



OFFER TO PURCHASE REAL ESTATE AND ACCEPTANCE

This is a legally binding agreement. Consult with your independent legal counsel if you have questions of law.

1 Shawn Jones ("BUYER") offers to buy 1664-1666 Lauderdale Ave, Lakewood, OH 44107-3610,
2 Lakewood, Ohio, (the "Property"). Permanent Parcel No. _____

3 The Property, which BUYER accepts in its "AS IS" PRESENT PHYSICAL CONDITION, shall include the land, all appurtenant
4 rights, privileges and easements, and all buildings and fixtures, including such of the following as are now on the Property: all
5 electrical, heating, plumbing and bathroom fixtures; all window and door shades, blinds, awnings, screens, storm windows, curtain
6 and drapery fixtures; all landscaping, disposal, smoke detectors, garage door opener(s) and any/all controls; all permanently
7 attached carpeting. The following items shall also remain: satellite dish; range and oven; microwave; kitchen refrigerator;
8 dishwasher; washer; dryer; radiator covers; window air conditioner; central air conditioning; gas grill; fireplace
9 tools; screen; glass doors; fireplace grates; curtains and draperies; ceiling fan(s); wood burner stove inserts; gas
10 logs; smart/wireless doorbell system; smart or electronic devices for HVAC systems; sump pumps and/or sump pump
11 battery back-up; television mounting hardware; water softener; security system; propane tank owned leased

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13 **Also included:** - Seller to pay \$4,425 towards buyers closing costs.
- Seller to complete all items required by the POS prior to closing date.
14 **NOT included:** - Seller to provide current tenant leases within 5 days of the date of this agreement.
15 - 2nd floor tenant to be notified of non-renewal of lease and vacate by Sept. 30, 2022

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17 **PRICE:** BUYER shall pay the sum of \$ 295,000
18 payable as follows:

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20 **Earnest Money** will be deposited
21 in a non-interest-bearing trust account with the
22 Escrow Agent, as defined herein, within 4 days from the date of
23 Acceptance, as defined below, and credited against purchase price:

24
25 Wire transfer or Automated Clearinghouse Transfer (ACH)
26 payment to Escrow Agent \$ 1,000
27 Check payable to Escrow Agent

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30 Cash down payment to be deposited in escrow: \$3.5%

31
32 The parties hereby direct the Escrow Agent to notify the parties'
33 and their agents in writing upon receipt of any escrow funds.

34
35 Mortgage loan to be obtained by BUYER: \$ Remainder

36
37 CONVENTIONAL, FHA, VA, CASH, OTHER _____

38 SELLER shall pay \$4,425 towards BUYER'S closing costs, pre-paid items and/or points through escrow at title transfer

39
40 **FINANCING:** This offer is conditioned upon BUYER making a written application for the above mortgage loan within
41 5 days after Acceptance, as herein defined, and obtaining a written commitment for that loan on or about
42 _____. If, despite BUYER'S good faith efforts, that commitment is not timely obtained, then this
43 AGREEMENT shall be null and void. Upon signing of a mutual release by SELLER and BUYER, the Escrow Agent shall return
44 the earnest money to BUYER without any further liability of either party to the other or to the Escrow Agent, Brokers and their
45 agents.

46
47 **DEPOSIT:** In the event of a dispute between the parties regarding the earnest money, the Escrow Agent (the "Depository") is
48 required by Ohio law to maintain such funds in its trust account until its receipt of (a) written mutual authorization of both parties
49 specifying disbursement; or (b) a final court order that specifies to whom the earnest money is to be awarded. If within two years
50 from the date the earnest money was deposited with the Depository, the parties have not provided the Depository with such signed
51 instructions or written notice that such legal action to resolve the dispute has been filed, the Depository shall return the earnest
52 money to BUYER with no further notice to Seller.

54 **CLOSING:** All funds and documents necessary for the completion of this Agreement shall be placed in escrow with
55 Infinity Title Agency (the "Escrow Agent") on or before
56 09/15/2022 and title shall be transferred on or about 09/15/2022.

57 SELLER and BUYER hereby authorize and instruct Escrow Agent to send a copy of their fully executed Closing Disclosure and
58 HUD-1 to the real estate brokerage(s) identified below promptly after title transfer.

