

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

Lead Warning Statement

Every purchaser 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 to 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.

Property Address: 10630 Thrush Ave, Cleveland, OH 44111

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 purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment

(c) Purchaser has received copies of all information listed above.

(d) Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser 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

(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.

DocuSigned by: <u>Michael Williams</u> Seller CC96B3315911437...	3/7/2019 Date	<u>[Signature]</u> Seller dotloop verified 03/31/19 10:23 PM EDT BPZO-2DRS-L2Q1-S6MU
Purchased by: <u>William Salamon</u> Agent D786E0D8DCD54A0...	3/7/2019 Date	<u>[Signature]</u> Purchaser Agent dotloop verified 03/31/19 10:23 PM EDT DKAL-NWQQ-LWXF-PCJB



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.


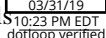
THIS FORM IS NOT A WARRANTY OF ANY KIND BY THE OWNER OR BY ANY AGENT OR SUBAGENT REPRESENTING THE OWNER. THIS FORM IS NOT A SUBSTITUTE FOR ANY INSPECTIONS. **POTENTIAL PURCHASERS ARE ENCOURAGED TO OBTAIN THEIR OWN PROFESSIONAL INSPECTION(S).**

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 3/7/2019
Owner's Initials _____ Date _____

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



2013

**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:

10630 Thrush Ave, Cleveland, OH 44111

Owners Name(s):

Regina Caeli Retirement Properties, LLC

Date: 3/7/2019

Owner is is not occupying the property. If owner is occupying the property, since what date: Owner has never lived in the property

If owner is not occupying the property, since what date: _____

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):

- | | | |
|--|---------------------------------------|--------------------------------------|
| <input checked="" type="checkbox"/> Public Water Service | <input type="checkbox"/> Holding Tank | <input type="checkbox"/> Unknown |
| <input type="checkbox"/> Private Water Service | <input type="checkbox"/> Cistern | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Private Well | <input type="checkbox"/> Spring | _____ |
| <input type="checkbox"/> Shared Well | <input type="checkbox"/> Pond | _____ |

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

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

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

- | | | |
|--|--|---|
| <input checked="" type="checkbox"/> Public Sewer | <input type="checkbox"/> Private Sewer | <input type="checkbox"/> Septic Tank |
| <input type="checkbox"/> Leach Field | <input type="checkbox"/> Aeration Tank | <input type="checkbox"/> Filtration Bed |
| <input type="checkbox"/> Unknown | <input type="checkbox"/> Other _____ | |

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 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 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 No

If "Yes", please describe and indicate any repairs completed: _____

Owner's Initials ds
MN Date 3/7/2019
Owner's Initials _____ Date _____

Purchaser's Initials _____ Date _____
Purchaser's Initials GN
03/31/19
10:23 PM EDT
dotloop verified Date _____

Property Address 10630 Thrush Ave, Cleveland, OH 44111

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 type="checkbox"/>	<input checked="" type="checkbox"/>	8) Water softener	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2) Plumbing (pipes)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	a. Is water softener leased?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3) Central heating	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	9) Security System	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4) Central Air conditioning	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	a. Is security system leased?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5) Sump pump	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	10) Central vacuum	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6) Fireplace/chimney	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	11) Built in appliances	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7) Lawn sprinkler	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	12) Other mechanical systems	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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): _____

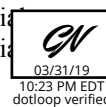
H) PRESENCE OF HAZARDOUS MATERIALS: Do you know of the **previous or current** presence of any of the below identified hazardous materials on the property?

	Yes	No	Unknown
1) Lead-Based Paint	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2) Asbestos	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3) Urea-Formaldehyde Foam Insulation	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4) Radon Gas	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
a. If "Yes", indicate level of gas if known _____			
5) Other toxic or hazardous substances	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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 MW Date 3/7/2019
Owner's Initials _____ Date _____

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



Property Address 10630 Thrush Ave, Cleveland, OH 44111

D) 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: Yes No Unknown
Is the property located in a designated flood plain?
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/HOMEOWNERS' ASSOCIATION: Do you know of any violations of building or housing codes, zoning ordinances affecting the property or any nonconforming uses of the property? 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 _____)

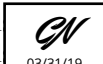
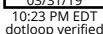
Do you know of any recent or proposed rules or regulations of, or the payment of any fees or charges associated with this property, including but not limited to a Community Association, SID, CID, LID, etc. Yes No
If "Yes", please describe (amount) _____

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 4) Shared Driveway
2) Boundary Dispute 5) Party Walls
3) Recent Boundary Change 6) Encroachments From or on Adjacent Property
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 MW Date 3/7/2019
Owner's Initials _____ Date _____

Purchaser's Initial  Date _____
Purchaser's Initial  Date _____
03/31/19 10:23 PM EDT dotloop verified

10630 Thrush Ave, Cleveland, OH 44111

Property Address _____

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.

Signature by: Michael Williams DATE: 3/7/2019
OWNER: _____ DATE: _____
CC96B3315911437/...

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:  DATE: _____
dotloop verified
03/31/19 10:23 PM
EDT
Y9E6-ICWI-Z32S-NXNE

PURCHASER: _____ DATE: _____



We've Been Here. We'll Be Here.

March 14, 2019

Christopher Nelson
582 W 50th St
Cleveland, OH 44102

Dear Christopher Nelson,

Congratulations! Based on the information you furnished, First Federal Lakewood is pleased to inform you that you are preapproved for a Fixed Rate mortgage loan. The following conditions apply to this preapproval:

- Receipt of a Purchase Agreement signed by all parties to the transaction.
- The property meets underwriting standards for the loan product chosen and appraises for a value sufficient to secure the amount you are borrowing.
- Provision of an ALTA Loan Policy in a form and from an insurer acceptable to us showing our mortgage to be a valid first lien on the property subject only to exceptions that we approve.
- Verification of income, assets, credit, and employment stated on your application along with any information specific to your transaction which prudential underwriting would require is verified.
- Ability to provide Homeowners Insurance (including H06 Condominium Insurance & Master Condominium Policy, if required) in an amount and by an insurer acceptable to us. Flood Ins (If Applicable)
- Mortgage insurance by an insurer acceptable to us and at a level of coverage which we determine based on the loan product you have chosen, (if applicable).
- A Mortgage Location Survey of the mortgaged property acceptable to us.
- Closing Costs, fees, and expenses are to be paid at time of closing on the settlement statement (HUD-1)
- Receipt of the Application Fee for the loan product you have chosen.

