



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: 3260 West 141st st, Cleveland, OH 44111

Buyer(s): Nick Mavros

Seller(s): Robert Filippi and Elizabeth Flippi

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by Kristine Korber AGENT(S) and ReMax Crossroads BROKERAGE

The seller will be represented by Christopher Kaylor AGENT(S) and Realty Trust Services, LLC 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 principal 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.

<u>Nick Mavros</u>	dotloop verified 06/21/21 4:26 PM EDT IGVV-K2PD-PXUQ-BQ4T
BUYER/TENANT	DATE
BUYER/TENANT	DATE

<u>Robert Filippi</u>	<u>6/22/2021</u>
SELLER/LANDLORD	DATE
<u>Elizabeth M. Filippi</u>	<u>6/22/2021</u>
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 principal 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 principal broker and manager are dual agents. There are two exceptions to this. The first is where the principal broker or manager is personally representing one of the parties. The second is where the principal broker or manager is selling or buying his own real estate. These exceptions only apply if there is another principal 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 :

Ohio Department of Commerce
Division of Real Estate & Professional Licensing
77 S. High Street, 20th Floor
Columbus, OH 43215-6133
(614) 466-4100





**RESIDENTIAL PURCHASE AGREEMENT
OFFER, RECEIPT AND ACCEPTANCE**

1 **BUYER:** The undersigned Nick Mavros offers to buy the

2 **PROPERTY:** Located at 3260 West 141st st,

3 City Cleveland, Ohio, Zip Code 44111.

4 Permanent Parcel No(s) .021-01-041

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

14 Also included: _____

15 _____

16 Fixtures NOT Included: _____

17 _____

18 Note: This Agreement supersedes any advertising for the Property in respect to chattel.

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

24 **PRICE:** BUYER shall pay the sum of.....\$205,125.00

25 Earnest money payable to Escrow Agent as defined below in the amount of \$ 5,000.00

26 Check payable to Escrow Agent and deposited immediately upon the formation of a binding Agreement

27 Note to be redeemed and payable to Escrow Agent _____

28 Balance of down payment to be deposited with Escrow Agent.....\$7,180.00

29 BUYER will will not (check one) meet down payment requirement

30 In cash, without regard to the sale and/or closing of any other real Property

31 Mortgage loan to be obtained by BUYER.....\$197,945

32 Conventional FHA VA Other _____

33 _____

34 _____

35 **FINANCING:** BUYER shall make a written application for the above mortgage loan within five days
36 and shall obtain a commitment for that loan no later than 7/23/2021 days after Acceptance as defined below.
37 If the title transfer cannot occur by the date of title transfer specified below due to no fault of either party, any
38 government regulation or lender requirement, the date of closing shall be extended for the period necessary to satisfy
39 these requirements, not to exceed fourteen (14) business days. At Seller's written election, if, despite BUYER's good
40 faith efforts, that commitment has not been obtained, then this Agreement shall be null and void. Upon signing of a
41 *mutual release* by SELLER and BUYER, the earnest money deposit shall be returned to the BUYER without any
42 further liability of either party to the other or to the Brokers and their agents.

06/21/21
BUYER'S INITIALS AND DATE
dotloop verified

RF EML 6/22/2021
SELLER'S INITIALS AND DATE

Property Address: 3260 West 141st st, Cleveland, OH 44111

43 **CLOSING:** All funds and documents necessary for the completion of this transaction shall be placed in escrow
44 with the lending institution or Escrow Agent on or before 07/29/2021, and title shall transfer
45 on or about 07/30/2021. Ohio law requires that closing funds over the amount of \$10,000 be
46 wired to the Escrow Agent. The parties shall directly consult their lender or financial institution and Escrow Agent for
47 wiring requirements to assure that funds are received in a timely manner.

48 **POSSESSION:** SELLER shall deliver possession to BUYER of the Property within TT days by 5:00 (time),
49 AM PM after the deed has been recorded. Subject to BUYER's rights, if any, the Property may be occupied by
50 the SELLER free for --- days and additional --- days at a rate of \$---- per day. Insurance payment
51 and collection of fees for use and occupancy after title transfer are the sole responsibility of Seller and Buyer.

