



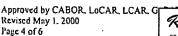
PURCHASE AGREEMENT OFFER, RECEIPT AND ACCEPTANCE

	The undersigned	Cath at		Onoid to 00, to
ROP	ERTY located at			
ity	Cleveland		, Ohio, Zip44105	
ema			ner described as being:	
ippuriow of which is the following the follo	enant rights, privileges a in the property: all electr gs, screens, storm wind I unit, smoke detectors, illowing items shall also washer, D washer; D d I fireplace tools; D scre	and easements, and all buil ical, heating, plumbing and ows, curtain and drapery figarage door opener(s) and remain: remain: ryer; glass doors and glass doors and glass doors	SENT PHYSICAL CONDITION, stillings and fixtures, including such bathroom fixtures; all window are ixtures; all landscaping, disposal, are controls; all permane or range and oven; or microwave window air conditioner; or central grate; or all existing window treats	of the following as and door shades, blind TV antenna, rotor antly attached carpeting U kitchen refrigeral air conditioning; U genents; U ceilling fand
J Wo	od burner stove Inserts; I	☑ gas logs; and ☑ water so	oftener. Also included:	
TON	ncluded:			
	BUYER shall pay the sile as follows:	sum of \$	42,000.00	
intere		will be deposited in a non- unt and credited against \$		
Ch for	eck to be deposited mation of a binding A	immediately upon the AGREEMENT, as defined		
□ No for	mation of a binding A	rithin four (4) days after AGREEMENT, as defined		
	ow on lines 231-238. to be deposited in escro	w \$	41,000.00	
	age loan to be obtained			
_	-	U VA, A OTHER CASH		
	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			
				n/a
FINA	NCING BUYER shall maccentance and shall o	ake a written application fo btain a commitment for th	or the above mortgage loan with	in c
despi	e BUYER's good faith e	fforts, that commitment has	s not been obtained, then this AG	REEMENT shall be
and v	oid. Upon signing of a m	utual release by SELLER a	and BUYER, the earnest money of the other or to Broker and their is	deposit shall be retui
	ed by CABOR, LoCAR, LCAR			-3
		WOOD THE PARTY OF	KM MJM 8/31/2021	
Revised Page 1	May 1, 2000	SELLER'S 1935 LAND DAT	E BUYER'S INITIALS AND DA	TE OF

43 44 45 46	NOTE: In the event of a dispute between SELLER and BUYER over the return or forfeiture of earnest money held in escrow by a Broker, the Broker is required by state law to retain said funds in the Broker's trust or escrow account until a written release from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competent jurisdiction.
47 48 49	CLOSING All funds and documents necessary for the completion of this transaction shall be placed in escrow with the lending institution or escrow company on or before Sept 16, 2021 or sooner, and title shall be transferred on or about Sept 16, 2021 or sooner
50 51 52 53 54	POSSESSION SELLER shall deliver possession to BUYER onTitle transfer (date) at4PM (time) □ AM □ PM, provided the title has transferred. Subject to BUYER's rights, if any, the premises may be occupied by the SELLER free for0 () days. Additional NA days at a rate of \$0 per day. Payment and collection of fees for use and occupancy after transfer of title are the sole responsibility of SELLER and BUYER.
55 56 57 58 59 60	FITLE SELLER shall convey a marketable title to BUYER by general warranty deed and/or flduciary deed, if required, with dower rights released, free and clear of all liens and encumbrances whatsoever, except a) any mortgage assumed by BUYER, b) such restrictions, conditions, easements (however created) and encroachments as do not materially adversely affect the use or value of the property, c) zoning ordinances, if any, and d) taxes and assessments, both general and special, not yet due and payable. SELLER shall furnish an Owner's Fee Policy of Title Insurance from Title One Title Company Attn: Daulton Rittler
61 62 63 64 65 66	(title company – if BUYER has a preference) In the amount of the purchase price with cost of the insuring premium split equally between SELLER and BUYER. If the property is torrenized, SELLER shall furnish an Owner's Duplicate Certificate of Title, and a United States Court Search and Tax Search. SELLER shall have thirty (30) days after notice to remove title defects. If unable to do so, BUYER may either a) accept Title subject to each defect without any reduction in the purchase price or b) terminate this AGREEMENT, in which case neither BUYER, SELLER nor any REALTOR(S) [®] shall have any further liability to each other, and both BUYER and SELLER agree to sign a mutual release, whereupon the Broker shall return the earnest money to BUYER.
68 669 70 71 72 73 74 75 76 77 78 80 81 82 88 88 88	PRORATIONS General taxes, annual maintenance fees, subdivision charges, special assessments, city and county charges and tenant's rents shall be prorated as of the date of the title transfer. Taxes and assessments shall be prorated based upon the latest available tax duplicate. However, if the tax duplicate is not yet available or the improved land is currently valued as land only, taxes and assessments shall be prorated based upon 35% of the selling price times the mililage rate. The escrow agent is instructed to contact the local governmental taxing authority, verify the correct tax value of the property as of the date of title transfer and pay the current taxes due to the date of the title transfer. If the property being transferred is new construction and recently completed or in the process of completion at the time the AGREEMENT was signed by the parties, the escrow agent is instructed to make a good faith estimate of the taxes to be owed on the value of the improved property to the date of title transfer and reserve sufficient funds in escrow from SELLER's net proceeds to pay those taxes when they become due and payable after title transfer. The escrow agent is instructed to release the balance of the funds on reserve once they receive notice from the local county auditor that the taxes on the land and improvements have been paid in full to the date of title transfer. BUYER acknowledges that the latest available tax duplicate may not reflect the accurate amount of taxes and assessments that will be owed. SELLER agrees to reimburse BUYER directly outside of escrow for any increase in valuation and the cost of all passed or levied, but not yet certified, taxes and assessments, if any, prorated to the date of title transfer. SELLER is not aware of any proposed taxes or assessments, public or private, except the following:
86 87 88 89 90 91 92	In the event the property shall be deemed subject to any agricultural tax recoupment (C.A.U.V.), DBUYER SELLER agrees to pay the amount of such recoupment. CHARGES/ESCROW INSTRUCTIONS This AGREEMENT shall be used as escrow instructions subject to the Escrow Agent's usual conditions of acceptance. SELLER shall pay the following costs through escrow: a) real estate transfer tax, b) any amount required to discharge any mortgage, lien or incumbrance not assumed by BUYER, c) title exam and one-half the cost of insuring premium for Owners Fee Policy of Title Insurance, d) prorations due BUYER, e) Broker's commissions, f) one-half of the escrow and g) other
94 95	(unless VA/FHA regulations prohibit payment of escrow fees by BUYER in which case SELLER shall pay the entire escrow fee). SELLER shall pay directly all utility charges to the date of title transfer or date of possession,