Please note that your loan request will be fully underwritten and given formal approval before funding of this loan can take place. This is not a commitment to lend and you are not required to obtain a loan simply because you received this letter. No fees were charged in return for issuance of this letter.

This Preapproval is valid for sixty (60) days from the date of this letter. If, for any reason, First Federal issues a subsequent letter of Preapproval to you this letter is immediately voided upon that letter being issued.

When you have selected your property, simply call me to begin the processing of the loan to purchase your new home and to lock an interest rate. Once again, congratulations and I thank you for choosing First Federal Lakewood.

A handwritten signature in black ink that reads "Douglas Mathews". The signature is fluid and cursive, with a long horizontal stroke at the end.

Douglas James Mathews
Mortgage Loan Originator
NMLS# 49277
First Federal Savings and Loan Association of Lakewood
14806 Detroit Avenue
Lakewood, OH 44107
dmathews@ffi.net
330-304-6056



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: 10630 Thrush ave, Cleveland, OH 44111

Buyer(s): Christopher Nelson

Seller(s): Regina Caeli Retirement Properties LLC

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by Joshua Leonard, and Russell Real Estate Services
AGENT(S) BROKERAGE

The seller will be represented by William A Salamon, and Realty Trust Services, LLC
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.

[Signature]
BUYER/TENANT DATE

Michael P Williams
SELLER/LANDLORD DATE 4/1/2019

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





RUSSELL REAL ESTATE SERVICES
RESIDENTIAL PURCHASE AGREEMENT
Administrative Office: 12190 Pearl Road, Strongsville Ohio 44136



1. **BUYER:** The undersigned Christopher Nelson offers to buy the
2. **PROPERTY:** located at 10630 Thrush ave
3. City Cleveland, Ohio, Zip Code 44111
4. Permanent Parcel No. 018-17-048, and further described as being: 6 LOR HIGHL 1866 ALL
5. _____
6. The property, which BUYER accepts in its "AS IS" PRESENT PHYSICAL CONDITION, shall include the land, all
7. appurtenant rights, including but not limited to any and all mineral rights, privileges and easements, and all buildings
8. and fixtures, including such of the following as are now on the property: all electrical, heating, plumbing and bathroom
9. fixtures; all window and door shades, blinds, awnings, screens, storm windows, curtain and drapery fixtures; all
10. landscaping, disposal, TV antenna, rotor and control unit, smoke detectors, garage door opener(s) and _____ controls;
11. all permanently attached carpeting. The following selected items shall also remain: satellite dish; range and
12. oven; microwave; kitchen refrigerator; dishwasher; washer; dryer; radiator covers; window air
13. conditioner; central air conditioning; gas grill; fireplace tools; screen, glass doors and grate; all existing
14. window treatments; ceiling fan(s); wood burner stove inserts; gas logs; and water softener.
15. Also included: _____
16. Fixtures Not Included: _____
17. **PRICE:** BUYER shall pay the sum of..... \$ 72,000.00
18. Earnest money payable to Russell Real Estate Services
19. in the form of a check note, the receipt of which is hereby acknowledged by
20. RUSSELL REAL ESTATE SERVICES. Note shall be redeemed (as stated on
21. lines 27-29). All monies received to be deposited into an escrow/trust account
22. and to be credited against the Purchase Price.....\$ 100.00
23. *Ohio law requires deposits to an Escrow Agent (earnest money and/or down*
24. *Payment) in excess of \$10,000 to be conveyed by wire transfer. The parties hereby*
25. *direct the Escrow Agent to provide written confirmation of receipt of the Earnest*
26. *Money to the Agents involved in this transaction.*
27. NOTE TO BE REDEEMED WITHIN FOUR DAYS OF WRITTEN ACCEPTANCE
28. OR 24 HOURS AFTER SATISFACTORY COMPLETION OF ALL QUALIFIED
29. INSPECTIONS, IF APPLICABLE.
30. Additional monies to be placed in escrow with a responsible lending institution,
31. title or trust company..... \$ per lender requirements
32. Execute and deliver note secured by a first mortgage on said premises
33. in the amount of Conventional FHA VA OTHER..... \$ per lender requirements
34. Additional Terms: Seller to contribute 3% of the purchase price to buyers closing costs, points and pre-paids
35. _____
36. _____
37. **FINANCING:** BUYER shall make a written application for the above mortgage loan, order the appraisal and provide
38. verification to SELLER of said application and order of appraisal within 15 days and shall obtain a
39. commitment for that loan no later than 25 days after acceptance of this offer. If first mortgage financing
40. cannot be obtained despite BUYER Good faith efforts, Russell Real Estate Services reserves the right to arrange
41. acceptable financing. If first mortgage financing cannot be obtained then this Agreement shall be null and void. Upon
42. signing of a mutual release by SELLER and BUYER, the earnest money deposit shall be returned to the BUYER without
43. any further liability of either party to the other or to the Brokers and their agents.
44. **CLOSING:** All funds and documents necessary for the completion of this transaction shall be placed in escrow
45. with the lending institution or escrow company on or before 05/08/2019, and title shall be
46. recorded on or about 05/09/2019.
47. **POSSESSION:** SELLER shall deliver possession to BUYER of property within 0 _____ days by 5 _____ AM PM

MPW / _____
SELLER(S) INITIALS AND DATE

GN / _____
03/31/19
9:48 PM EDT
dotlooon verified
BUYER(S) INITIALS AND DATE

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44. after the title has been transferred. Subject to BUYER'S rights, if any, the premises may be occupied by the
45. SELLER free for xxx days. Additional xxx days at a rate of \$xxx per day. Insurance coverage and
46. payment and collection of fees for use and occupancy after recording of title are the sole responsibility of SELLER
47. and BUYER.

