

## PURCHASE AGREEMENT

This Agreement entered into on the 5th day of March, 2019, between, Michael J. Scherach, Master and authorized agent of Zieba Family Partnership; [See: Judgment Entry Michael J. Scherach, Executor etc., et al. vs. Zieba Family Partnership, et al. Lorain County Probate Case No. 2016 PC 00037 Journal 338, No. 3618, docketed June 09, 2016], and Michael J. Scherach, Executor of The Estate of Edward J. Zieba, 920 Amchester Dr., Amherst, OH 44001, hereinafter collectively referred to as "Seller", and THEM Properties LLC buyer: P.O. Box 914 Amherst, OH 44001 (address of buyer), hereinafter referred to as "Buyer".

WHEREAS, Seller desires to sell and Buyer agrees to purchase real property as hereinafter described as being:

Situated in the City of Lorain, County of Lorain and State of Ohio and known as being Sublot No. 141 and the Easterly 26 feet of Sublot no 142 of the Original Charleston Village plat of part of Original Black River Township Lot Nos. 4, 5 and 6, Tract No. 1 as shown by the recorded plat in Volume "J" of Deeds, page 446 of Lorain County Records, together forming a parcel of land having a frontage of 92 feet on the Southern side of Main Street, now known as West Erie Avenue, and extending back of equal width 157 feet deep to a 16 foot alley in the rear, as appears by said plat, be the same more or less, but subject to all legal highways.

1111 W. Erie Avenue, Lorain, Ohio.

Permanent Parcel Number: **02-01-006-107-031**

The real property being vested 100% in fee simple interest in the Zieba Family Partnership.

NOW, THEREFORE, it is mutually agreed as follows:

Seller shall sell and convey by fiduciary deed and Buyer shall purchase and pay for the real property the purchase price of **SIXTEEN-THOUSAND FIVE-HUNDRED DOLLARS (\$16,500.00)** shall be payable to Michael J. Scherach, Master and authorized agent of Zieba Family Partnership as follows:

The purchase price shall be payable at closing and upon the simultaneous execution, recording and delivery of Deed. Buyer agrees to accept the real property transferred in its "AS IS" condition and subject to all covenants, restrictions, easements of record, zoning ordinances, conditions of record.

1. American Patriot Title (440-934-7008) shall handle title, escrow and closing of this transaction.
2. Seller shall deposit in escrow the deed of conveyance and such other documents as requested by the escrow agent as being necessary to close the transaction; the Buyer shall deposit the purchase price plus all other funds and documents as requested by the escrow agent as being necessary to close the transaction.
3. The closing date of this Agreement shall be **April 15, 2019**, or such earlier or later date as the parties may in writing hereinafter mutually agree. The escrow agent shall record the deed of conveyance once good funds have been received and confirmed. Buyer shall be responsible to acquire and purchase title insurance, and or an Owner's title policy, subsequent to closing at buyer's sole discretion, determination and cost. Escrow agent will not be engaged in activity to guarantee title.

### COOPERATION AMONG PARTIES & ESCROW

4. The parties hereto agree to help facilitate the closing of this transaction; Each agrees that they will timely comply with all requests of Escrow Agent and will further provide Escrow Agent with authorization to solicit information it may need to fulfill its responsibilities in the escrow of this matter. Each party further agrees to cooperate with each other and to timely provide Escrow Agent all information requested by Escrow Agent of said party.

5. Escrow agent shall charge to the Seller and deduct from the purchase monies in its hands the following:

1. Nothing

6. Escrow agent shall charge to the Buyer and Buyer agrees to pay and be responsible for the following:

1. Realtor commission of \$3,500 paid to Realty Trust Services – Tim Debronsky
2. Recording costs for deed;
3. 100% of the Auditor's transfer tax;
4. 100% of the escrow fee;
5. 100% of any other costs associated with this closing or occurring because of this transfer and sale of real property including compliance with Lorain's Point of Sale Inspection Ordinance Law; Buyer agrees to indemnify and hold Seller harmless of all such costs and expenses.

7. Possession of the real estate shall be permanently surrendered to Buyer at closing.

8. Buyer will have 7 days from the Date of Acceptance to complete any and all inspections at buyer's expense. The Buyer's obligation to close is contingent upon the results of these inspections being satisfactory to the Buyer.

9. **Rents:** Seller to retain all rent paid, received or due for the month of the title transfer. Seller retains the right to pursue and/or collect delinquent rent payments for any prior months.

10. **Property Taxes:** All property taxes and assessments shall be paid by Seller and pro-rated to the date of closing.

11. **Warranty Provisions: None.** Buyer acknowledges that all property, real or personal, of any kind being sold hereunder is being sold "as is" without benefit of any warranty, express or implied. Seller makes no representation or warranty regarding the condition of any of said property. Buyer agrees to accept and take the real property and personal property in its respective "as is" condition. Buyer acknowledges that the real proper has tenants currently occupying the units on a month to month lease. Buyer will need to honor the existing leases and negotiate new leases with all tenants. No security deposits are being held by Seller. Buyer agrees to keep the premises habitable and to fix all defects in premises as may be required by government, including the City of Lorain, Ohio and to indemnify and hold Seller harmless of all such costs and expenses.

12. **Transfer of Premises.** Seller shall convey the Premises to Buyer by transferable and recordable fiduciary deed subject to the following: zoning and all city ordinances; legal highways; covenants, restrictions, conditions and easements of record, and the lien of real estate taxes and assessments not then due and payable.

**NONASSIGNABILITY CLAUSE**

13. Except as may otherwise be provided by the terms contained in this Agreement, this agreement shall not be assigned by either party without the prior written consent of the other parties.

**AMENDMENT AND WAIVER**

14. This Agreement may be amended or modified at any time and in all respects, or any provision may be waived by an instrument in writing executed by the Buyer and Seller. Any amendments to this contract shall be made in writing, signed by all parties, and copies shall be attached to all copies of the original contract.

**INTEGRATED AGREEMENT / BINDING CONTRACT**

15. This instrument constitutes the agreement of the parties hereto relating to said sale. No agreements between the parties exist except for those which have been reduced to writing and which have been executed by all parties interested in this transaction. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing, signed by the parties to be charged. This instrument constitutes the sole and only agreement of the parties hereto relating to said sale and correctly sets forth the rights, duties and obligations of each to the other as of its date. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing, signed by the parties to be charged. This Agreement constitutes the entire agreement between the parties and no oral or implied agreement exists. This Agreement shall inure to the benefit of, and be binding upon the parties, their legal representatives, successors and assigns. This Agreement shall be construed under and in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties have set their hands to duplicate counterparts of this Agreement, each of which shall constitute an original on the date first above written.

Date: 3-7-2019

*Michael J. Scherach, Master*  
Michael J. Scherach, Master, Seller  
*Michael J. Scherach, Executor*  
*of Estate of Edward J. Zieba*  
Michael J. Scherach, Executor of  
The Estate of Edward J. Zieba, Seller

Date: \_\_\_\_\_

*Eli Torres* dotloop verified  
03/05/19 11:48 AM  
EST Buyer

Eli Torres