59 **ELECTRONIC DATA SECURITY:** Because of electronic data security risks, the parties agree to exercise due care in protecting
60 their personal financial data, including independently confirming all communications or instructions, including requests for financial
61 information or transfer or deposit of funds, by directly contacting the party making such a request. BROKER, including its
62 employees and agents (the "Brokerage"), will never ask any party to wire funds or request personal financial data, including without
63 limitation credit or debit card or bank account numbers. The parties hereby release the Brokerage from any and all claims, actions,
64 losses, or damages related to any electronic data security breach by a third party.

65
66 **WALK THROUGH:** BUYER shall be given an opportunity to walk through the Property on or about 3 day(s) before title
67 transfer solely to verify that it is in the same or similar condition, absent normal wear and tear, that it was at the time of Acceptance.
68 BUYER acknowledges and agrees that no issues may be raised at the time of the walk-through with respect to any condition of
69 the Property that was in existence at the time of BUYER'S viewing or inspection of it. If the walk-through evidences a material
70 adverse change in the Property's condition, BUYER shall promptly notify SELLER and Escrow Agent in writing. Thereafter, the
71 parties shall mutually agree in writing upon an amount to be either: (1) held in escrow from SELLER'S proceeds pending correction
72 of the material adverse change; or (2) credited to BUYER through escrow at the time of title transfer.

73
74 **POSSESSION:** SELLER shall deliver possession and occupancy to BUYER on or before 6:00 p.m., 0 day(s) after
75 recording of the Deed or _____, whichever is later. BUYER agrees to transfer utilities commencing on
76 the date of possession. SELLER shall deliver possession of the Property in "broom clean" condition, with all trash and personal
77 property removed.

78 **TITLE:** SELLER shall convey a marketable title to BUYER by general warranty deed and/or fiduciary deed, if required, with release
79 of dower, free and clear of all liens and encumbrances whatsoever, except (a) any mortgage assumed by BUYER; b) such
80 restrictions, conditions, easements (however created) and encroachments as do not materially adversely affect the use or value
81 of the Property; c) zoning ordinances, if any; and d) taxes and assessments, both general and special, not yet due and payable.
82 SELLER shall furnish an Owner's Fee Policy of Title Insurance from Infinity Title Agency in the amount
83 of the purchase price with cost of the insuring premium split equally between SELLER and BUYER. SELLER shall have thirty
84 (30) days after written notice to remove title defects. If unable to do so, BUYER may either a) accept title subject to each defect
85 without any reduction in the purchase price; or b) terminate this Agreement, in which case neither BUYER, SELLER nor any
86 Broker or agents shall have any further liability to each other, and both BUYER and SELLER agree to sign a mutual release,
87 whereupon the Escrow Agent shall return the Earnest Money to BUYER.

88
89 **PRORATIONS:** Tenant security deposits, if any, shall be credited to BUYER through escrow. Rents, if any, taxes and
90 assessments, and Homeowners Association fees and assessments, if any, shall be prorated by the Escrow Agent as of the date
91 of recording of the Deed. Taxes and assessments shall be prorated based upon the latest available tax duplicate. The parties are
92 advised to consult with the county auditor's office about the status of the Property taxes as the latest available tax duplicate may
93 not accurately reflect the amount of taxes owed. The parties agree to adjust directly any changes in proration when the tax
94 duplicate for the calendar year of closing when it becomes available. If the Property is new construction and recently completed
95 or in the process of completion at the time of the Agreement, then the Escrow Agent shall make a good faith estimate of the taxes
96 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
97 net proceeds to pay those taxes when they become due and payable after title transfer. The Escrow Agent is instructed to release
98 the balance of the funds on reserve once it receives notice from the county auditor that the taxes on the land and improvements
99 have been paid in full to the date of title transfer. The Escrow Agent shall withhold \$ 400.00 from SELLER to secure payment
100 of final water and sewer charges, if any. The Escrow Agent is instructed to either pay said charges or verify SELLER'S payment
101 of said charges and remit any balance to SELLER. In the event the Property shall be deemed subject to any agricultural tax
102 recoupment (C.A.U.V.), BUYER SELLER agrees to pay the amount of such recoupment.