48. **ELECTRONIC DATA SECURITY:** It is acknowledged and agreed that Russell Real Estate Services (Broker), its
49. agents and employees, will never ask any party to a transaction to wire funds or to supply credit or debit card or
50. bank account numbers. BUYER and SELLER are advised to independently confirm any transfer instructions
51. directly with Escrow Agent identified herein. BUYER and SELLER hereby agree to release all brokers, and agents
52. involved in this transaction from any and all claims, damages, and causes of action related to any unlawful
53. electronic security access by a third party in connection with any agent or broker communications.

54. **WALK THROUGH:** BUYER and SELLER agree that BUYER will be given an opportunity to walk through the property
55. on or about 2-7 day(s) prior to title transfer solely to verify that it is in the same or similar condition, absent normal
56. wear and tear, that it was at the time of Acceptance. BUYER acknowledges that no issues may be raised at the time
57. of the walk-through with respect to any condition of the property that were in existence at the time of BUYER'S viewing
58. or inspection of it. If the walk-through evidences a material adverse change in the property's condition, BUYER shall
59. promptly notify SELLER and Escrow Agent in writing. Thereafter, the BUYER and SELLER shall mutually agree in
60. writing upon an amount to be either: (1) held in escrow from SELLER'S proceeds pending correction of the material
61. adverse change; or (2) credited to the BUYER through escrow at the time of title transfer.

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) and encroachments
65. as do not materially adversely affect the use or value of the property, c) zoning ordinances, if any, and d) taxes and
66. assessments, both general and special, not yet due and payable. BUYER is encouraged to obtain Owner's Title
67. Insurance Policy ("OTIP"). An OTIP is different than a lender's title Insurance Policy, which will not protect the BUYER
68. from claims and challenges on the title. SELLER shall furnish an OTIP in the amount of the purchase price, or xx
69. from Newman Title LLC, or xxx, as agreed to by the parties. BUYER agrees to release and
70. discharge any and all claims and losses against The Russell Realty Company, d/b/a Russell Real Estate Services and
71. its agents should the BUYER elect not to purchase an OTIP. I/We acknowledge and agree that I/we have (or will) select
72. and engage a title agency, title insurance company, and/or escrow/settlement company (collectively "Title Companies")
73. of my/our own choosing after conducting my/our own inquiry sufficient to provide all of the information needed to make
74. that independent decision. Accordingly, I/we acknowledge and agree that while I/we may have been introduced to
75. my/our choice of Title Companies by Russell Realty Company, d/b/a Russell Real Estate Service, or one or more of its
76. agents, employees, officers and directors (collectively "Russell"), I/we did not rely on that introduction or any
77. representation, act or non-act by Russell in deciding to engage a Title Company and, further agree that I/we hereby
78. release and hold harmless Russell from any direct or vicarious claims or liability arising from any misappropriation of
79. funds, fraud, negligence, malfeasance or any other inappropriate action(s) of the Title Company I/we selected, unless
80. I/we select Newman Title. I/we understand that this is a material term of this Disclosure and that I/we can have an
81. attorney, of my/our choosing, review same and I/we have either done so, or have chosen not to do so, on our own
82. without undue pressure by anyone. SELLER shall have thirty (30) days after notice to remove title defects. If unable
83. to do so, BUYER may either a) accept Title subject to each defect without any reduction in the purchase price or
84. b) terminate this agreement, in which case neither BUYER, SELLER or any broker shall have any further liability to each
85. other, and both BUYER and SELLER agree to sign a mutual release, releasing earnest money to BUYER.

86. **PRORATIONS:** General taxes, annual maintenance fees, subdivision charges, special assessments, city and county
87. charges, heating fuel oil/propane (if any) and tenant's rents, collected or uncollected, shall be prorated as of the
88. date the title has been recorded. Taxes and assessments shall be prorated based upon the latest available tax
89. duplicate. However, if the tax duplicate is not yet available or the improved land is currently valued as land only,
90. taxes and assessments shall be prorated based upon 35% of the selling price times the millage rate. The escrow
91. agent is instructed to contact the local governmental taxing authority, verify the correct tax value of the property as
92. of the date the title has been recorded and pay the current taxes due to the date the title has been recorded. If
93. the property being transferred is new construction and recently completed or in the process of completion at the
94. time the agreement was signed by the parties, the escrow agent is instructed to make a good faith estimate of the
95. taxes to be owed on the value of the improved property to the date the title has been recorded and reserve sufficient
96. funds in escrow from Seller's net proceeds to pay those taxes when they become due and payable after the title
97. has been recorded. The escrow agent is instructed to release the balance of the funds on reserve to SELLER
98. once they receive notice from the local county auditor that the taxes on the land and improvements have been paid
99. in full to the date the title has been recorded. SELLER and BUYER acknowledge that the latest available tax duplicate
100. may not reflect the accurate amount of taxes and assessments that will be owed. SELLER and BUYER agree to adjust

MPW / _____
SELLER(S) INITIALS AND DATE

RESIDENTIAL PURCHASE AGREEMENT 08-18-18

03/31/19 / _____
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101. directly outside of escrow for any increase or decrease in valuation and the cost of all passed or levied, but not yet
102. certified, taxes and assessments, if any, prorated to the date the title has been recorded. SELLER is not aware of
103. any proposed taxes or assessments, public or private, except the following: _____

