

August 4, 2014

To Whom It May Concern:

Please be advised that Paul Dokovski currently has a balance of \$39,896.23 in his checking account. The stated balance is as of August 4, 2014.

If you have any questions, feel free to call me at (440) 960-6600.

Sincerely,

Stephen Procner

Member Service Representative

LorMet Community Federal Credit Union

Sent 8-6-14

Overnight
Delivered
To list agent

8-7-14

FIRSTMERIT.
Bank

Form # 1075 Rev. 5/08

TO THE ORDER OF \_\_\_\_

AMMERICAN PATOIT TITLE

REMITTER \_

FIVE HUNDRED DOLLARS AND 00/100

2711 0001 G105726 15:51 25240 08/04/2014 05 CSCK PAUL DOKOVSKI

THIS DOCUMENT HAS AN ARTIFICIAL WATERMARK PRINTED ON THE BACK. THE PRONT OF THIS DOCUMENT HAS MICRO-PRINT SIGNATURE LINES AND BORDER 25240-05. The pront of the second conditions and border 25240-05.

DATE AUG 04, 2014

6517466

\*\*\*500.00\*

56-55 412

CASHER'S CHECK

TWO SIGNATURES REQUIRED OVER \$10,000.00

"B517466" 1.0412005551 "5314003474"

#### **Sales Contract**

Property Disposition Program

#### U.S Department of Housing and Urban Development

Office of Housing

Federal Housing Commissioner

1.	I (We), Paul Dokovski	412-631406
,	(Purchaser(s)) agree to purchase on the terms set forth herein, the following property, as more particularly described in the deed conveying the property to the Secretary of Housing and Urban Development:  868 CLEVELAND AVE, AMHERST, OH 44001, LORAIN County  (street number, street name, unit number, if applicable, city, county, State)	
2.	The Secretary of Housing and Urban Development (Seller) agrees to sell the property at the price and terms set forth herein, and containing a covenant which warrants against the acts of the Seller and all claiming by, through or under him. Title will be taken name(s) and style: <b>Paul Dokovski</b>	to prepare a deed in the following
3.		39,000.00
	Purchaser has paid \$ 500 as earnest money to be applied on the purchase price, and agrees to pay the balance of the purchase price, plus or minus prorations, at the time of closing, in cash to Seller. The earnest money deposit shall be held by <b>American Patriot Title</b>	
4.	Purchaser is applying for FHA insured financing [ 203(b), 203(b) repair escrow, 203(k)] with a cash down payment of \$ due at closing and the balance secured by a mortgage in the amount of \$ for months (does not include FHA Mortgage Insurance Premium, prepaid expenses or closing costs Seller has agreed to fund into mortgage.).	
	Said mortgage involves a repair escrow amounting to \$	
	Purchaser is paying cash or applying for conventional or other financing not involving FHA.	
5.	Seller will pay reasonable and customary costs, but not more than actual costs, nor more than paid by a typical Seller	
6a.	Upon sales closing, Seller agrees to pay to the broker identified below a commission (including	0.00
6h	selling bonus, if offered by seller) of	1,170.00
7. 8.	The net amount due Seller is (Purchase price [Item 3] less Items 5 and 6)	36,660.00
0.	nonprofit organization public housing agency other government agency. Discount at closing:	0/
	Discount will be reduced by amounts, if any, listed	
9.	Time is of the essence as to closing. The sale shall close not later than 30 days from Seller's acceptance of co	
	be held at the office of Seller's designated closing agent or  American Patriot Title	ontract. Closing shan
10.	If Seller does not accept this offer, Seller may may may not hold such offer as a back-up to accepted offer.	
11.	Lead based paint addendum 🗹 is 🗌 is not attached; Other addendum 🗹 is 🔲 is not attached hereto and made part of	this contract.
12.	Should Purchaser refuse or otherwise fail to perform in accordance with this contract, including the time limitation, Se option, retain all or a portion of the deposit as liquidated damages. The Seller reserves the right to apply the earnest me thereof, to any sums which may be owed by the Purchaser to the Seller for rent. Purchaser(s) Initials: Seller	ller may, at Seller's sole oney,or any portion s initials:
13.	This contract is subject to the Conditions of Sale on the reverse hereof, which are incorporated herein and made part of this con Certification of Purchaser: The undersigned certifies that in affixing his/her/its signature to this contract he/she/it he contents thereof (including the Conditions of Sale) and is in agreement therewith without protest; (2) he/she/it is resitself as to the full condition of the property; and (3) that Seller will not perform repairs after acceptance of this contract	itract.
	chaser(s): (type or print names & sign)  Purchaser(s) Address:	
Pa	ul Dokovski 65 york imper	
Dur	Amherst, OH 4	r(s)Signed Contract:
	chaser(s) Social Security Number (SSN) or Employer Identification Number (EIN) (include hyphens) Phone No:  7-82-5835  (440) 541-9900	(s)Signed Contract.
	Secretary of Hausing and Haber Davidson and	
X	Date Contract /	Accepted by HUD:
reli Sel	ertification of Broker: The undersigned certifies that: (1) neither he/she nor anyone authorized to act for him/her perty described herein to or to make it available for inspection or consideration by a prospective purchaser becaus igion, sex, familial status, national origin, or disability; (2) he/she has both provided and explained to the purchaser the ler's closing agent; (3) he/she has explained fully to the purchaser the entire terms of the contract, including Condition (4) he/she is in compliance with Seller's earnest money policy as set forth on HUD forms SAMS-1111, Payee Name and 11-A, Selling Broker Certification, which he/she has executed and filed with Seller.	e of his/her race, color, notice regarding use of
Brol	ker's Business Name & Address; (for IRS reporting) (include Zip Code)  Broker's EIN or SSN: (include hyphens)  SAMS NA 302926181	
L	Signature of Broker:	
Тур	be or print the name and phone number of sales person: David Stevoff (440) 324-5275 david@rtserve.c	om
_	s section for HUD use only. Broker notified of:  Authorizing Signature & Date:	
	Acceptance Back-Up No	
Ц	Rejection Return Earnest Money Deposit X	-



