proceed in
134 full force and effect; **OR**
 - 135 b. Accept the property subject to Seller agreeing to have specific items that were identified in a written
136 inspection report, if requested, repaired by a qualified contractor in a professional manner at Seller's
137 expense. If the property is accepted subject to the Seller repairing specific defects, Buyer agrees to provide
138 Seller with a copy of all inspection reports, if requested, and sign an *Amendment to the Residential*
139 *Purchase Agreement* removing the inspection contingency and identifying the defects which are to be
140 repaired. Seller and Buyer have five (5) days from Seller's receipt of the written list of defects and the
141 inspection report(s), if requested, to agree in writing which defects, if any, will be corrected at Seller's
142 expense. If a written agreement is not signed by Seller and Buyer within those five (5) days, this agreement
143 is null and void and Seller and Buyer agree to sign a *mutual release*, with the earnest money being returned

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144 to the Buyer. (see line 205) The Buyer and Seller can mutually agree in writing to extend the dates for
145 inspections, repairs, or to exercise their right to terminate the Agreement. Seller agrees to provide
146 reasonable access to the property for Buyer to review and approve any conditions corrected by Seller, **OR**
147 Terminate this agreement if written inspection report(s) identify material latent defects not previously
148 disclosed in writing by the Seller and/or any cooperating real estate broker. If Buyer elects to terminate this
149 agreement based upon newly discovered material latent defects in the property, Buyer agrees to provide a
150 copy of the written inspection report(s), if requested, to the Seller, and both parties agree to sign a *mutual*
151 *release*. The earnest money will be returned to the Buyer without any further liability of either party to the
152 other or to the broker(s) (see line 205).

153 **MEGAN'S LAW** Seller warrants that Seller has disclosed to Buyer all notices received pursuant to Ohio's sex
154 offender law. The Buyer acknowledges that the information disclosed may no longer be accurate and agrees to
155 inquire with the local sheriff's office. Buyer agrees to assume the responsibility to check with the local sheriff's office
156 for additional information. Buyer will rely on Buyer's own inquiry with the local sheriff's office as to registered sex
157 offenders in the area and will not rely on Seller or any real estate agent involved in the transaction to determine if a
158 sex offender resides in the area of any property Buyer may purchase.

159 **CONDITION OF PROPERTY:** Buyer has examined the property and agrees that the property is being purchased
160 in its "As Is" Present Physical Condition including any defects disclosed by the Seller on the Ohio *Residential*
161 *Property Disclosure Form* or identified by any inspections requested by either party or any other
162 forms or addenda made a part of this agreement. Seller agrees to notify Buyer in writing of any additional
163 disclosure items that arise between the date of acceptance and the date of recording of the deed. Buyer has not
164 relied upon any representations, warranties, or statements about the property (including but not limited to its
165 condition or use) unless otherwise disclosed on this agreement or on the *Residential Property Disclosure Form*.

- 166 1. Buyer acknowledges receipt of completed *Residential Property Disclosure Form* from Seller
167 2. Buyer has not received *Residential Property Disclosure Form* and Seller agrees to deliver to Buyer a copy of
168 the completed *Residential Property Disclosure Form* within three (3) days after acceptance unless the sale of
169 the property is exempt by Ohio Revised Code 5302.30 from the use of the form.

170 Seller shall pay all costs for the repair of any gas line leak found between the street and foundation at the time
171 of recording of title, or restoration of utilities, whichever is sooner. Seller agrees to comply with any and all local
172 governmental point of sale laws and/or ordinances. Seller will promptly provide Buyer with copies of any notices
173 received from governmental agencies to inspect or correct any current building code or health violations. If
174 applicable, Buyer and Seller have five (5) days after receipt by Buyer of all notices to agree in writing which party
175 will be responsible for the correction of any building code or health violation(s). If Buyer and Seller cannot agree in
176 writing, this Agreement can be declared null and void by either party. In that event Seller and Buyer agree to sign a
177 *mutual release* with instruction to the Broker on disbursement of the earnest money. (see line 205)

178 **REPRESENTATIONS AND DISCLAIMERS:** Buyer acknowledges that the Seller completed the Residential
179 Property Disclosure Form unless otherwise stated above and Seller has not made any representations or
180 warranties, either expressed or implied, regarding the property, (except for the Ohio Residential Property
181 Disclosure Form, if applicable), and agrees to hold the Brokers and their agents harmless from any misstatements
182 or errors made by the Seller on the form. Buyer also acknowledges and agrees that the Brokers and their agents
183 have no obligation to verify or investigate the information provided by the Seller on that form. Buyer hereby
184 acknowledges that any representation by Seller or the real estate agent(s) regarding the square footage of the
185 rooms, structures or lot dimensions, homeowner's fees, public and private assessments, utility bills, taxes and
186 special assessments are approximate and not guaranteed. Please list any and all verbal representations made by
187 Brokers or their agents that you relied upon when purchasing this property (if none, write "none")