104. _____

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

107. **CHARGES/ESCROW INSTRUCTIONS:** This agreement shall be used as escrow instructions subject to the Escrow
108. Agent's usual conditions of acceptance. The Mortgage Location Survey is to be performed by Exacta Land Surveying
109. or xxx. **SELLER** shall pay the following costs through escrow: a) deed
110. preparation, b) real estate transfer tax, c) any amount required to discharge any mortgage, lien or encumbrance not
111. assumed by BUYER, d) title exam and one half the cost of insuring premium for Owners Title Insurance Policy, e)
112. prorations due BUYER, f) Broker's commissions, g) one-half of the escrow fee (unless VA/FHA regulations prohibit
113. payment of escrow fees by BUYER in which case SELLER shall pay the entire escrow fee). Tenant security deposits, if
114. any, shall be credited in escrow to the BUYER. The escrow agent shall withhold \$400.00 from the proceeds due
115. SELLER for payment of Seller's final water and sewer bills. SELLER shall pay all utility charges to date of recording of
116. title or date of possession whichever is later. **BUYER** shall pay the following through escrow (unless prohibited by VA/FHA
117. regulations): a) one-half of the escrow fee, b) one half the cost of insuring premium for Owners Title Insurance Policy,
118. c) all recording fees for the deed and any mortgage, and d) a Broker's Commission of \$265 for services rendered (plus
119. any amount due if an Exclusive Buyer Representation Agreement exists) payable to Russell Real Estate Services
120. (address on line 303). SELLER and BUYER hereby authorize and instruct escrow agent to send a copy of their fully
121. signed Closing Disclosure or Settlement Statement(s) to both Broker(s) listed on this Agreement promptly after closing,
122. which Broker(s) may submit to other parties to the transaction.

123. **HOME WARRANTY:** BUYER has been made aware and acknowledges that several Limited Home Warranty
124. Insurance Policies issued by numerous companies are available and that such policies have deductibles, and may
125. not cover pre-existing defects in the property, and have items excluded from coverage. BUYER does does not
126. elect to secure a Limited Home Warranty Plan issued by ~~HMS Home Warranty~~ or Old Republic Home Warranty.
127. The cost of \$500.00 shall be paid by BUYER SELLER through escrow.

128. **INSPECTION:** BUYER acknowledges that it has been recommended to him/her that he/she engage, at his/her
129. expense, the services of professional inspectors to inspect the premises to ascertain that the condition of the
130. premises is as called for in this agreement. This agreement shall be subject to the following inspection(s) by a
131. qualified inspector of Buyer's choice within the specified number of days from acceptance of binding agreement.
132. BUYER assumes sole responsibility to select and retain a qualified inspector for each requested inspection and
133. releases Broker of any and all liability regarding the selection or retention of the inspector(s). If BUYER does not
134. elect inspections, BUYER acknowledges that BUYER is acting against the advice of Buyer's agent and broker.
135. BUYER understands that all real property and improvements may contain defects and conditions that are not
136. readily apparent and which may affect a property's use or value. BUYER and SELLER agree that the Broker(s) and
137. their agent(s) do not guarantee and in no way assume responsibility for the property's condition.

138. BUYER acknowledges that it is Buyer's own duty to exercise reasonable care to inspect and make diligent inquiry of
139. the SELLER or Buyer's inspectors regarding the condition and systems of the property. BUYER further acknowledges
140. that the entire house was open for observation and that BUYER had an unimpeded opportunity to inspect the entire
141. house and did inspect said house. The BUYER further understands and agrees that it is not the responsibility of the
142. brokerage firms or real estate agents to inspect the property and agrees to waive all liability and hold harmless any
143. brokerage firm or real estate agent connected with this transaction.

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

- | | Yes | No | | Paid By: | SELLER | BUYER |
|------|-------------------------------------|-------------------------------------|---|----------|--------------------------|-------------------------------------|
| 146. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 1. GENERAL HOME INSPECTION by professional inspector within <u>10</u> days from acceptance of this offer. | | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| | | | | | | |
| 147. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 2. SEPTIC SYSTEM INSPECTION by a professional inspector (first verify with County Regulations) within _____ days from acceptance of this offer. | | <input type="checkbox"/> | <input type="checkbox"/> |
| | | | | | | |
| 148. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 3. WELL WATER TEST for potability, by a professional inspector within _____ days from acceptance of this offer. | | <input type="checkbox"/> | <input type="checkbox"/> |
| | | | | | | |
| 149. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4. WELL INSPECTION for adequate flow rate, by a professional inspector within _____ Days from acceptance of this offer. | | <input type="checkbox"/> | <input type="checkbox"/> |
| | | | | | | |

 / _____
SELLER(S) INITIALS AND DATE

 / _____
BUYER(S) INITIALS AND DATE

Property Address: 10630 Thrush ave, Cleveland, OH 44111

YES NO

- 150. 5. TERMITE/WOOD DESTROYING INSECT INSPECTION by a licensed inspector within _____ days from acceptance of this offer. **Paid By:** **SELLER** **BUYER**
If FHAVA regulations prohibit the payment of Insect Inspection by BUYER, SELLER shall pay cost.
- 150. 6. INSPECTION FOR PRESENCE OF LEAD BASED PAINT, AND/OR LEAD BASED PAINT HAZARD within ten (10) days _____ after acceptance of the contract. **Paid By:** **SELLER** **BUYER**
- 151. 7. RADON INSPECTION by a professional inspector within _____ days from acceptance of this offer. **Paid By:** **SELLER** **BUYER**
- 152. 8. ASBESTOS INSPECTION by a professional inspector within _____ days from acceptance of this offer. **Paid By:** **SELLER** **BUYER**
- 153. 9. MOLD OF ANY TYPE INSPECTION by a professional inspector within _____ days from acceptance of this offer. **Paid By:** **SELLER** **BUYER**
- 154. 10. FOUNDATION INSPECTION by a professional inspector within _____ days from acceptance of this offer. **Paid By:** **SELLER** **BUYER**
- 155. 11. OTHER INSPECTION(S) by a professional inspector within 14 _____ days from acceptance of this offer. **Paid By:** **SELLER** **BUYER**

156. **(List OTHER INSPECTIONS)** Any other inspection deemed necessary by general home inspector. _____


157. **WAIVER:** _____ / _____ (INITIALS) BUYER hereby waives each and every professional inspection to which BUYER
158. has not indicated "YES". Any failure by BUYER to perform any elected inspection shall be deemed a waiver of such
159. inspection and absolute acceptance of the Property by BUYER in its "AS IS" condition.