405 Silverside Road Wilmington, DE 19809 302-793-1023 \* Toll Free 866-971-2109 Fax 302-746-3095

Date:

August 8, 2014

Year built:

1862

Finance type: Cash

Case Number:

412-631406

**Property** Address:

868 Cleveland Ave, Amherst, OH 44001

Purchaser(s):

Paul Dokovski

Contract

**Expiration Date:** 

9/8/2014

Selling Broker:

David Stevoff

Realty Trust Services LLC

Telephone: **Email Address:** 

4405224802

david@rtserve.com

Listina

Lorna Justice

Broker:

Cutler & Associates - Lorna Justice

Address:

971 E Turkeyfoot Lake Road

Canton, OH 44718

Telephone:

3306067229

Fax:

3306561091

**Email** Address:

CutlerREO@gmail.com

#### Dear Selling Broker:

The offer to purchase the subject property has been accepted and a copy of the executed Standard Retail Sales Contract (HUD-9548) and addenda is attached.

Settlement must take place by the contract expiration date above. If FHA financing is being used and the Lead Based Paint or Termite option below is checked, do not schedule closing until you have been notified. Otherwise, please take immediate action on behalf of your client to ensure that the expiration deadline is met. To schedule settlement, please contact Buyer's Selected Closing Agent at least 10 days prior to the desired closing date. Please contact your HomeTelos Closing Specialist listed below for any questions.

> HomeTelos Closing Specialist: Jenni Velez (302) 746-3085 JVelez@FirstPrestonHT.com

**LEAD BASED PAINT** — The buyer has indicated that they are using FHA financing. This property **may not close** until LBP testing/stabilization (for 203B or 203b with repair escrow financing) or credit approval (for 203K financing) is finalized. Please do not schedule closing until you have been notified.

\_TERMITE - HUD will order a termite inspection (and treatment as needed) for sales using FHA financing. Please do not schedule closing until you have been notified that the inspection/treatment has been completed.