103
104 **CHARGES/ESCROW INSTRUCTIONS** This Agreement shall be used as escrow instructions subject to the Escrow Agent's
105 standard conditions of acceptance that are not inconsistent with this Agreement. SELLER shall pay the following costs through
106 escrow: a) real estate transfer tax; b) any amount required to discharge any mortgage, lien or encumbrance not assumed by
107 BUYER; c) title exam and one-half the cost of insuring premium for Owners Fee Policy of Title Insurance; d) prorations due
108 BUYER; e) Broker's commissions; f) one-half of the escrow; and g) other _____ (unless
109 VA/FHA regulations prohibit payment of escrow fees by BUYER, in which case SELLER shall pay the entire escrow fee). SELLER
110 shall pay directly all utility charges to the date of title transfer or date of possession, whichever is later. Tenant security deposits,
111 if any, shall be credited in escrow to BUYER.
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115 BUYER shall pay the following through escrow (unless prohibited by VA/FHA regulations): a) one-half of the escrow fee; b) one-
116 half the cost of insuring premiums for Owners Fee Policy of Title Insurance; c) all recording fees for the deed and any mortgage;
117 and d) a broker's commission of one hundred ninety-five dollars (\$195.00) to Keller Williams Elevate for brokerage services
118 rendered, e) other _____.
119

120 BUYER acknowledges the availability of a limited home warranty with a deductible paid by BUYER which will will not be
121 provided from _____ at a cost of \$_____, and which shall be charged to
122 SELLER BUYER through escrow at title transfer. The parties acknowledge that the limited home warranty does not cover
123 pre-existing defects in the Property and that Broker may receive a fee from the warranty provider.
124

125 **INSPECTION:** This Agreement shall be subject to the following inspection(s) by a licensed inspector of BUYER'S choice within
126 the specified number of days **from the date of Acceptance**, as herein defined. BUYER agrees that BUYER is solely responsible
127 for retaining a licensed inspector for each requested inspection and releases Broker and its agents from any and all liability
128 regarding the selection or retention of inspector(s).
129

130 **If BUYER does not elect inspections, BUYER acknowledges that BUYER is acting against the advice of BUYER'S agent**
131 **and Broker. BUYER understands that all real property and improvements may contain defects and conditions that are**
132 **not readily apparent and which may affect a property's use or value. The parties agree that the brokers and agents do**
133 **not guarantee and in no way assume responsibility for the Property's condition. BUYER acknowledges that it is BUYER'S**
134 **own duty to exercise reasonable care to inspect the Property and the public record, and make diligent inquiry of SELLER**
135 **and/or BUYER'S inspectors regarding the Property.** Inspections required by any state, county, local government, and/or
136 VA/FHA, including the FHA appraisal, do not replace the need for BUYER inspections.
137

CHOICE		INSPECTION	EXPENSE	
Yes	No		BUYER	SELLER
<input checked="" type="checkbox"/>	<input type="checkbox"/>	GENERAL HOME <u>7</u> days	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	SEPTIC SYSTEM _____ days	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	WELL BACTERIA AND FLOW RATE _____ days	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RADON _____ days	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	OTHER <u>10</u> days (Specify) _____ Any inspection deemed necessary by general home inspection	<input checked="" type="checkbox"/>	<input type="checkbox"/>

148 **WAIVER**  (initials) BUYER hereby waives each and every professional inspection to which BUYER has not
149 indicated **YES**. Any signature by BUYER to perform any elected inspection shall be deemed a waiver of such inspection and
150 absolute acceptance of the Property by BUYER in its "AS IS" condition.
151

152 **Within THREE (3) days from the date of the last completed elected inspection, BUYER shall ELECT one of the following**
153 **options:** (a) remove the inspection contingency(ies) and accept the Property "AS IS"; (b) accept the Property subject to SELLER'S
154 repair of specific conditions or defects identified in a written inspection report by a licensed inspector or contractor; or (c) terminate
155 this Agreement if written inspection report(s) identify material latent defects not previously disclosed in writing by SELLER and/or
156 any brokerage or agent. **Completed inspection is defined as buyer receipt of the inspection report.**
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- 158 • If the Property is accepted in its "AS IS" present physical condition, BUYER shall sign an Amendment to Purchase
159 Agreement removing the inspection contingencies and this Agreement will proceed in full force and effect.
- 160
- 161 • If the Property is accepted subject to SELLER's repair of specific defects, BUYER shall provide SELLER with a complete
162 copy of all inspection report(s) and an Amendment to Purchase Agreement identifying the defects to be repaired by
163 SELLER. The parties shall have five (5) days from SELLER'S receipt of the written list of defects and the inspection
164 report(s) to agree in writing which defects, if any, will be corrected at SELLER'S expense. If the parties do not agree in
165 writing as to the repairs within those five (5) days, then this Agreement shall be deemed null and void and the parties
166 shall promptly sign a mutual release authorizing the Earnest Money to be returned to BUYER.
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- 168 • If BUYER elects to terminate this Agreement based upon newly discovered material latent defects in the Property, then
169 BUYER shall provide a copy of the written inspection report to SELLER upon SELLER'S request and the parties shall
170 promptly sign a mutual release authorizing Earnest Money to be returned to BUYER.
171