- 160. **BUYER shall within 3 days of completion of the last inspection requested elect one of the following:**
- 161. **A) Remove the inspection contingency accepting the property in its "AS IS" PRESENT PHYSICAL CONDITION.** If the
162. property is accepted in its "AS IS" present physical condition, then BUYER agrees to sign an Amendment of
163. Contingency Removal accepting the property "AS IS";
- 164. **B) Accept the property subject to the SELLER agreeing to have specific material defects, that were either previously disclosed**
165. **in writing by the SELLER or identified in a written inspection report repaired by a qualified contractor in a professional manner**
166. **at SELLER expense. BUYER shall provide to SELLER a copy of the inspections report(s) and sign an Amendment to**
167. **the Purchase Agreement removing the inspection contingency and identifying the defects which are to be repaired.**
168. **SELLER and BUYER shall have four (4) days from SELLER receipt of the written list of defects and the inspection**
169. **report(s) to agree in writing which defects, if any, will be corrected by SELLER. If a written Agreement is not signed by**
170. **SELLER and BUYER within those four(4) days, this agreement shall be null and void and SELLER and BUYER agree**
171. **to sign a mutual release, whereupon signing of a mutual release by SELLER and BUYER, the earnest money deposit**
172. **shall be returned to the BUYER without any further liability between SELLER and BUYER or to RUSSELL REAL ESTATE**
173. **SERVICES;**
- 174. **C) Terminate this Agreement if written inspection report(s) identify material latent defects NOT previously disclosed in writing**
175. **by the SELLER or any cooperating real estate broker, whereupon signing of a mutual release by SELLER and BUYER,**
176. **the earnest money deposit shall be returned to the BUYER without any further liability between SELLER and BUYER**
177. **or to RUSSELL REAL ESTATE SERVICES.**

- 178. **FAILURE TO HAVE INSPECTION(S) COMPLETED AS REQUIRED ABOVE, OR TO NOTIFY SELLER BY**
179. **WRITTEN NOTICE AS REQUIRED ABOVE, OF ANY DEFECTS BEFORE EXPIRATION OF THE INSPECTION**
180. **PERIOD SHALL CONSTITUTE A WAIVER OF SUCH DEFECTS, AND BUYER SHALL TAKE THE PROPERTY**
181. **AS IS" WITH RESPECT TO SUCH DEFECTS.**
- 182. **The SELLER and BUYER can mutually agree IN WRITING to extend the dates for inspections, repairs, or to exercise**
183. **their right to terminate this Agreement. SELLER agree to provide reasonable access to the property for BUYER to**
184. **review and approve any conditions corrected by the SELLER.**

185. **MEGAN'S LAW/SEX OFFENDER REGISTRATION LAW(S):** SELLER warrants that SELLER has disclosed to
186. BUYER all notices received pursuant to Ohio's sex offender law. The BUYER acknowledges that the information
187. disclosed may no longer be accurate and agrees to inquire with the local sheriff's office. BUYER agrees to assume
188. the responsibility to check with the local sheriff's office for additional information. BUYER will rely on Buyer's own
189. inquiry with the local sheriff's Office as to registered sex offenders in the area and will not rely on SELLER or any
190. real estate agent involved in the transaction to determine if a sex offender resides in the area of any property

 / _____
SELLER(S) INITIALS AND DATE

 / _____
03/31/19
BUYER(S) INITIALS AND DATE
dotloop verified

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191. BUYER may purchase.
192. **CONDITION OF PROPERTY:** BUYER has examined the property and agrees that the property is being purchased in
193. its "As Is" Present Physical Condition including any defects disclosed by the SELLER on the Ohio *Residential Property*
194. *Disclosure Form* or identified by any inspections requested by either party or any other forms or addenda made a
195. part of this agreement. SELLER agrees to notify BUYER in writing of any additional disclosure items that arise be-
196. tween the date of acceptance and the date of recording of the deed. BUYER has not relied upon any representations,
197. warranties, or statements about the property (including but not limited to its condition or use) unless otherwise
198. disclosed on this agreement or on the *Residential Property Disclosure Form*.

199. 1. BUYER acknowledges receipt of completed *Residential Property Disclosure Form* from SELLER.
200. 2. BUYER has not received *Residential Property Disclosure Form* and SELLER agrees to deliver to BUYER a copy
201. of the completed *Residential Property Disclosure Form* within three (3) days after acceptance unless the sale of the
202. property is exempt by Ohio Revised Code 5302.30 from the use of the form.


203. SELLER shall pay all costs for the repair of any utility line that the SELLER has responsibility for at the time of
204. recording of title or transfer/restoration of utilities, whichever is sooner. SELLER agrees to comply with any and
205. all local governmental point of sale laws and/or ordinances. SELLER will promptly provide BUYER with copies of any
206. notices received from governmental agencies to inspect or correct any current building code or health violations. If
207. applicable, BUYER and SELLER have five (5) days after receipt by BUYER of all notices to agree in writing which
208. party will be responsible for the correction of any building code or health violation(s). If BUYER and SELLER
209. cannot agree in writing, this Agreement can be declared null and void by either party. In that event SELLER and
210. BUYER agree to sign *mutual release* with instruction to the Broker on disbursement of the earnest money.