96 97 98	whiche the SE BUYE	ELLER	later. The escrow age t's final water and set	nt shall withhold \$	from osits, if any, shall	the proceeds be credited	due SELLER for in escrow to the	
99	BUYER shall pay the following through escrow (unless prohibited by VA/FHA regulations): a) one-half of the							
100	escrov	v fee l	b) one-half the cost of	finsuring premiums for Owner	rs Fee Policy of T	ille Insurance	e; c) all recording	
101	fees fo	or the o	deed and any mortgag	e, and d) other				
102				. BU\	/ER shall secure r	iew insurance	on the property.	
103 104 105 106	BUYE	R which	ch 🗆 will 🛭 will not be osing. SELLER and Bl	oility of a LIMITED HOME WA provided at a cost of \$_200.00 UYER acknowledge that this Li he property. Broker may receiv	charged	to I SELLE ARRANTY P	R D BUYER from ROGRAM will not	
107 108				ize and instruct the escrow a ers listed on this AGREEMENT			ully signed HUD1	
109 110				ze and instruct the escrow agers listed on this AGREEMENT			ully signed HUD1	
111 112 113 114 115 116 117 118 119 120	BUYE sole n any a BUYE under appar agent that h	R's chespone nd all R ac stands ent an s do n	noice within the specifical sibility to select and reliability regarding the knowledges that BU's that all real property which may affect a lot guarantee and in nurser's own duty to expect to the same and the surrections.	T shall be subject to the foll ied number of days from formaterian a qualified inspector for eselection or retention of the in YER is acting against the arrow and improvements may conproperty's use or value. BUYE to way assume responsibility for ercise reasonable care to inspect condition and systems of the	ation of binding Actor requested insuspector(s). If BUYER dvice of BUYER at and SELLER are the property's copect and make dill	SREEMENT. spection and in the control of the contro	BUYER assumes releases Broker of elect inspections, if broker. BUYER at are not readily REALTORS® and 'ER acknowledges	
121 122	INSPI NECE	ECTIC ESSAF	ONS REQUIRED BY	ANY STATE, COUNTY, LONEED FOR THE INSPECTIO	OCAL GOVERNI NS LISTED BELC	MENT OR F	HAVA DO NOT	
123 124 125	not in	dicate	d "YES." Any failure b	ils) BUYER elects to waive ea by BUYER to perform any insp bsolute acceptance of the Proj	ection indicated "	YES" herein l	s a walver of such	
126	Choic	ce		Inspection		Exper	ise	
127	Yes I	Ńо			В	UYER's	SELLER's	
128	a 1	<u>6</u>	GENERAL HOME	days from formation of	AGREEMENT	۵	۵	
129	ג ם	Ω		days from formation of		a	0	
130	a 1	. .		Y days from formation		. 🗅	a	
131	a (days from formation of			۵	
132	<u> </u>	Ø	-	s from formation of AGREEM		D ·	۵	
133		<u> </u>		s from formation of AGREEMI		⊠	0	
134		_		erly has not been damaged more p				
135 136 137 138 139 140	inspe the pi the S at SE	ction (roperty ELLER LLER	inspection requested, contingency and acce y subject to SELLER a R or identified in a writ's expense; or c) Ten	BUYER shall have three (3) of the property in its "AS IS"! I greeing to have specific items ten inspection report, repaired minate this AGREEMENT if vill in writing by the SELLER and	days to elect one PRESENT PHYSI , that were either p by a qualified con witten inspection	CAL CONDI' previously dis stractor in a p report(s) ider	TION; or b) Accept closed in writing by rofessional manner stify material latent	
141 142	Amer Approv Revised	ndmen ed by C# i May 1,	IL To Purchase AGREE ABOR, Locar, Loar, Gocal	its "AS IS" PRESENT PHYS EMENT removing the inspection R. Modina BOR and the Cuyahoga County	on contingency and Bar Association KM N	1 this AGREE IJM 8/31/2021	MENT will proceed	
	Page 3	of 6	1,0	R'S INITIALS AND DATE	BUYER'S INITIAL	S AND DATE	© Form 100	