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

63 **PRORATIONS:** General taxes, annual maintenance fees, subdivision charges, special assessments, city and
64 county charges and tenant's rents, if any, collected or uncollected, shall be prorated as of the date the title has been
65 recorded. Taxes and assessments shall be prorated based upon the latest available tax duplicate. However, if the
66 tax duplicate is not yet available or the improved land is currently valued as land only, taxes and assessments shall
67 be prorated based upon 35% of the selling price times the millage rate. The Escrow Agent is instructed to contact the
68 local governmental taxing authority, verify the correct tax value of the Property as of the date the title has been
69 recorded and pay the current taxes due to the date the title has been recorded. If the Property being transferred is
70 new construction and recently completed or in the process of completion at the time of Acceptance, the Escrow Agent
71 is instructed to make a good faith estimate of the taxes to be owed on the value of the improved Property to the date
72 the title has been recorded and reserve sufficient funds in escrow from SELLER's net proceeds to pay those taxes
73 when they become due and payable after the title has been recorded. The Escrow Agent is instructed to release the
74 balance of the funds on reserve to SELLER upon notice from the local county auditor that the taxes on the land and
75 improvements have been paid in full to the date the title transfer. BUYER acknowledges that the latest available tax
76 duplicate may not reflect the accurate amount of taxes and assessments that will be owed. SELLER shall reimburse
77 BUYER directly outside of escrow for any increase in valuation and the cost of all passed or levied, but not yet
78 certified, taxes and assessments, if any, prorated to the date the title has been recorded. SELLER is not aware of
79 any proposed taxes or assessments, public or private, except the following:
80

81
82 In the event the Property shall be deemed subject to any agricultural tax recoupment (C.A.U.V.),
83 BUYER SELLER agrees to pay the amount of such recoupment.

84 **CHARGES / ESCROW INSTRUCTIONS:** This Agreement shall be used as escrow instructions subject to the
85 Escrow Agent's usual conditions of Acceptance.

86 SELLER shall pay the following costs through escrow: a) deed preparation b) real estate transfer tax c) any amount
87 required to discharge any mortgage, lien or encumbrance not assumed by BUYER d) title exam and one half the cost
88 of insuring premium for Owners Fee Policy of Title Insurance e) pro-rations due BUYER f) Broker's commissions
89 g) one-half of the escrow fee (unless VA/FHA regulations prohibit payment of escrow fees by BUYER in which case
90 SELLER shall pay the entire escrow fee) and h) -----. Tenant security
91 deposits, if any, shall be credited in escrow to the BUYER. The Escrow Agent shall withhold
92 \$ 200.00 from the SELLER proceeds for payment of SELLER's final water and sewer bills.
93 SELLER shall pay all utility charges to date of title transfer or date of possession whichever is later.

94 BUYER shall pay the following through escrow (unless prohibited by VA/FHA regulations): a) one-half of the escrow
95 fee b) one half the cost of insuring premiums for Owners Fee Policy of Title Insurance; c) all recording fees for the
96 deed and any mortgage, d) \$250 additional compensation to RE/MAX Crossroads. If the closing date cannot
97 occur by the date of closing due to any government regulation or lender requirement, the date of closing shall be
98 extended for the period necessary to satisfy these requirements, not to exceed fourteen (14) business days.

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BUYER'S INITIALS AND DATE
06/21/21
dotloop verified

RESIDENTIAL PURCHASE AGREEMENT
RE/MAX Crossroads - Amended January 2020

SELLER'S INITIALS AND DATE
RAF ETR 6/22/2021

Property Address: 3260 West 141st st, Cleveland, OH 44111

99 SELLER(s) and BUYER(s) hereby authorize and instruct the Escrow Agent to send a copy of their fully signed,
100 Closing Disclosures and/or Settlement Statements, if applicable, to their respective Broker(s) listed on this Agreement
101 promptly upon title transfer.

102 HOME WARRANTY: BUYER acknowledges that limited home warranty insurance policies are available and that
103 such policies have deductibles which may not cover pre-existing defects in the Property, and have items other
104 exclusions. Broker and/or Agents may receive a fee from the home warranty provider. BUYER [X]does []does not
105 elect to secure a Limited Home Warranty Plan issued by APHW The cost of
106 \$ 770.00 shall be paid by [X]BUYER []SELLER through escrow. PAID BY BUYER RFF [EMF] 6/22/2021

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

117 Inspections required by any state, county, local government or FHA/VA do not necessarily eliminate the need
118 for the inspections listed below.