211. **REPRESENTATIONS AND DISCLAIMERS:** BUYER acknowledges that the SELLER completed the Residential
212. Property Disclosure Form unless otherwise stated above and SELLER has not made any representations or warranties,
213. either expressed or implied, regarding the property, (except for the Ohio Residential Property Disclosure Form, if
214. applicable), and agrees to hold the Brokers and their agents harmless from any misstatements or errors made by the
215. SELLER on the form. BUYER also acknowledges and agrees that the Brokers and their agents have no obligation
216. to verify or investigate the information provided by the SELLER on that form. BUYER hereby acknowledges that
217. any representation by SELLER or the real estate agent(s) regarding the square footage of the rooms, structures
218. or lot dimensions, homeowner's fees, public and private assessments, utility bills, taxes and special assessments
219. are approximate and not guaranteed. Notwithstanding anything to the contrary, SELLER makes no representations
220. or warranties with regard to the municipality, zoning, school district, or use of the property, and BUYER assumes sole
221. responsibility for researching the foregoing conditions. BUYER acknowledges that BUYER has conducted
222. investigations of these conditions and the use of the real estate, and verified that the real estate is suitable for
223. BUYER'S intended use. SELLER also made no representations with regard to conditions outside of the boundaries
224. of the real estate, including but not limited to, crime statistics, registration of sex offenders, noise levels (i.e., airports,
225. interstates, environmental), local regulations/development or any other issues of relevance to the BUYER, and
226. BUYER assumes sole responsibility for researching such conditions. BUYER acknowledges that BUYER has been
227. given the opportunity to conduct research pertaining to any and all of the foregoing prior to execution of this agreement.
228. BUYER is relying solely on BUYER's own research, assessment and inquiry with local agencies and has not relied ,
229. on SELLER or any Broker/agent involved in this transaction. Please list any and all verbal representations (if any)
230. made By Brokers or their agent that you relied upon when purchasing this property. none
231. _____

232. **DAMAGE:** If any building or other improvements are destroyed or damaged in excess of ten percent of the purchase
233. price prior to title transfer, BUYER may either a) accept the insurance proceeds for said damage and complete this
234. transaction or b) terminate this agreement and receive the return of all deposits made. In that event, SELLER and
235. BUYER agree to sign a *mutual release*, with instruction to the Broker on disbursement of the earnest money on deposit
236. BUYER has the right to inspect this property for any reason. If such damage is less than ten percent of the purchase price,
237. SELLER shall restore the property to its prior condition and BUYER agrees to complete the purchase of the Property.

238. **ADDENDA:** The additional terms and conditions in the attached addenda Agency Disclosure Form Residential
239. Property Disclosure FHAVA FHA Home Inspection Notice Secondary Offer Condominium Short Sale
240. House Sale Contingency House Sale Concurrence Lead Based Paint (required if built before 1978)
241. Homeowner's Association Affiliated Business Arrangement Disclosure Statement Wire Fraud – Protect
242. Yourself HMS Service Agreement Disclosure Statement Other: _____
243. _____

 _____
SELLER(S) INITIALS AND DATE

 _____
9:48 PM EDT 03/31/19
BUYER(S) INITIALS AND DATE

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244. are made part of this Agreement. **The terms and conditions of any addenda will supersede any conflicting terms**
245. **in the Purchase Agreement.**

246. **EARNEST MONEY:** The Broker shall acknowledge receipt of the earnest money shown on line 22 to the escrow agent
247. who shall credit that amount to the Buyer's escrow account. Unless otherwise stated herein, the earnest money
248. shall be retained in the broker's trust account until after title transfer at which time it shall be applied
249. against any compensation due broker. Any amount by which the earnest money exceeds the compensation
250. due the broker shall be remitted to the escrow agent. In the event of a dispute between the SELLER and BUYER
251. regarding the disbursement of the earnest money in the Broker's trust account, the Broker is required by Ohio law
252. to maintain such funds in a trust account until the Broker receives (a) written instructions signed by the parties
253. specifying how the earnest money is to be disbursed or (b) a final court order that specifies to whom the earnest money
254. is to be rewarded. If within two years from the date the earnest money was deposited in the Broker's trust account, the

255. parties have not provided the Broker with such signed instructions or written notice that such legal action to resolve the
256. dispute has been filed, the Broker shall return the earnest money to the BUYER with no further notice to the SELLER.

257. **PERFORMANCE:** If the BUYER fails to perform this contract at the time and in the manner herein specified or
258. defaults in the performance of any of the obligations imposed by the terms hereof, SELLER may, at Seller's option,
259. treat this Agreement as null and void and earnest money shall be forfeited by BUYER in favor of SELLER. It is
260. agreed and stipulated that if BUYER defaults in his/her/their performance of this agreement, then BUYER shall be
261. obligated to pay any and all commissions due RUSSELL REAL ESTATE SERVICES. If SELLER does not perform his
262. obligations under this contract within said time, BUYER may, at his option, treat this contract as null and void and
263. receive the return of earnest money, in which case SELLER agrees to pay the commission as though the sale and
264. transfer had been fully consummated. All parties hereto hereby acknowledge receipt of a full and complete copy of
265. this Agreement. This contract shall be binding on the SELLER, the BUYER, their heirs, executors, administrators,
266. successors and assigns. State law requires that RUSSELL REAL ESTATE SERVICES has a signed mutual release
267. or court order before releasing earnest money (All parties hereby agree to sign a Mutual Release accordingly).
268. See, Earnest Money, above.



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

278. **BINDING AGREEMENT:** Upon written acceptance, then either written or verbal notice of such acceptance to the last-
279. offering party, this offer and any addenda listed above shall become a legally binding agreement upon BUYER and
280. SELLER and their heirs, executors, administrators and assigns and shall represent the entire understanding of the
281. parties regarding this transaction. All counter-offers, amendments, changes or deletions to this Agreement shall be in
282. writing and be signed/initialed by both BUYER and SELLER. Facsimile or electronic signatures shall be deemed
283. binding and valid. This Agreement shall be used as escrow instructions subject to the Escrow Agent's usual conditions
284. of acceptance. If there is any conflict between the escrow's conditions of acceptance and this agreement, the
285. terms of this agreement shall prevail. For purposes of this Agreement, "days" shall be defined as calendar days.