172 The parties may mutually agree in writing to extend dates for inspections, repairs, or the deadline for any right to terminate the
173 Agreement. SELLER shall provide reasonable access to the Property for BUYER to review repairs made by SELLER. Failure by
174 BUYER to request to review SELLER'S repairs before title transfer shall be deemed a waiver by BUYER and BUYER'S acceptance
175 of the Property "AS IS".
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Yes No

PEST/WOOD DESTROYING INSECTS: An inspection of all structures on the Property shall be made by a professional inspector or exterminating agency of BUYER'S or SELLER'S choice at BUYER'S SELLER'S expense and such agency's written report shall be made available to BUYER before closing. If 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 period of at least one year in the case of termites and a certificate of guarantee for a period of at least sixty (60) days in the case of wood destroying insects. All repairs and treatment expense shall be paid by BUYER SELLER (unless FHA/VA regulations prohibit payment by BUYER, in which case SELLER shall pay the cost.) This Agreement may be terminated by the party paying for the repair and treatment if the cost exceeds \$1,500.00.

Yes No


LEAD BASED PAINT: BUYER shall have the right to have a risk assessment or inspection of the Property by a qualified inspector, for the presence of lead-based paint and/or lead based paint hazards at BUYER'S expense within ten (10) days after formation of a binding AGREEMENT. **See EPA pamphlet "Protect Your Family from Lead in Your Home" for important information.** In the event existing deficiencies or corrections are identified by the inspector in a written report, then BUYER shall have the right to terminate the Agreement or request that SELLER repair the specific existing deficiencies noted on the written inspection report. In that event, BUYER agrees to immediately provide SELLER with a copy of the written inspection and/or risk assessment report. Upon receipt of the inspection report and BUYER'S request of repairs, SELLER will have the option to either agree to correct the deficiencies identified in the inspector's written report or decline to do any repairs. If SELLER elects to correct the deficiencies, SELLER agrees to provide to BUYER prior to Title Transfer with a certificate from a qualified risk assessor or inspector demonstrating that the deficiencies have been remedied. If SELLER declines to correct the deficiencies, BUYER may elect to terminate the Agreement or accept the Property in its "AS IS" condition. BUYER may remove this right of inspection at any time without SELLER'S consent.


BUYER has  (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 AND/OR LEAD BASED PAINT HAZARDS."

BUYER HAS NOT  (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 AND/OR LEAD-BASED PAINT HAZARDS (disclosure form)." This offer is subject to the SELLER completing the disclosure form and BUYER'S review and approval of the information contained on the disclosure form within 3 days from receipt.

MEGAN'S LAW: SELLER has provided BUYER with all written notices received from the local sheriff pursuant to Ohio's sex offender notification law. BUYER acknowledges that such information may not be accurate or complete and agrees to inquire directly with the local sheriff's office or the Ohio Attorney General's office about current sex offender registration and/or notifications.

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 latent defects and defects disclosed by the SELLER on the State of Ohio Residential Property Disclosure Form. 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  (BUYER'S initials) received a copy of SELLER's Ohio Residential Property Disclosure Form prior to signing this offer.

BUYER HAS NOT  (BUYER'S initials) received a copy of the Ohio Residential Property Disclosure Form and this offer is subject to SELLER completing the Ohio Residential Property Disclosure Form and BUYER'S review and approval it within 3 days from receipt.

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 governmental point of sale laws and/or ordinances. SELLER will promptly provide BUYER with copies of any notices received from government agencies to inspect or correct any current building code or health violations. If applicable, BUYER and SELLER shall have 5 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 in that time period, this Agreement may be declared null and void by either party.