119 Waiver: [Signature] (initials) BUYER elects to waive each professional inspection to which BUYER has not
120 indicated. Any failure by BUYER to perform any inspection indicated "yes" herein is a waiver of such inspection
121 and shall be deemed absolute Acceptance of the Property by BUYER in its "as is" condition.

Choice	Inspections		Expense	
			BUYER	SELLER
122 Yes No				
123 [X] []	GENERAL HOME	10 days from Acceptance of Agreement	[X]	[]
124 [] []	SEPTIC SYSTEM	_____ days from Acceptance of Agreement	[]	[]
125 [] []	WELL WATER.....	_____ days from Acceptance of Agreement	[]	[]
126 [] []	([] flow, [] potability)			
127 [] []	RADON.....	_____ days from Acceptance of Agreement	[]	[]
128 [] []	MOLD.....	_____ days from Acceptance of Agreement	[]	[]
129 [] []	PEST/	_____ days from Acceptance of Agreement	[]	[]
130 [] []	WOOD DESTROYING INSECTS			
131 [] []	OTHER.....	_____ days from Acceptance of Agreement	[]	[]
132 [] []				
133	(list other inspections) _____			

134 Within three (3) days after completion of the last inspection, BUYER shall elect only one of the following:
135 a. Remove the inspection contingency and accept the Property in its "as is" present physical condition. If the
136 Property is accepted in its "as is" present physical condition, BUYER agrees to sign an Amendment to the
137 Residential Purchase Agreement removing the inspection contingency and this Agreement will proceed in full
138 force and effect; OR
139 b. Accept the Property subject to SELLER agreeing to have specific items that were identified in a written
140 inspection report, if requested, repaired by a professional contractor at SELLER's expense. If the Property is
141 accepted subject to the SELLER repairing specific defects, BUYER agrees to provide SELLER with a copy of
142 all inspection reports, if requested, and sign an Amendment to the Residential Purchase Agreement removing
143 the inspection contingency and identifying the defects which are to be repaired. SELLER and BUYER shall
144 have five (5) days from SELLER's receipt of the written list of defects and the inspection report(s), if requested,
145 to agree in writing which defects, if any, will be corrected at SELLER's expense. If a written Agreement is not
146 signed by SELLER and BUYER within those five (5) days, this Agreement is null and void and SELLER and
147 BUYER agree to sign a mutual release, with the earnest money being returned to the BUYER. (see line 251)
148 The BUYER and SELLER can mutually agree in writing to extend the dates for inspections, repairs, or to
149 exercise their right to terminate the Agreement. SELLER agrees to provide reasonable access to the Property
150 for BUYER to review any conditions corrected by SELLER; OR

Page 3 of 7 BUYER'S INITIALS AND DATE [Signature] 06/21/21

SELLER'S INITIALS AND DATE [Signature] 6/22/2021

Property Address: 3260 West 141st st, Cleveland, OH 44111

151 c. Terminate this Agreement if written inspection report(s) identify material latent defects not previously
152 disclosed in writing by the SELLER and/or any cooperating real estate broker. If BUYER elects to terminate
153 this Agreement based upon newly discovered material latent defects in the Property, BUYER shall provide a
154 copy of the written inspection report(s), if requested, to the SELLER, and both parties agree to sign a *mutual*
155 *release*. The earnest money will be returned to the BUYER without any further liability of either party to the
156 other or to the Broker(s).

157 Yes No

158 **LEAD-BASED PAINT:** BUYER shall have the right to have a risk assessment or inspection of the Property
159 by a licensed inspector, for the presence of lead-based paint and/or lead-based paint hazards at BUYER'S expense
160 within _____ days after Acceptance. (See EPA pamphlet "*Protect Your Family From Lead In Your Home*" for more
161 information.) In the event existing deficiencies or corrections are identified by the inspector in their written report,
162 BUYER shall have the right to terminate the AGREEMENT or request that the SELLER repair the specific existing
163 deficiencies noted on the written inspection report. In that event, BUYER shall immediately provide SELLER with a
164 copy of the written inspection and/or risk assessment report. Upon receipt of the inspection report and BUYER'S
165 request for repairs, SELLER shall have the option to either agree to correct the deficiencies identified in the inspector's
166 written report or decline to do any repairs. If SELLER elects to correct the deficiencies, SELLER shall provide to
167 BUYER, prior to Title Transfer, a certificate from a qualified risk assessor or inspector demonstrating that the
168 deficiencies have been remedied. If SELLER declines to correct the deficiencies, BUYER may terminate the
169 AGREEMENT upon written notice to SELLER or accept the Property in its "AS IS" condition. BUYER may remove
170 this right of inspection at any time without SELLER'S consent.