286. **RUSSELL INSURANCE AND INVESTMENTS, LLC:** Upon final acceptance, Buyer requests Russell Insurance and
287. Investments to contact me/us for a free, no obligation review of our insurance needs for this purchase. YES NO

288. This Offer is open for acceptance in writing until 5 _____ o'clock (AM) (PM) EST, on 03/31/2019 _____.

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

290. BUYER:   Email: Chrisjessie02@gmail.com

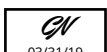
291. Print Name: Christopher Nelson Phone: 216-860-5091

292. BUYER: _____ Email: _____

293. Print Name: _____ Address: _____

294. Date: _____ City/State/Zip: _____

 / _____
SELLER(S) INITIALS AND DATE

 / _____
BUYER(S) INITIALS AND DATE

Property Address: 10630 Thrush ave, Cleveland, OH 44111

295. **RUSSELL REAL ESTATE SERVICES (License # 0000387521):**

296. By: Joshua Leonard dotloop verified 03/31/19 9:32 PM EDT E0EZ-TOIW-QEHK-P6JW Office: Russell Real Estate Services Phone: 330-723-2777

297. **SELLER ACCEPTS** the above offer and,

298. **REJECTS** said offer; or **COUNTEROFFERS** according to the above modifications initialed by SELLER.

299. Counteroffer shall become null and void if not accepted in writing on or before _____ o'clock (AM) EST
300. on _____ (PM) EST

301. Upon final acceptance, SELLER instructs the Escrow Agent to pay from SELLER'S escrow funds upon title transfer a
302. Brokerage Commission as follows: _____ or 3 %
303. of the Purchase Price to Russell Real Estate Services, 12190 Pearl Road Strongsville, Ohio 44136. In accordance
304. with the listing agreement, SELLER will also be charged an additional commission of \$265 if listed with Russell
305. Real Estate Services.

306. AND (Other Broker, if any) _____ to be paid as per Listing Agreement.

307. SELLER Michael P Williams DocuSigned by: 057389956993486 4/1/2019 Email: mike@atlantacapitalending.com

308. Print Name: Regina Caeli Retirement Properties LLC Phone: _____

309. SELLER: _____ Email: _____

310. Print Name: _____ Address: _____

311. Date: _____ City/ST/ZC: _____

List Broker/Agent Information:

Selling Broker/Agent Name Information:

312. Realty Trust Services, LLC
Listing Real Estate Company (Company OH BRKR LIC #)

Russell Real Estate Services #0000387521
Selling Real Estate Company (Company OH BRKR LIC #)

313. William Salamon
Listing Agent (Agent OH RE LIC #)

Joshua Leonard 2016002424
Selling Agent (Agent OH RE LIC #)

314. 440-305-1223
Listing Agent Cell Phone#

216-362-1325
Selling Agent Phone#

315. billsalamon@gmail.com
Listing Agent Email

Joshuadavid324@gmail.com
Selling Agent Email

316. _____
Listing Office Phone# (Office MLS #)

330-723-2777 2588
Selling Office Phone# (Office MLS)



FHA/VA ADDENDUM



This is an Addendum to Purchase Agreement dated 03/27/2019, for the property located at (ADDRESS/CITY/ST/ZIP)
10630 Thrush ave, Cleveland, OH 44111 Between (BUYER) Christopher Nelson

and (SELLER) Regina Caeli Retirement Properties LLC. BUYER and SELLER hereby agree to the following additional terms and conditions relating to financing to be secured through a (Check One) FHA VA 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 \$72,000.00. 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 \$xxx. 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 03/31/2019 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 agrees to pay \$2,160 towards BUYER'S points, closing costs and/or prepaid items to the extent permissible by VA/FHA 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 Russell Real Estate Services 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 lender or 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.

DocuSigned by:
Michael P Williams 4/1/2019
SELLER DATE
0573B99569934B6...

 dotloop verified 03/31/19 9:48 PM EDT QXHH-WUKR-57Q4-BNEN
BUYER DATE

SELLER DATE

BUYER DATE

DocuSigned by:
William Salamon 3/31/2019
Listing Agent DATE
07662000003740...

Joshua Leonard dotloop verified 03/31/19 9:32 PM EDT UZSL-W1ML-VNHG-SX1N
Selling Agent 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.



ADDENDUM WIRE FRAUD DISCLOSURE – PROTECT YOURSELF



Property Address: 10630 Thrush ave, Cleveland, OH 44111

All parties to the real estate transaction should be aware of the increasing fraudulent activity occurring in the real estate industry. Russell Real Estate Services has put together the following addendum to warn its clients/customers of a wire fraud scheme that is happening in the Ohio Real Estate Market. Please read the following warning.

PLEASE NOTE:

EFFECTIVE APRIL 6, 2017, BY OHIO LAW, A TITLE COMPANY OR CLOSING AGENT CAN ONLY ACCEPT A WIRE TRANSFER OF FUNDS FOR CLOSING IF THE TOTAL AMOUNT REQUIRED TO CLOSE EXCEEDS \$10,000.00. VERIFY WIRE INSTRUCTIONS WITH CLOSING AGENT BY TELEPHONE.

WARNING:

**DO NOT SEND ACH OR DIRECT DEBITS - ONLY WIRES.
DO NOT AUTHORIZE YOUR BANK TO SEND ANY OTHER TYPE OF FUNDS.
DO NOT ACCEPT NEW, REVISED OR ALTERED WIRE INSTRUCTIONS WITHOUT CALLING THE TITLE COMPANY YOU ARE WORKING WITH TO VERIFY THE REVISION.**

WE HAVE BEEN ALERTED OF FRAUDULENT EMAIL MESSAGES CONTAINING INCORRECT WIRE INSTRUCTIONS.