REPRESENTATIONS AND DISCLAIMERS: SELLER and BUYER warrant that SELLER has completed the Ohio Residential Property Disclosure with no assistance from any brokerage or agent(s) and has otherwise disclosed all known material conditions and defects in the Property, including the land and structures. BUYER understands and agrees that the brokerage(s) and agents are not inspectors or contractors; they are not qualified to inspect a property and do not verify or investigate SELLER'S representations and disclosures, including those made on SELLER'S Ohio Residential Property Disclosure. The parties hereby release the brokerage(s) and agents from any and all claims, actions, injuries or damages relating to this transaction, including any misrepresentations or omissions of SELLER. BUYER agrees that BUYER has not relied on any verbal or written representations of any brokerage(s) or agent(s) about the Property, including without limitation its features, characteristics,

244 improvements, fitness, use, value, or condition, MLS information, square footage, zoning, lot size, mold, structure, soils,
245 homeowners' fees, public and private assessments, utilities, taxes, or special assessments. BUYER shall rely on BUYER's own
246 investigation and BUYER'S licensed inspectors as to the Property, including its suitability for BUYER'S intended use.
247

248 **DAMAGE:** If improvements to the Property are destroyed or damaged in excess of ten percent (10%) of the purchase price prior
249 to title transfer, then BUYER may either accept the insurance proceeds for said damage and complete this transaction or terminate
250 this Agreement and receive the return of all deposits made. If such damage is less than ten percent of the purchase price, then
251 SELLER shall restore the Property to its prior condition.
252

253 **BINDING AGREEMENT:** For purposes of this Agreement, "Days" shall be defined as calendar days. "Acceptance" shall occur
254 when the latter of the parties signs this Agreement without making material change and then delivers either written or verbal notice
255 of such signatures to the other party or the other party's agent. Upon Acceptance, this offer and all attachments and addenda,
256 shall become an Agreement binding on BUYER and SELLER, their heirs, executors, administrators, and assigns. This Agreement
257 shall be made part of or be used as the escrow instructions and shall be subject to the Escrow Agent's standard conditions of
258 escrow not inconsistent herewith. The terms, covenants, conditions, and provisions of this Agreement to be performed by SELLER
259 shall survive delivery and recording of the Deed.
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261 **ADDENDA:** The additional terms and conditions in the attached addenda Agency Disclosure Form Ohio Residential Property
262 Disclosure VA Addendum FHA Addendum Home Inspection Notice "For Your Protection" Condominium Addendum
263 House Sale Contingency Addendum House Sale Concurrency Addendum Lead Based Paint Addendum Price Escalation
264 Addendum Other Infinity ABA are made part
265 of this Agreement. **The terms and conditions of any addenda supersede any conflicting terms of the Agreement.**
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<i>Shawn Jones</i>	dotloop verified 08/11/22 9:43 PM EDT 4CFS-P4EO-ZCEM-RUCJ
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268 _____
269 (BUYER) Date (ADDRESS AND ZIP CODE) (E-MAIL ADDRESS)

271 _____
272 (BUYER) Date (TELEPHONE) (E-MAIL ADDRESS)

276 **ACCEPTANCE:** SELLER accepts the above offer and irrevocably instructs the Escrow Agent to pay from SELLER'S escrow funds
277 a commission of \$ Per Listing Agreement, if applicable, Per Listing Agreement (P.L.A. %) of the purchase price
278 to Broker at (address) _____ and
279 \$ 3% of 1st \$100k, 2% thereafter (3/2 %) of the purchase price to Keller
280 Williams Elevate, cooperating broker, at 18318 Pearl Road, Strongsville, Ohio 44136 .

281 _____
282 (SELLER) Date (ADDRESS AND ZIP CODE) (E-MAIL ADDRESS)

285 _____
286 (SELLER) Date (TELEPHONE) (E-MAIL ADDRESS)

289 *The following information is provided for the Escrow Agent's and Multiple Listing Services' use.*

291 **Multiple Listing Information**

293 Christopher Kaylor		2011003065
294 (Listing agent name)	e-mail address	(Listing agent license #)
296 Realty Trust Services, LLC		9165
297 (Listing broker name)		(Listing broker office #)
299 Andrew C. Svoboda	andysvo@gmail.com	2021003786
300 (Selling agent name)	e-mail address	(Selling agent license #)
303 Keller Williams Elevate 2005016347		2717
304 (Selling broker name)		(Selling broker office #)