- 143 in full force and effect. If the property is accepted subject to the SELLER repairing specific defects, BUYER shall 144 provide to SELLER a copy of the inspection report(s) and sign an Amendment To Purchase Agreement removing 145 the inspection contingency and identifying the defects which are to be repaired. SELLER and BUYER shall have 146 three (3) days from SELLER's receipt of the written list of defects and the inspection report(s) to agree in writing 147 which defects, if any, will be corrected at SELLER's expense. If a written AGREEMENT is not signed by SELLER 148 and BUYER within those three (3) days, this AGREEMENT is null and void and SELLER and BUYER agree to 149 sign a mutual release. If the BUYER elects to terminate this AGREEMENT based upon newly discovered material 150 latent defects in the property, BUYER shall provide a copy of the written inspection report to the SELLER and
- 151 both parties agree to promptly sign a mutual release. Upon signing of a mutual release by SELLER and BUYER, 152 the earnest money deposit shall be returned to the BUYER without any further liability of either party to the other 153 or to Broker(s).
- 154 The BUYER and SELLER can mutually agree IN WRITING to extend the dates for inspections, repairs, or to 155 exercise their right to terminate the AGREEMENT. SELLER agrees to provide reasonable access to the property 156 for BUYER to review and approve any conditions corrected by SELLER.
- 157 158 80 PEST/WOOD DESTROYING INSECTS An inspection of all structures on said premises shall be 159 made by a licensed inspection or exterminating agency of QBUYER's or QSELLER's choice at QBUYER's 160 DSELLER's expense and such agency's written report shall be made available to the BUYER before closing. If 161 such report shows existing infestation or damage by pests, termites or wood destroying insects, treatment of the condition shall be made by a licensed exterminating agency which shall furnish a certificate of guarantee for a 162 163 period of at least one year in the case of termites and a certificate of guarantee for a period of at least 60 days in 164 the case of wood destroying insects. ALL REPAIRS AND TREATMENT COSTS SHALL BE PAID BY THE DIBLYER 165 OR SELLER (unless FHAVA regulations prohibit payment of inspection by BUYER, in which case SELLER 166 shall pay the cost.) This AGREEMENT may be voided by the party paying for the repair, if it exceeds \$500.00.
- 167 168 LEAD BASED PAINT BUYER shall have the right to have a risk assessment or inspection of the 169 property by a qualified inspector, for the presence of lead-based paint and/or lead based paint hazards at 170 BUYER's expense within ten (10) days after formation of a binding AGREEMENT. (Intact lead-based paint that is 171 in good condition is not necessarily a hazard. See EPA pamphlet "Protect Your Family From Lead In Your Home" for more information.) In the event existing deficiencies or corrections are identified by the inspector in their 172 173 written report, BUYER shall have the right to terminate the AGREEMENT or request that the SELLER repair the 174 specific existing deficiencies noted on the written inspection report. In that event, BUYER agrees to immediately provide the specific existing deficiencies noted on the written inspection report. In that event, BUYER agrees to 175 176 immediately provide SELLER with a copy of the written inspection and/or risk assessment report. Upon receipt of 177 the inspection report and BUYER's request of repairs, SELLER will have the option to either agree to correct the 178 deficiencies identified in the inspector's written report or decline to do any repairs. If SELLER elects to correct the 179 deficiencies. SELLER agrees to provide to BUYER prior to Title Transfer with a certificate from a qualified risk 180 assessor or inspector demonstrating that the deficiencies have been remedied. If the SELLER declines to correct 181 the deficiencies, BUYER may elect to terminate the AGREEMENT or accept the property in its "AS IS" condition. 182 BUYER may remove this right of inspection at any time without SELLER's consent.
- 183 BUYER & HAS KM MJM (BUYER's initials) received a copy of the EPA pamphlet entitled "PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME" and a copy of the "DISCLOSURE ON LEAD-BASED PAINT 184
- 185 AND/OR LEAD-BASED PAINT HAZARDS."
- 186 BUYER I HAS NOT (BUYER's initials) received a copy of the EPA pamphlet entitled 187 "PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME" and a copy of the "DISCLOSURE ON LEAD-BASED
- 188 PAINT AND/OR LEAD-BASED PAINT HAZARDS (disclosure form)." This offer is subject to the SELLER
- 189 completing the disclosure form and BUYER's review and approval of the information contained on the disclosure
- 190 form within days from receipt.
- 191 MEGAN'S LAW SELLER warrants that SELLER has disclosed to BUYER all notices received pursuant to Ohio's 192 sex offender law. The BUYER acknowledges that the information disclosed may no longer be accurate and
- 193 agrees to inquire with the local sheriff's office. BUYER agrees to assume the responsibility to check with the local
- 194 sheriff's office for additional information. BUYER will rely on BUYER's own inquiry with the local sheriff's office as
- 195 to registered sex offenders in the area and will not rely on SELLER or any real estate agent involved in the
- 196 transaction.