FLOOD INSURANCE - Property is located in a flood zone and requires proof of flood insurance if purchased with FHA financing.

PLEASE REMIND YOUR CLIENT THAT HUD HOMES ARE SOLD 'AS IS, WHERE IS'. NO REPAIRS CAN BE MADE PRIOR TO CLOSING. HUD WILL MAKE NO REPAIRS TO THE PROPERTY.

Home Inspection Requests: The link for the home inspection request form is in your Offer Accepted email notification from HomeTracker. Please contact the designated FSM for additional information and/or instructions regarding the home inspection. Closing Extension Requests: The form can be found on our website www.hometelos.com. If an extension is needed, please download, complete and forward the form with the appropriate extension fees to HomeTelos at least 5 days prior to the expiration of the contract if a closing is not scheduled. Transfer Taxes: These are a buyer's expense and will not be paid by HUD. Use & Occupancy Certificates: The buyer's agent shall obtain the U & O; any/all associated cost must be paid by the buyer. HUD will not make repairs to the property or allow repairs prior to closing. **Dye Testing:** In Municipalities requiring dye testing, buyer is responsible for all cost associated with testing and remediation. HUD will not make repairs to the property or allow repairs prior to closing.

## **Buyer Select Escrow/ Settlement Company Addendum**

For properties identified for the "Buyer Select" closing agent program, the buyer will choose their own Escrow/Settlement Officer. HUD will pay the buyer's settlement fee to the extent that closing cost assistance was requested on Line 5 at time of bid submission and there are sufficient funds remaining to pay the fee. Please note Line 9 of the HUD-9548 Sales Contract must be filled in with the closing agent listed on this form.

For fastest processing, completed form should be submitted with original contract package upon bid acceptance. If form is submitted separately from the original contract package,

form is submitted separately from the original contract package, please email to: 2Pcontracts@firstprestonht.com
I / We authorize HomeTelos to release a copy of the sales contract and addenda for the following property to the
Escrow/Settlement Officer listed on this form.
FHA Case Number 412-631406
Property Address (include city, state, zip) 868 CLEVELAND AVE AMHERST, OH 44001
Purchaser(s) Paul Dokovski
Selling Agent David Stevoff Agent Phone (440) 324-5275
Escrow/Settlement Officer Information
Company Name American Patriot Title
Mailing Address (include city, slate, zip) 5327 N. Abbe Rd. #2 Elyria OH
Escrow/Settlement Officer Daniel P. Birchard Phone 440-934-7008
Email Address dan Quinerican portatet + itle.com
Has this company ever closed a transaction on a HUD-owned property?
If yes, please enter Buyer Select ID# AMERIC 2005 3
If no, please attach copy of Escrow/Settlement Officer's state license and insurance.
Purchaser Signature  Paul Dokovski  Date 08/04/14
Purchaser Signature Date
**************************************
This section for HomeTelos use only
HomeTelos Processed by: Date:
Approved Denied
1.