171 BUYER HAS (BUYER'S initials) HAS NOT (BUYER'S initials) received a copy
172 of the EPA pamphlet **PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME** and a copy of the "**DISCLOSURE**
173 **ON LEAD-BASED PAINT AND/OR LEAD PAINT HAZARDS.**"

174 If BUYER has not received such pamphlet and disclosure, then this offer is subject to the SELLER completing the
175 disclosure form and BUYER'S review and approval of the information contained on the disclosure form within _____
176 days from BUYER's receipt.

177 BUYER and SELLER may agree IN WRITING to extend the dates for inspections, repairs, and to exercise their right
178 to terminate the Agreement. SELLER shall provide reasonable access to the Property for BUYER to review and
179 approve any conditions corrected by SELLER. If this is a secondary offer, the number of days specified for each of
180 the inspections indicated in lines 124-133 shall be from the date this becomes the primary contract and not from the
181 date of Acceptance.

182 **MEGAN'S LAW:** SELLER warrants that SELLER has disclosed to BUYER all notices received pursuant to Ohio's
183 sex offender law. The BUYER acknowledges that the information disclosed may no longer be accurate and agrees
184 to inquire with the local sheriff's office or the Ohio Attorney General's office. BUYER shall rely on BUYER's own
185 inquiry and not SELLER or any real estate agent.

186 **CONCESSIONS:** BUYER and SELLER authorize the Brokers to report sales and financing concessions data to the
187 MLS membership and MLS sold databases as applicable and to provide this information to state licensed appraisers
188 researching comparables, upon inquiry, to the extent necessary to adjust price to accurately reflect market value.

189 **LOSS HISTORY REPORT:** It is recommended that BUYER(s) obtain and review an insurance claims loss history
190 report on the Property. BUYER understands and agrees that BUYER shall be solely responsible for obtaining the
191 report.

192 **CONDITION OF PROPERTY:** BUYER has examined the Property and agrees that the Property is being purchased
193 in its "AS IS" present physical condition including any defects disclosed by SELLER on the Ohio *Residential*
194 *Property Disclosure Form* or identified by any inspections requested by either party or any other forms or addenda
195 made a part of this Agreement. SELLER shall notify BUYER in writing of any additional disclosure items that arise
196 between the date of Acceptance and the date of recording of the deed. BUYER has not relied upon any
197 representations, warranties, or statements about the Property (including but not limited to its condition or use) unless
198 otherwise disclosed on this Agreement or on the *Residential Property Disclosure Form*.

199 1. BUYER has received and carefully reviewed of SELLER's *Residential Property Disclosure Form*
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 gas line leak found between the street and foundation at the
204 time of title transfer, or restoration of utilities, whichever is sooner. SELLER shall comply with any and all local
205 governmental point of sale laws and/or ordinances. SELLER will promptly provide BUYER with copies of any notices

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BUYER'S INITIALS AND DATE
06/21/21

RESIDENTIAL PURCHASE AGREEMENT
RE/MAX Crossroads - Amended January 2020

SELLER'S INITIALS AND DATE
RFEMT 6/22/2021

Property Address: 3260 West 141st st, Cleveland, OH 44111

206 received from governmental agencies to inspect or correct any building code or health violations. If applicable,
207 BUYER and SELLER have five (5) days after receipt by BUYER of all notices to agree in writing which party will be
208 responsible for the correction of any building code or health violation(s). If BUYER and SELLER cannot agree in
209 writing, this Agreement may be declared null and void by either party. In that event SELLER and BUYER shall sign
210 a mutual release with instruction to the Broker on disbursement of the earnest money.

211 **DEBRIS AND PERSONAL PROPERTY:** SELLER shall remove all debris and personal Property not included in this
212 Agreement by the date and time of the of the BUYER's possession. Property will be delivered in broom clean
213 condition.

