



PURCHASE AGREEMENT OFFER, RECEIPT AND ACCEPTANCE

1 **BUYER** The undersigned Brian Burk offers to buy the
2 **PROPERTY** located at 999 Oakwood Dr, Elyria, OH 44035
3 City _____, Ohio, Zip _____
4 Permanent Parcel No. 06-24-024-108-006, and further described as being: _____
5 _____

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.
11 The following items shall also remain: satellite dish; range and oven; microwave; kitchen refrigerator;
12 dishwasher; washer; dryer; radiator covers; window air conditioner; central air conditioning; gas
13 grill; fireplace tools; screen; glass doors and grate; all existing window treatments; ceiling fan(s);
14 wood burner stove inserts; gas logs; and water softener. Also included: _____
15 mini fridge under the bar
16 NOT included: _____
17 _____

18 **SECONDARY OFFER** This is is not a secondary offer. This secondary offer, if applicable, will become a
19 primary offer upon BUYER's receipt of a signed copy of the release of the primary offer on or before
20 _____ (date). BUYER shall have the right to terminate this secondary offer at any time prior to
21 BUYER's receipt of said copy of the release of the primary offer by delivering written notice to the SELLER or the
22 SELLER's agent. BUYER shall deposit earnest money within four (4) days of becoming the primary offer.

23 **PRICE** BUYER shall pay the sum of \$ ~~129,000~~ 130,000
24 Payable as follows:
25 Earnest money paid to Broker will be deposited in a non-
26 interest bearing trust account and credited against
27 purchase price. \$ 1,000
28 Check to be deposited immediately upon the
29 formation of a binding AGREEMENT, as defined
30 below on lines 231-238.
31 Note to be redeemed within four (4) days after
32 formation of a binding AGREEMENT, as defined
33 below on lines 231-238.
34 Cash to be deposited in escrow \$ tbd by lender
35 Mortgage loan to be obtained by BUYER \$ tbd by lender
36 CONVENTIONAL, FHA, VA, OTHER _____
37 _____

38 **FINANCING** BUYER shall make a written application for the above mortgage loan within 7 days
39 after acceptance and shall obtain a commitment for that loan on or about 2/21/2020. If,
40 despite BUYER's good faith efforts, that commitment has not been obtained, then this AGREEMENT shall be null
41 and void. Upon signing of a mutual release by SELLER and BUYER, the earnest money deposit shall be returned
42 to the BUYER without any further liability of either party to the other or to Broker and their agents.

Approved by CABOR, LoCAR, LCAR and GeCAR   
Revised May 1, 2000
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SELLER'S INITIALS AND DATE
BUYER'S INITIALS AND DATE
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FHA OR VA MORTGAGE ADDENDUM

To be used in conjunction with the Residential Real Estate Purchase Agreement approved by the Toledo Board of REALTORS® and the Toledo Bar Association, who have also approved this Form.

This Addendum is made part of the Residential Real Estate Purchase Agreement dated 2/9/2020, 20__, between _____, as Seller and Brian Burk _____ as Purchaser for the property located at 999 oakwood Dr, Elyria, OH 44035 ("Agreement"). In the event of any conflict or ambiguity in the terms of the Agreement and this Addendum, the terms of this Addendum shall govern. Any terms not defined herein shall have the same meaning as set forth in the Agreement.

Unless otherwise expressly waived by Seller, this Agreement and Seller's obligation to sell and Purchaser's obligation to purchase the Property are conditioned upon the following:

- 1. Condition of the Property. Acceptance of the Property in its present condition by FHA or VA. The parties expressly recognize that the Property will be appraised by FHA or VA. Purchaser's obligation to close under the Agreement is expressly contingent on the Property being appraised by FHA/VA at a value of not less than \$130,000. The Purchaser's obligation to close under the Agreement is further conditioned on the Seller remedying any items required to be repaired or replaced pursuant to the appraisal. The parties agree that Seller's obligation to make such repairs and/or replacements required by the FHA/VA appraisal shall not exceed \$to be determined
2. Seller Contribution. Seller to pay up to \$0 for Purchaser's closing costs, points and pre-paid items.
3. Pest Inspection. Any pest inspection report required by VA must be furnished at Seller's expense.
4. Additional Lender Documents. The parties agree to execute any documents reasonably required by Purchaser's lender, FHA or VA in connection with Purchaser's FHA or VA mortgage, including but not limited to the FHA/VA amendatory clause and certifications as same may be amended.

DocuSigned by: [Signature] 2/9/2020
Purchaser Date

Seller Date

Purchaser Date

Seller Date