NITIALS AND DATE

na BOR and the Cuyahoga County Bar Association MJM 8/31/2021 BUYER'S INITIALS AND DATE

197 198 199 200 201 202 203	CONDITION OF PROPERTY BUYER has examined the property and agrees that the property is being purchased in its "AS IS" PRESENT PHYSICAL CONDITION including any defects disclosed by the SELLER on the state of Ohio Residential Property Disclosure Form or identified by any inspections requested by either party. SELLER agrees to notify BUYER in writing of any additional disclosure items that arise between the date of acceptance and the date of recording of the deed. BUYER has not relied upon any representations, warranties or statements about the property (including but not limited to its condition or use) unless otherwise disclosed on this AGREEMENT or on the Residential Property Disclosure Form.
204 205	BUYER XI HAS KM MJM (BUYER's initials) received a copy of the Residential Property Disclosure Form signed by SELLER on 8/25/2021 (date) prior to writing this offer.
206 207 208 209	BUYER © HAS NOT (BUYER's initials) received a copy of the Residential Property Disclosure Form. This offer is subject to the SELLER completing the Residential Property Disclosure Form and BUYER's review and approval of the information contained on the disclosure form within 10 days from receipt.
210 211 212 213 214 215 216	SELLER shall pay all costs for the repair of any gas line leak found between the street and foundation at the time of transfer of utilities. SELLER agrees to comply with any and all local governmental point of sale laws and/or ordinances. SELLER will promptly provide BUYER with copies of any notices received from governmental agencies to inspect or correct any current building code or health violations. If applicable, BUYER and SELLER shall have SEVEN (7) days after receipt by BUYER of all notices to agree in writing which party will be responsible for the correction of any building code or health violation(s). In the event BUYER and SELLER cannot agree in writing, this AGREEMENT can be declared null and void by either party.
217 218 219 220 221 222 223 224 225	REPRESENTATIONS AND DISCLAIMERS BUYER acknowledges that the SELLER completed the Residential Property Disclosure Form and agrees to hold the Broker(s) and their agents harmless from any misstatements or errors made by the SELLER on the form. BUYER also acknowledges and agrees that the Broker(s) and their agents have no obligation to verify or investigate the information provided by the SELLER on that form. BUYER hereby acknowledges that any representation by SELLER or the real estate agent(s) regarding the square footage of the rooms, structures or lot dimensions, homeowners fees, public and private assessments, utility bills, taxes and special assessments are approximate and not guaranteed. Please list any and all verbal representations made by Broker(s) or their agents that you relied upon when purchasing this property (if none, write "none"). NONE.
226	
227 228 229 230	DAMAGE If any building or other improvements are destroyed or damaged in excess of ten percent of the purchase price prior to title transfer, BUYER may either accept the insurance proceeds for said damage and complete this transaction or may terminate this AGREEMENT and receive the return of all deposits made. If such damage is less than ten percent of the purchase price, SELLER shall restore the property to its prior condition.
231 232 233 234 235 236 237 238	BINDING AGREEMENT Upon written acceptance and then either written or verbal notice of such acceptance to the last-offering party, this offer and any addenda listed below shall become a LEGALLY BINDING AGREEMENT UPON BUYER AND SELLER and their heirs, executors, administrators and assigns and shall represent the entire understanding of the parties regarding this transaction. All counter-offers, amendments, changes or deletions to this AGREEMENT shall be in writing and be signed by both BUYER and SELLER. Facsimile signatures shall be deemed binding and valid. This AGREEMENT shall be used as escrow instructions subject to the Escrow Agent's usual conditions of acceptance. For purposes of this AGREEMENT, "days" shall be defined as calendar days. This AGREEMENT is a legally binding contract. If you have any questions of law, consult your attorney.
239 240 241 242 243	ADDENDA The additional terms and conditions in the attached addenda Agency Disclosure Form Residential Property Disclosure Form VA FHA FHA Home Inspection Notice Condo House Sale Contingency Addendum House Sale Concurrency Addendum Agency Paint Other are made part of this AGREEMENT. The terms and conditions of any addenda supersede any conflicting terms in the purchase AGREEMENT.