188

189 **DAMAGE:** If any building or other improvements are destroyed or damaged in excess of ten percent of the
190 purchase price prior to title transfer, Buyer may either a) accept the insurance proceeds for said damage and
191 complete this transaction or b) terminate this agreement and receive the return of all deposits made. In that
192 event, Seller and Buyer agree to sign a *mutual release*, with instruction to the Broker on disbursement of the
193 earnest money on deposit (see line 205). If such damage is less than ten percent of the purchase price, Seller

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BUYER'S INITIALS AND DATE
10/18/18

RESIDENTIAL PURCHASE AGREEMENT
NEOHREX - Amended: March 2017

SELLER'S INITIALS AND DATE
10/18/18

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194 shall restore the property to its prior condition and Buyer agrees to complete the purchase of the Property

195 **ADDENDA:** The additional terms and conditions in the attached addenda Agency Disclosure Form
196 Residential Property Disclosure VA FHA FHA Home Inspection Notice Secondary Offer Condominium
197 Short Sale House Sale Contingency House Sale Concurrency Lead Based Paint (required if built before 1978)
198 Homeowner's Association Affiliated Business Arrangement Disclosure Statement Walk-Through Addendum
199 Other
200 are made part of this Agreement. **The terms and conditions of any addenda will supersede any conflicting**
201 **terms in the Purchase Agreement.**

202 **ADDITIONAL TERMS:** Seller & Buyer agree to use Innovative Title for title, escrow and closing.

203 Seller to complete all POS repairs prior to closing.

204 Buyer to Pay ALL closing costs.


205 **EARNEST MONEY:** In the event of a dispute between the Seller and Buyer regarding the disbursement of the
206 earnest money in the Broker's trust account, the Broker is required by Ohio law to maintain such funds in a trust
207 account until the Broker receives (a) written instructions signed by the parties specifying how the earnest money is
208 to be disbursed or (b) a final court order that specifies to whom the earnest money is to be rewarded. If within two
209 years from the date the earnest money was deposited in the Broker's trust account, the parties have not provided
210 the Broker with such separate signed instructions or written notice that such legal action to resolve the dispute has
211 been filed, the Broker shall return the earnest money to the purchaser with no further notice to the Seller. In all
212 events, at closing of the transaction, the broker shall have the right to apply earnest money being held by broker
213 against the real estate commission owed the broker as a result of said closing. If said earnest money
214 exceeds commission due Broker, the amount over the commission due Broker shall be sent to the escrow agent or
215 if requested by Seller, the total earnest money shall be sent to the Escrow Agent.

216 **BINDING AGREEMENT:** Upon written acceptance, then either written or verbal notice of such acceptance to the
217 last-offering party, this offer and any addenda listed above shall become a legally binding agreement upon Buyer
218 and Seller and their heirs, executors, administrators and assigns and shall represent the entire understanding of the
219 parties regarding this transaction. All counter-offers, amendments, changes or deletions to this Agreement shall be
220 in writing and be signed/initialed by both Buyer and Seller. Facsimile and/or scan and e-mail signatures shall be
221 deemed binding and valid. This Agreement shall be used as escrow instructions subject to the Escrow Agent's
222 usual conditions of acceptance. If there is any conflict between the escrow's conditions of acceptance and this
223 Agreement, the terms of this Agreement shall prevail. For purposes of this Agreement, "days" shall be defined as
224 calendar days.

225 **This Agreement is a legally binding contract. If you have any questions of law, consult your attorney.**

226 BUYER   Address _____


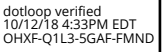
227 Print Name Rupinder Gill ZIP _____

228 BUYER  Date _____ Phone _____

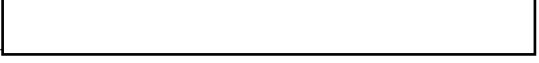
229 Print Name _____ Email Rupindergill33@gmail.com

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230 **ACCEPTANCE:** Seller accepts the above offer and irrevocably instructs escrow agent to pay from Seller's escrow
231 funds a commission of \$0 _____ or _____ percent (_____ %) of the
232 purchase price to _____ (Selling Broker) _____ (Office)
233 and \$2,500 _____ plus 0 _____ percent (0 _____ %) of the
234 purchase price to Realty Trust Services (Listing Broker) Westlake (Office)

235 SELLER   Address _____

236 Print Name David Ellenberger ZIP _____

237 SELLER  Date _____ Phone _____

238 Print Name _____ Email dr.ellenberger@yahoo.com

239	Selling Agent Name, RE License Number,	Listing Agent Name, RE License Number
240	Telephone and Email:	Telephone and Email:
241	_____	<u>Tim Debronsky</u>
242	_____	<u>2012003122</u>
243	_____	<u>440-281-4747</u>
244	_____	<u>timdebronsky@gmail.com</u>

245	Selling Brokers Name, BR License Number,	Listing Brokers Name, BR License Number
246	Telephone and Email:	Telephone and Email:
247	_____	_____
248	_____	_____
249	_____	_____
250	_____	_____