Buyer Select ID#

If approved, the Escrow/Settlement Officer has been assigned

#### **Sales Contract**

#### Department of Housing and Urban Development

Property Disposition Program

Office of Housing

Federal Housing Commissioner

I. I (We), Paul Dokovski	HUD Case No. 412-631406
(Purchaser(s)) agree to purchase on the terms set forth herein, the following property, as more particularly	
described in the deed conveying the property to the Secretary of Housing and Urban Development:	
868 CLEVELAND AVE, AMHERST, OH 44001, LORATN County (street number, street name, unit number, if applicable, city, county, State)	
2. The Secretary of Housing and Urban Development (Seller) agrees to sell the property at the price and terms set forth herein, and containing a covenant which warrants against the acts of the Seller and all claiming by, through or under him. Title will be taken	to prepare a deed in the following
name(s) and style: Paul Dokovski	
3. The agreed purchase price of the property is	39,000.00
Purchaser has paid \$ 500 as carnest money to be applied on the purchase price, and agrees	
to pay the balance of the purchase price, plus or minus prorations, at the time of closing, in cash to Seller. The earnest money deposit shall be held by  American Patriot Title	RECEIVED
4.  Purchaser is applying for FHA insured financing [ 203(b), 203(b) repair escrow, 203(k)] with a cash	and drope a state whomas is the state to take
down payment of \$ due at closing and the balance secured by a mortgage in the amount of \$ for months (does not include FHA Mortgage Insurance Premium,	AUG 0 7 2014
prepaid expenses or closing costs Seller has agreed to fund into mortgage.).	
☐ Said mortgage involves a repair escrow amounting to \$	Com 6
Purchaser is paying cash or applying for conventional or other financing not involving FIIA.	
5. Seller will pay reasonable and customary costs, but not more than actual costs, nor more than paid by a typical Seller	
in the area, of obtaining financing and/or closing (excluding broker's commission) in an amount not to exceed> 5.\$	0.00
6a. Upon sales closing, Seller agrees to pay to the broker identified below a commission (including	
selling bonus, if offered by seller) of	1,170.00
	1,170.00
7. The net amount due Seller is (Purchase price [Item 3] less Items 5 and 6)	36,660.00
8. Purchaser is: owner-occupant (will occupy this property as primary residence) investor	
nonprofit organization public housing agency other government agency. Discount at closing:	_%
9. Time is of the essence as to closing. The sale shall close not later than days from Seller's acceptance of cr	
9. Time is of the essence as to closing. The sale shall close not later than be held at the office of Seller's designated closing agent or be held at the office of Seller's designated cl	miract. Closing shall
10. If Seller does not accept this offer, Seller may may may not hold such offer as a back-up to accepted offer.	
11. Lead based paint addendum 🗹 is 🗌 is not attached; Other addendum 🗹 is 🗋 is not attached hereto and made part of	this contract.
12. Should Purchaser refuse or otherwise fail to perform in accordance with this contract, including the time limitation, Seloption, retain all or a portion of the deposit as liquidated damages. The Seller reserves the right to apply the carnest me thereof, to any sums which may be owed by the Purchaser to the Seller for rent. Purchaser(8) initials: Seller	ler may, at Seller's sole
13. This contract is subject to the Conditions of Sale on the reverse hereof, which are incorporated herein and made part of this contract.	tract
Certification of Purchaser: The undersigned certifies that in affixing his/her/its signature to this contract he/she/it the contents thereof (including the Conditions of Sale) and is in agreement therewith without protest; (2) he/she/it is restitself as to the full condition of the property; and (3) that Seller will not perform repairs after acceptance of this contract	t understands: (1) all ponsible for satisfying t.
Purchaser(s): (type or print names & sign)	The Charles Sharing of the State of the Stat
Paul Dokovski falle Ockobbe 65 york imper Amherst, OH 4	
Purchaser(s) Social Security Number (SSN) or Employer Identification Number (EIN) (include hyphens) Phone No:  Date Purchaser	(s)Signed Contract:
297-82-5835 (440) 541-9900	06/14
Seller:Secretary of Housing and Urban Development  By: (type name & title, & sign)  Date Contract A  Marine retus, Line as Acad Marinager  Notaria de Seller:  Date Contract A	ccepted by HUD:
Contractor for C-OPC-23629 by: 1000 150000000000000000000000000000000	110
Certification of Broker: The undersigned certifies that: (1) neither he/she nor anyone authorized to act for him/her property described herein to or to make it available for inspection or consideration by a prospective purchaser because religion, sex, familial status, national origin, or disability; (2) he/she has both provided and explained to the purchaser the Seller's closing agent; (3) he/she has explained fully to the purchaser the entire terms of the contract, including Condition and (4) he/she is in compliance with Seller's earnest money policy as set forth on HUD forms SAMS-1111, Payee Name and Condition of the purchaser than the selling Property Certification which beautiful to the purchaser than the selling Property Certification which beautiful to the purchaser than the selling Property Certification which beautiful to the purchaser than the selling Property Certification which beautiful to the purchaser than the selling Property Certification which beautiful to the purchaser than the purchaser	of his/her race, color, notice regarding use of
1111-A, Setting Broker Certification, which needs has executed and filed with Seller.	
Broker's Business Name & Address: (for IRS reporting) (Include Zip Code)  Regity Trust Services LLC  Broker's EIN or SSN: (Include hyphens)  302926181	The second secon
	-522-4802
	Om.
This section for HUD use only. Broker notified of:  Authorizing Signature & Date:	
Rejection Return Earnest Money Deposit	/
	18/14