♠ Form 100

BeachMorr Properties II LLC

244	Kenneth H Morrison	>	
245	(BUYER)	(ADDRESS AND ZIP CODE)	
246	MaryJane Morrison	>	> 8/31/2021
247	(BUYER)	(PHONE NO.)	(DATE)
248 249	DEPOSIT RECEIPT Receipt subject to terms of the above of	is hereby acknowledged, of \$	Check @ note, earnest money,
250	By: Christopher Kaylor	Office: REALTY TRUST SERVK	CES Phone: 3308401073
251		cepts the above offer and irrevocably instr	
252	SELLER's escrow funds a cor	nmission of	porcont / n/
253	of the purchase price to REA	LTY TRUST SERVICES	(Broker
254	29550 De troit Road Suite 1	02 Westlake OH 44145	Address
255	and PERLISTING \$1	1500.00 FLAT FEE	percent (%) of the
256	purchase price to PER LISTI	NG	(Broker
257			
258	as the sole procuring agents in	this transaction.	(Address
259	Roger S. Adkins	dotloop verified 09/02/21 1:23 PM EDT 9B9T-KBEW-MJJA-ZEHQ	
260	(SELLER)	(ADDRESS AND ZIP CODE)	
261	ROGER S. ADKINS		
262	(PRINT SELLER'S NAME)	(PHONE NO.)	(DATE)
263			
264	(SELLER)	(ADDRESS AND ZIP CODE	
166	•		
265 266	(PRINT SELLER'S NAME)	(PHONE NO.)	(DATE)
		,	(27.1.2)
267 268	The following information is p Brokers or their agents and is i	rovided solely for the Multiple Listing Service not part of the terms of the Purchase AGREEI	es' use and will be completed by the MENT.
(09	Multiple Listing Information		
		386531	
270	Christine Morian	386531 (Listing agent license #)	
270 271	Christine Morian (Listing agent name)	386531 (Listing agent license #) 2190	
270 271	Christine Morian	(Listing agent license #)	
270 271 272 273	Christine Morian (Listing agent name) Century 21 DePiero & Associate (Listing broker name)	(Listing agent license #) 2190 (Listing broker office #)	
269 270 271 272 273 274 275	Christine Morian (Listing agent name) Century 21 DePiero & Associate	(Listing agent license #) 2190 (Listing broker office #) 2011003065	
270 271 272 273	Christine Morian (Listing agent name) Century 21 DePiero & Associate (Listing broker name) Christopher Kaylor	(Listing agent license #) 2190 (Listing broker office #)	



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.)