Additionally, it is important to carefully review the address that any e-mail was sent from to verify it is a valid email, and be suspicious especially if there are typos in the email addresses (a period where there was none before (hackerbad@email.com is changed to hacker.bad@email.com), a slight change in a number in an email address (hacker123@email.com is changed to hacker122@email.com) or poor grammar in the message.

All parties to the transaction should heed the above warnings. As a consumer, you are advised to carefully inquire with your lender and title/closing service provider as to their policies, procedures and safeguards against and to prevent wire fraud.

If you are working with Newman Title Agency, Ltd. It will rarely change their wiring instructions. If an email account is hacked, you may receive a message and it will strongly advise that funds be wired immediately to a different account to avoid any delays with the closing. The fraudulent email will often reference a prior email and wire amounts contained in the original email, so it *appears to be valid*. Usually it is asking for the funds to be directed to an account owned by an unrelated party to the transaction. If the email requires a sense of urgency for this wire to be sent, this should also be a red flag. Call Newman Title Agency, LTD. 800-245-8485 or your title/closing service provider immediately.

Newman Title Agency, Ltd. has several procedures in place when Newman Title Agency, Ltd. is requested to wire funds out as well. Newman Title Agency, Ltd. will always require wiring instructions to be in writing and the form also be notarized to permit them to wire seller's proceeds. In addition, Newman Title Agency, Ltd. will often reach out verbally to confirm wiring instructions, as Newman Title Agency, Ltd. wants to make sure that information provided to Newman Title Agency, Ltd. was not compromised in any manner.

Newman Title Agency Ltd. has an approval process in place in their wire department where it is verified that the seller's proceeds are being paid to the party that title to the property is vested in ONLY. If a trust or corporation is in title, the check or wire must be paid to the trust or corporation itself, not an individual person.

If you are not using Newman Title Agency, Ltd., it is important for you to follow the steps above to minimize your risk or any wire fraud taking place.

ACKNOWLEDGEMENT: Russell Real Estate Services is providing this Addendum to make you aware of the increase in wire fraud and proactive steps to attempt to prevent wire fraud to ensure a smooth transaction and help protect one of the most important investments in your life. Russell Real Estate Services its agents and employees are not responsible for any funds that are wired to a false account by any client/customer in a Real Estate transaction and you hereby release Russell Real Estate Services, it's agents and employees from any and all liability in regard to any occurrence of or the potential occurrence of a wire fraud.

We hereby state that we have read, understand and acknowledge receipt of this addendum.

DocuSigned by:			
SELLER: <u>Michael P Williams</u>	<u>4/1/2019</u>	BUYER: <u>[Signature]</u>	<u>03/27/19 10:03 PM EDT</u> FSVO-AMSS-PDBM-WBWG
0573B9956995483 Signature	Date	Signature	Date
<u>Regina Caeli Retirement Properties LLC</u>		<u>Christopher Nelson</u>	
Print Name		Print Name	
SELLER: _____	BUYER: _____		
Signature	Date	Signature	Date
_____		_____	
Print Name		Print Name	



RUSSELL REAL ESTATE SERVICES HMS SERVICE AGREEMENT DISCLOSURE



Property: 10630 Thrush ave, Cleveland, OH 44111

Date: 03/27/2019

As a convenience and service to our clients, customers and individuals who are involved in a real estate transaction with The Russell Realty Company, DBA; Russell Real Estate Services, we have entered into a Service Agreement with HMS Home Warranty/HMS National, Inc. (HMS). This relationship is provided to offer a source of service related to a real estate transaction from a respected provider of their service.

Russell Real Estate Services does not own or have an equity ownership interest in HMS National, Inc. (HMS), the service provider below. However, because of our Service Agreement, our advertisement of the listed service provider may provide a financial or other benefit to The Russell Realty Company, its' shareholders, and or Real Estate Broker.



HMS Home Warranty/HMS National, Inc. (HMS) is a provider of limited home warranties and has a business relationship with The Russell Realty Company under the terms of a Service Agreement. HMS may provide a financial or other benefit to The Russell Realty Company under the terms of this Service Agreement. Premiums for a one year limited home warranty range start at \$489 for basic coverage and increase depending on equipment and systems in the structure and options selected. The existence of this Service Agreement does not increase the cost of the limited home warranty to the public.

You are **NOT** required to use and/or purchase any service/product from or through HMS National, Inc. (HMS) as a condition for purchase, sale or refinance of the subject property. **There are other companies and agencies available that sell similar services/products. You may, and are advised to, inquire with other individuals and/or entities to determine if you are receiving the best services/products, and at the best price/rate for said products/services.**

You are **NOT** required to use and/or purchase any service/product from or through HMS National, Inc. (HMS) as a condition for purchase, sale or refinance of the subject property. **There are other companies and agencies available that sell similar services/products. You may, and are advised to, inquire with other individuals and/or entities to determine if you are receiving the best services/products, and at the best price/rate for said products/services.**

Acknowledgement: I/We have read this disclosure form, and understand that The Russell Realty Company, DBA: Russell Real Estate Services has a Service Agreement with HMS National, Inc. (HMS) to advertise the products and services of the company. I/We, the undersigned, acknowledge that I/we have: read, understand and received a copy of this disclosure form.

DocuSigned by:
Michael P Williams 4/1/2019
Seller 599569934B6... Date

Regina Caeli Retirement Properties LLC
Print Name
[Redacted]
Seller Date

Print Name

Christopher Nelson
Buyer Date
dotloop verified
03/27/19 10:03 PM EDT
RBRR-CMIS-POIW-IRZP

Christopher Nelson
Print Name
[Redacted]
Buyer Date

Print Name