214 **WALK THROUGH:** The parties agree that BUYER will be given an opportunity to walk through the Property on or
215 about 3-5 day(s) prior to the date of the title transfer solely for the purpose of verifying that the Property is in the
216 same or similar condition, absent normal wear and tear that it was at the time of the execution of the Agreement.
217 BUYER acknowledges and agrees that no issues may be raised at the time of the walk-through with respect to any
218 condition of the Property that was in existence at the time of BUYER's viewing or inspection of the Property. In the
219 event that the walk-through evidences a material adverse change in the condition of the Property, then BUYER shall
220 promptly notify SELLER and the Escrow Agent in writing. Thereafter, the parties shall mutually agree in writing upon
221 an amount to be either: (1) held in escrow from SELLER's proceeds pending correction of the material adverse
222 change; or (2) credited to BUYER through escrow at the time of title transfer.

223 **REPRESENTATIONS AND DISCLAIMERS:** The parties agree that SELLER has completed the Ohio Residential
224 Property Disclosure Form and otherwise disclosed all about material conditions and defects affecting the
225 Property. The parties hereby agree to release and to indemnify and hold the Broker(s) and their agents harmless
226 from any and all claims, actions, injuries or damages relating to the Property, including any misrepresentations or
227 omissions of SELLER. BUYER acknowledges and agrees that the Broker(s) and agents do not verify or investigate
228 SELLER'S disclosures, including those made on the Ohio Residential Property Disclosure. BUYER has not relied
229 on any verbal or written representation of any broker or agent about the Property, including without limitation its
230 features, characteristics, improvements, fitness, use, value, or condition, square footage, zoning, lot dimensions,
231 mold, structure, soils, homeowners' fees, public and private assessments, utilities, taxes, or special assessments
232 except as listed below: (BUYER must specify:)
233 none

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

240 **ADDENDA:** The additional terms and conditions in the attached addenda are made part of this Agreement
241 Agency Disclosure Form Residential Property Disclosure VA FHA FHA Home Inspection Notice
242 Secondary Offer Condominium Short Sale House Sale Contingency House Sale Concurrency
243 Lead Based Paint (required if built before 1978) Homeowner's Association Affiliated Business Arrangement
244 Disclosure Statement Other:
245

246 **The terms and conditions of any addenda will supersede any conflicting terms in the Purchase Agreement.**

247 **ADDITIONAL TERMS:** _____
248 _____
249 _____

250 **EARNEST MONEY:** In the event of a dispute between SELLER and BUYER regarding the disbursement of the
251 earnest money in the Escrow Agent's trust account, the Escrow Agent is required by Ohio law to maintain such funds
252 in a trust account until the Broker or Escrow Agent receives (a) written instructions signed by all parties specifying
253 how the earnest money is to be disbursed or (b) a final court order that specifies to whom the earnest money is to be
254 rewarded. The Escrow Agent shall have the right to apply earnest money being held by Escrow Agent to the real
255 estate commission owed the Broker.

256 **PROFESSIONAL ADVICE AND ASSISTANCE:** The parties acknowledge and agree that the purchase of real
257 Property encompasses many professional disciplines. While the Brokers and/or their agents possess considerable
258 general knowledge, the Broker and/or its agent are not experts on matters of law, tax, financing, surveying, structural

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BUYER'S INITIALS AND DATE
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259 conditions, hazardous materials, environmental conditions, inspections, engineering, etc. The parties agree to
260 seek professional expert assistance and advice in these and other areas of professional expertise.

261 If Broker and/or its Agents provides names of companies or sources for such advice and assistance, the parties
262 additionally acknowledge and agree that the Broker does not warrant, guarantee, or endorse the services and/or
263 products of such companies or sources.

264 **ELECTRONIC DATA SECURITY:** Broker, its agents and employees will never request a party to wire funds or to
265 supply personal financial data, including without limitation credit or debit card or bank account numbers. The parties
266 agree to independently confirm any communications instructions, including for transfer or deposit, directly with Escrow
267 Agent identified herein. The parties hereby release all brokers and agents involved in this transaction from any and
268 all claims, damages, and causes of action related to any unlawful electronic data security access by a third party.
269 *If you suspect email fraud, contact your Agent, Title Company, and Loan Officer.*

270 **BINDING AGREEMENT:** For purposes of this Agreement, "Days" shall be defined as calendar days. "Acceptance"
271 shall occur when the latter of the parties signs this Agreement without making material change and then delivers
272 either written or verbal notice of such signature(s) to the other party or that party's agent. It is agreed and understood
273 that the brokers and agents in this transaction do not have authority to bind buyer or seller to the purchase or sale of
274 the Property. Upon Acceptance, this offer and all attachments and addenda, shall become an Agreement
275 ("Agreement") binding on the parties, their heirs, executors, administrators, and assigns. The terms, covenants,
276 conditions, and provisions of this Agreement to be performed by SELLER shall survive delivery and recording of the
277 Deed.