Prop	perty Address:	4110 E. 64th st. Cleve	eland Ohio 44105				
Buy	er(s): BeachMon	Properties II LLC					
Sell	er(s): ROGE	R S. ADKINS					
-							
				GENTS IN TWO DIFFE			
The	buyer will be rep	presented by Christoph	er Kaylor AGENT(S)		, andR	ealty Trust Services	·
Tha	callar will be ran	resented by Christine	, ,		and Captur	ry 21 DePiero & Associate	
	sener war oe rep	resented by offishine	AGENT(S)		, and Centu	BROKERAGE	······································
		eal estate brokerage		O AGENTS IN THE SA	ME BROK	ŒRAGE	
	Agent(s)	, or use the const, case	our are removing read		vork(s) for	the buyer and	
_	Agent(s)				work(s) for	the seller. Unless persona	lly
				"dual agents", which is fu ansaction and they will pro			
	_	•	•	e brokerage. Therefore, ag	•	ues confidential finormat	ion.
	and	ic otoketage represen	will be working for	r both the buyer and seller	as "dual ag	ents". Dual agency is exp	lained
				a neutral position in the trans ne agent(s) nor the brokera			
				ie buyer or seller. <i>If such a</i>			ction
	-	***************************************					·
		III TRANSA	CTION INVOLVEN	G ONLY ONE REAL ES	ፕልፕፑ ል ር	FNT	
Age	ent(s)			al estate brokerage		W. 1.2	will
	this form. As du information. Un	al agents they will m dess indicated below,	aintain a neutral positi neither the agent(s) no	on in a neutral capacity. Due on in the transaction and the transaction and the transaction are the brokerage acting as the or seller. If such a relative	hey will pro a dual agen	otect all parties' confident t in this transaction has a	
				ransaction as a client. The ed the agent may be disclo			rees to
***************************************				CONSENT			
	I (we) consent to	the above relationsh	ips as we enter into the	is real estate transaction. I	f there is a	dual agency in this transac	ction, I
			ation regarding dual a	gency explained on the bac	ck of this fo		
	BeachMorr Pro	perties II LLC	DATE	Roger S. Adki	ins	dotloop verified 09/02/21 1:23 PM EDT 06BK-VR3O-JNWW-IV2P	-
rk	Sundh # Morriso	n Marylan Mar		<u> </u>			
	BUYER/TENANT	·	DATE	SELLER/LANDLORD		DATE	*
	08/31/	2021 08/	31/2021				

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





PROPERTY ADDRESS: 4110 EtsT 64 A. (LEVELTUS D'HO)

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.

• •	•					
Seller's Di	sclosure					
(a) Preser	nce of lead-based pa	aint and/or lead-bas	ed paint hazar	ds (check (l) or (li) below):	
(i)	Known lead-ba (explain).	sed paint and/or lea	ad-based paint l	hazards ar	e present in the ho	ousing
	Seller has no kr				ed paint hazards in	the housing.
(i)	Seller has provi based paint an	ded the purchaser v d/or lead-based pail	vith all availabl nt hazards in th	e records a ne housing	and reports pertain (list documents be	ling to lead- low).
X (11) A	Seller has no re hazards in the !	ports or records per housing.	rtaining to lead	-based pa	nt and/or lead-bas	sed paint
Purchase	r's Acknowledgmei	nt (initial)				
(c) KM MJ	Purchaser has i	eceived copies of a	Il information I	sted abov	e .	
(d) KM MJI		eceived the pamph				2
(e) Purch	aser has (check (i) o			• •		
	received a 10-d ment or inspec	tion for the presence	e of lead-based	paint and	or lead-based pair	nt hazards: or
(ii) <u>×</u>	waived the opplication was waited the opplication was waited to be seen a seen was a see	portunity to conduct nt and/or lead-base	t a risk assessm d paint hazards	ent or Ins	pection for the pre	sence of
	Çkpowledgment (ir					
(f) CK	Agent has Info	med the seller of the er responsibility to e	ne seller's obliga ensure compliar	ations und nce.	er 42 U.S.C. 4852(c	d) and is
Certificati	on of Accuracy					
The follow	ing partles have revienthey have provided	wed the information is true and accurate.	above and certify	y, to the be	st of their knowledge	e, that the
1	She	8/25/21				08/31/2021
Sellér BeachMor	r Properties II LLC	Date	Seller			Date
Purchaser,	/ 	C Date	Kunak # 11 Purchaser	Lorsinon	Maryfare Morrison	
111V	10-	8-25-20	a/ Chr	istophi	r Kaylor	Date 8/31/2021
Agent		Date	Agent			Date



STATE OF OHIO

2013

DEPARTMENT OF COMMERCE

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: (I) 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.

72	1.1.		ī	км мл	M 8/31/2021
Owner's Initials Po	Date SASA Date		Purchaser's Initials _ Purchaser's Initials _		Date
		(Page 1 of 5)			



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: 4110 E. 69th St Cleveland Ohio 44105
Owners Name(s): Roger S. Adding
Date: $6/25/2$, 20 2
Owner is is is not occupying the property. If owner is occupying the property, since what date: Nevec occupied
THE FOLLOWING STATEMENTS OF THE OWNER ARE BASED ON OWNER'S ACTUAL KNOWLEDGE
A) WATER SUPPLY: The source of water supply to the property is (check appropriate boxes):
Public Water Service Holding Tank Unknown
Private Water Service Cistem Other
Private Well Spring
Shared Well Pond
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): Public Sewer Private Sewer Septic Tank Leach Field Aeration Tank Filtration Bed Unknown 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: \(\sum_S \in + \mu \wangle \corn \epsilon \sum_S \sum_{mail} \lefta \equiv \lefta \epsilon \righta \lefta \epsilon \righta \lefta \epsilon \righta
Owner's Initials PSA Date 6/25/2 (Purchaser's Initials MM MJM 8/31/2021 Date Purchaser's Initials Date Date (Page 2 of 5)

Property Address 4110 6.64	1 th st	Cleveland OF	1:0 44/05	
Do you know of any water or moisture related of condensation; ice damming; sewer overflow/ba If "Yes", please describe and indicate any repair	damage to floor	s. walls or ceilings as a resu	it of flooding: moisture seer	rage; moisture Io
Have you ever had the property inspected for m If "Yes", please describe and indicate whether y	old by a qualif ou have an ins	ied inspector? pection report and any reme	Yes UNo diation undertaken:	
Purchaser is advised that every home contain this issue, purchaser is encouraged to have a	ns mold. Som mold inspecti	e people are more sensitive on done by a qualified insp	e to mold than others. If c	oncerned about
E) STRUCTURAL COMPONENTS (FOUN EXTERIOR WALLS): Do you know of any than visible minor cracks or blemishes) or other interior/exterior walls? Yes No If "Yes", please describe ar problem identified (but not longer than the past	previous or cu · material probl nd indicate anv	rrent movement, shifting, d ems with the foundation, ba	leterioration, material cracks sement/crawl space, floors, lications to control the cause	s/settling (other or
Do you know of any previous or current fire of if "Yes", please describe and indicate any repairment.	or smoke dama rs completed: _	ge to the property? Yes	: E/w	
F) WOOD DESTROYING INSECTS/TERN insects/termites in or on the property or any exi If "Yes", please describe and indicate any inspec	sting damage to	o the property caused by wo	od destroying insects/termi	destroying tes? Yes No
G) MECHANICAL SYSTEMS: Do you know mechanical systems? If your property does not	ow of any prev have the mech	rious or current problems o anical system, mark N/A (N	lot Applicable).	existing
YES NO	N/A	g) 117-4	YES NO	N/A
2) Plumbing (pipes)	片	8) Water softenera. Is water softener lear	님 님	띰
3) Central heating	님			∠ H
4) Central Air conditioning	□	9) Security System	그 님	닐
5) Sump pump	\Box	a. Is security system le	ased?	닐
6) Fireplace/chimney	N	10) Central vacuum	님 님	巨
7) Lawn sprinkler	년 _〉	11) Built in appliances	님 님	日
		12) Other mechanical sys		<u> </u>
If the answer to any of the above questions is "than the past 5 years): \(\lambda 0 + \frac{1}{2} +	res", please of	escribe and indicate any repr c + a n l <	airs to the mechanical system	in (out not longer
H) PRESENCE OF HAZARDOUS MATER	UALS: Do yo	u know of the previous or	current presence of any of	the below
identified hazardous materials on the property?	-		***	
1) Lead-Based Paint	Yes	₩	Unknown	
2) Asbestos	1	H	H	
3) Urea-Formaldehyde Foam Insulation				
4) Radon Gas		Ц		
a. If "Yes", indicate level of gas if known5) Other toxic or hazardous substances			ΓV	
If the answer to any of the above questions is "	Yes", nlease d	escribe and indicate any rep	pairs, remediation or mitigat	ion to the
property: EX For Shingles	on h	ouse		
			KN	MJM 8/31/2021
Owner's Initials CSI Date S 35 / 2 [Owner's Initials Date			Purchaser's Initials	· ·
Owner's Initials Date			Purchaser's Initials	

(Page 3 of 5)