278 **THIS IS A LEGALLY BINDING AGREEMENT. PARTIES SHALL DIRECT QUESTIONS ABOUT IT TO THEIR**
279 **INDEPENDENT LEGAL COUNSEL.**

280
281 BUYER Nick Mavros dotloop verified
06/21/21 4:26 PM EDT
HWXF-MOMX-DWYE-RGBX Date _____ Phone _____

282 Print Name Nick Mavros Email nnavros17@gmail.com

283 BUYER _____ Date _____ Phone _____

284 Print Name _____ Email _____

285 Mailing Address _____

286 _____

287 **ACCEPTANCE:** SELLER accepts the above offer and irrevocably instructs Escrow Agent to pay from
288 SELLER's escrow funds a commission of \$ _____ or three/two percent (3/2 %) of the
289 purchase price to ReMax Crossroads (Selling Broker) Strongsville (Office)
290 and \$per listing agreement _____ plus _____ percent (_____ %) of the purchase price to
291 Realty Trust Services, LLC (Listing Broker) _____ (Office) and \$250 if the
292 Property is listed with RE/MAX Crossroads.

293 SELLER Robert F. Filippi Date 6/22/2021 Phone _____

294 Print Name Robert F. Filippi Email _____

295 X SELLER Elisabeth M. Filippi Date 6/22/2021 Phone _____

296 Print Name Elisabeth M. Filippi Email _____

297 Mailing Address: _____

298 _____

Page 6 of 7
BUYER'S INITIALS AND DATE
NR 06/21/21
dotloop verified

SELLER'S INITIALS AND DATE
RAF EMF 6/22/2021

Property Address: 3260 West 141st st, Cleveland, OH 44111

299 Selling Broker's Name, BR License Number, Address:
300 RE/MAX Crossroads #2005008120
301 17149 SouthPark Center, Strongsville, OH 44136
302 Telephone: (440) 846-0077
303 Email: crossroads@remaxneo.com

Listing Broker's Name, BR License Number, Address:
Realty Trust Services
Telephone:
Email:

304 Selling Agent's Name:
305 Kristine Korber
306 RE License #:2013004422
307 Telephone:216.219.1121
308 Email: kdouglaskorber@yahoo.com

Listing Agent's Name:
Christopher Kaylor
RE License #: 2011003065
Telephone: (330) 840-1073
Email: chrisckaylor@gmail.com

309 Co-Selling Agent's Name:
310 _____
311 RE License #:
312 Telephone:
313 Email:

Co-Listing Agent's Name:

RE License #:
Telephone:
Email:



FHAVA ADDENDUM

This Addendum is made part of the Offer to Purchase and Acceptance by and between Nick Mavros _____ ("BUYER")

and Robert and Elizabeth Filippi _____ ("SELLER")

for the property known as 3260 West 141st st, Cleveland, OH 44111 _____, Ohio, (the "Property"),

with offer dated 06/21/2021 _____ ("Agreement"). The parties agree that the financing for the property referenced above shall 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 \$205,125.00. 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 \$n/z. 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 FHAVA INSURED MORTGAGE TRANSACTION: I certify that the terms of the sales contract dated 06/21/2021 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 shall pay \$0- toward BUYER'S points and/or closing costs, and/or prepaids to the extent permissible by FHAVA 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 RE/MAX Crossroads 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 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.

Nick Mavros
BUYER
dotloop verified
06/21/21 4:26 PM EDT
NLMK-TX9B-AYW4-GSCW
DATE

Robert Filippi
SELLER
6/22/2021
DATE

BUYER
DATE

* Elizabeth M. Filippi
SELLER
6/22/2021
DATE

SELLING AGENT
DATE

LISTING AGENT
DATE

SELLING AGENT
DATE

Christopher Kaylor
LISTING AGENT
6/22/2021
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.