Property Address	4110 E	64 th	sf:	Clevela	and	Ohio	44/05	_
I) UNDERGROUND STO natural gas wells (plugged or If "Yes", please describe:	unplugged), or	S/WELLS: Do	iter wells on th	ie property?	nd storage to	nks (existing o	or removed),	oil or
Do you know of any oil, gas,	or other minera	I right leases o	on the property	n □Yes ☑	No			
Purchaser should exercise v Information may be obtain	whatever due di ed from record	iligence purcl s contained w	haser deems i vithin the rec	necessary with norder's office in	respect to c	oil, gas, and ot y where the pr	her mineral operty is loc	rights. ated.
J) FLOOD PLAIN/LAKE Is the property located in a do Is the property or any portion	esignated flood p	plain?		stal Erosion Are	Yes ea?	N ₀	Unknov	уя
K) DRAINAGE/EROSION affecting the property? [5] If "Yes", please describe and problems (but not longer than	esNo indicate any rep	pairs, modifica	itions or altera	tions to the prop	erty or oth	er attempts to c	ontrol any	olems
L) ZONING/CODE VIOL. building or housing codes, zo If "Yes", please describe:	ning ordinances	s affecting the	property or as	y nonconformir	ng uses of th	e property?	any violation Yes N	5-of 0
Is the structure on the proper district? (NOTE: such design If "Yes", please describe:	nation may limit	changes or in	provements t	hat may be made	e to the pro	perty). Y	in an histofic	
Do you know of any recent of If "Yes", please describe:	or proposed ass	essments, fees	s or abatemen	ts, which could a	affect the p	roperty?	les PNo	
List any assessments paid in the List any current assessments:	full (date/amoun	nt)monthly fee	}	Length c	of payment	(years	months	
Do you know of any recent or including but not limited to a If "Yes", please describe (am	Community Ass	sociation, SID	, CID, LID, e	tc.	es or charge Yes	s associated w No	ith this prope	rty,
M) BOUNDARY LINES/E			ED DRIVEV	/AY/PARTY W	VALLS: D	o you know of	any of the	
following conditions affecting	g the property?	Yes N	No .				Yes	No
 Boundary Agreement Boundary Dispute Recent Boundary Change If the answer to any of the about 	ove questions is	"Yes", please	4) Share 5) Party 6) Encro	d Driveway Walls achments From		cent Property		
n) other known mat S. E. J	ERIAL DEFE	CTS: The fol	llowing are of	her known mate	rial defects	in or on the p	roperty:	
For purposes of this section, r be dangerous to anyone occup property.	naterial defects bying the proper	would include rty or any non-	e any non-obs -observable p	ervable physical hysical condition	l condition n that could	existing on the	property that on's use of the	could
Owner's Initials Date Owner's Initials Date	te <u>8 25</u> 2				Purchase Purchase	KN r's Initials r's Initials	MJM 8/31/20 Date Date	

PURCHASER: BeachMorr Properties II LLC

PURCHASER: Kenneth H Marsison Marygant Morrison

		•					
Property Address	4110	E. 64 th st	Cleveland	Ohro	44105		
		CERTIFICATION	ON OF OWNER				
Owner certifies that the statements contained in this form are made in good faith and based on his/her actual knowledge as of the date signed by the Owner. Owner is advised that the information contained in this disclosure form does not limit the obligation of the owner to disclose an item of information that is required by any other statute or law or that may exist to preclude fraud, either by misrepresentation, concealment or nondisclosure in a transaction involving the transfer of residential real estate.							
OWNER: Roge	25 S.	Adkins	DATE: $8/2$	5/21	observativiti deliment		
OWNER:			_ DATE:		enterta de VIII de Caracia de la compansión de Caracia		
RECEIPT	AND ACK	NOWLEDGEM	ENT OF POTENT	IAL PURC	CHASERS		
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 <u>prior</u> 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 repres purchaser deems necessa	sentations with try with respec	respect to any offsite t to offsite issues that m	conditions. Purchaser sl ay affect purchaser's decis	nould exercise tion to purchas	whatever due diligence e 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.							
If concerned about this	issue, purchas	ser assumes responsibil	deems necessary with respity to obtain information f known abandoned und	from the Ohio	Department of Natural		
I'WE ACKNOWLEDG STATEMENTS ARE I THE OWNER.	JE RECEIPT MADE BASE	OF A COPY OF THE D ON THE OWNERS	S DISCLOSURE FORM ACTUAL KNOWLED	1 AND UNDI GE AS OF TI	ERSTAND THAT THE HE DATE SIGNED BY		
My/Our Signature below	does not constit	tute approval of any discl	osed condition as represente	d herein by the	owner.		

(Page 5 of 5)

_ DATE: __

DATE: _

8/31/2021



Promisary Note

23	\$ <u>1000</u>	Date8/31/2021
g 200 h	4 days from acceptance ON DEMAND after date,promise to pay to the order of REALTY TRUST SERVICES	
Gramissori	with interest at ZERO and sufficiency of which is h	percent per annum for a valuable consideration, the receipt ereby acknowledged. BeachMorr Properties II LLC
	ON DEMAND	Kenneck # Monuson Mary June Monson Approved forms - The Cleveland Area Board of REALTORS®