LENDER REQUIRES ORIGINAL ADDENDUM

Contract No: _____



Supreme Home Warranty Agreement/Invoice

To obtain a Contract Number or to order a Warranty - T: 1.800.648.5006 | F: 1.888.479.2652
APHW • 5775 Ann Arbor Rd. • Jackson, MI 49201 | APHW.COM | aphwoffice@aphw.com

IMPORTANT: FOR SERVICE CALL: 1.800.648.5006. NO PAYMENT OR REIMBURSEMENT FOR SERVICES PERFORMED WITHOUT PRIOR APPROVAL

~ Please be sure to fill in all applicable areas of information. ~

Seller's Name

Robert and Elizabeth Filippi

Property Address No. & Street

3260 West 141st st

City	State	County	Zip
Cleveland	OH	Cuyahoga	44111

Phone #

Seller's E-mail

Buyer's Name

Nick Mavros

Phone #

Buyer's E-mail

nmaavros17@gmail.com

Real Estate Office

Address

City	State	Zip
------	-------	-----

Phone #	Fax #
---------	-------

Real Estate Agent

Agent's E-mail

Closing Date

Listing date

06/17/2021

BOTH PARTIES AGREE THAT THE OBLIGATIONS FOR REPAIR OR SERVICE UNDER THIS AGREEMENT ARE SOLELY THOSE OF THE SERVICE PROVIDER AND ARE NOT THE OBLIGATION OF ANY REAL ESTATE FIRM. SEE ADDITIONAL TERMS AND CONDITIONS ON THE PREVIOUS PAGES.

SELLER AND BUYER ACKNOWLEDGE BY SIGNATURE OR PAYMENT THAT HE OR SHE HAS READ, UNDERSTANDS AND ACCEPTS THIS SUPREME HOME WARRANTY AGREEMENT INCLUDING ALL SERVICE AGREEMENT TERMS AND CONDITIONS.

Seller(s) Signature(s) Robert & Elizabeth Filippi Date 6/22/2021

Buyer(s) Signature(s) Nick Mavros Date 6/22/2021

Buyer(s) Signature(s) _____ Date _____

Buyer(s) Signature(s) _____ Date _____

WAIVER

Applicant has reviewed the Supreme Home Warranty Agreement and hereby declines coverage. Applicant agrees to hold the real estate broker and agent harmless in the event of a significant mechanical failure which otherwise would have been covered under the Supreme Home Warranty Agreement.

Seller(s) Signature(s) _____ Date _____

Buyer(s) Signature(s) _____ Date _____

HOUSING TYPE (Please Check One)

- Single/Family
- Duplex (2 warranties)
- Fourplex (4 warranties)
- Manufactured Home Year Manufactured: _____
- Foreclosed/Repossessed Home**
- Condo/Townhouse
- Triplex (3 warranties)
- New Home Construction

**See Terms and Conditions "General #9"

PLAN OPTIONS (Please Check One)

- Buyer's Premier Coverage Plan.....\$685
Standard Coverage Items + Buyer Preferred Upgrade
+ Washer & Dryer Coverage + \$50 Deductible

Single Family - One Year:

- \$100 Deductible \$425
- \$50 Deductible \$460

Single Family - Two Year:

- \$100 Deductible \$799

Condo/Townhouse Plan - One Year:

- \$75 Deductible \$399

New Construction Plan for Buyers - Three Years:

- \$75 Deductible \$550
Coverage begins 366 days after closing
and continues for three years

Multi-family Unit Plans (\$75 Deductible) - One Year:

- Duplex (2 warranty agreements) \$770
- Triplex (3 warranty agreements) \$1,074
- Fourplex (4 warranty agreements) \$1,380

BUYER COVERAGE OPTIONS (Check All That Apply)

- Buyer Preferred Upgrade \$140 x ___ yrs. = \$ _____
Important: If the Buyer Preferred Upgrade has been selected and the property is a multiple family dwelling, the upgrade package must be purchased for each unit.
- Pool/Spa \$185 x ___ yrs. = \$ _____
- Premium Salt Water/Pool/Spa \$345 x ___ yrs. = \$ _____
- Jetted Bathtub \$125 x ___ yrs. = \$ _____
- Clothes Washer & Dryer.... \$85 x ___ yrs. = \$ _____
- Water Softener \$85 x ___ yrs. = \$ _____

SELLER'S COVERAGE

- Seller Preferred Upgrade \$75

Plan Cost(s) \$ _____

Option Cost(s) \$ _____

Total..... \$ _____

PLEASE REMIT PAYMENT TO:

AMERICA'S PREFERRED HOME WARRANTY
PO BOX 772150 | DETROIT, MI 48277-2150

SUBMIT