# Realty Trust Services Property Management

Make your property investment a passive investment™

**企 Bms** 

To whom it may concern

David Stewall has

Authorizedtion to Sign

hud purchase agreement as

broker.

Sincery Andrew Mans. Boker

Ca	ise#
412-	631406

## **Electronic Filing of HUD-9548 Contract Addendum**

downloaded and printed for		eir hid 7947151-10	
as will be a printed to:	are outlinssion of th	(confirmation	
for case # 412-	631406		
content of the HUD-9548 co	ntract has been alter	warrant, and represent that n ed or omitted in any manner. trate copy of the HUD-9548 o	They further certify.
as stated in the "Conditions of contract or binding agreement	of Sale," which is a part exists unless and a	they read and understand the part of the HUD-9548 Sales C until a written HUD-9548 Sal I Urban Development is retur	Contract and (ii) no es Contract.
"falsifying information on th	is or any other form punishable by a fine	this addendum with full under of the Department of Housin not to exceed \$250,000 and/o 59, 3571)."	g and Urban
<b>CERTIFICATION OF</b>	ACCURACY		
The following parties have re knowledge it is true and accu	eviewed the informa trate, and that they a	tion above and certify to the l gree to all of the terms and pr	pest of their covisions hereof.
Paul Doka	or 08/04/	14	
Purchaser	Date	Purchaser	Date
Paul Dokovski			
Purchaser	Date	Purchaser	Date
Aun Auf	8-4-14 Date		

David Stevoff

U.S. Dapartment of Housing and Urban Dor elopment Federal Housing Administration (FHA)



0558 Approval No: 2502-0538 (exp. 07/31/2009)

# For Your Protection: Get a Home Inspection

#### Why a Buyer Needs a Home Inspection

A home inspection gives the buyer more detailed information about the overall condition of the home prior to purchase. In a home inspection, a qualified inspector takes an in-depth, unbiased look at your potential new home to:

- Evaluate the physical condition: structure, construction, and mechanical systems;
- ✓ Identify items that need to be repaired or replaced; and
- Estimate the remaining useful life of the major systems, equipment, structure, and finishes.

#### Appraisals are Different from Home Inspections

An appraisal is different from a home inspection. Appraisals are for lenders; home inspections are for buyers. An appraisal is required to:

- Estimate the market value of a house;
- ▼ Make sure that the house meets FHA minimum property standards/requirements; and
- Make sure that the property is marketable.

#### FHA Does Not Guarantee the Value or Condition of your Potential New Home

If you find problems with your new home after closing, FHA can not give or lend you money for repairs, and FHA can not buy the home back from you. That is why it is so important for you, the buyer, to get an independent home inspection. Ask a qualified home inspector to inspect your potential new home and give you the information you need to make a wise decision.

## Radon Gas Testing

The United States Environmental Protection Agency and the Surgeon General of the United States have recommended that all houses should be tested for radon. For more information on radon testing, call the toll-free National Radon Information Line at 1-800-5OS-Radon or 1-800-767-7236. As with a home inspection, if you decide to test for radon, you may do so before signing your contract, or you may do so after signing the contract as long as your contract states the sale of the home depends on your satisfaction with the results of the radon test.

### Be an Informed Buyer

It is your responsibility to be an informed buyer. Be sure that what you buy is satisfactory in every respect. You have the right to carefully examine your potential new home with a qualified home inspector. You may arrange to do so before signing your contract, or may do so after signing the contract as long as your contract states that the sale of the home depends on the inspection.





HUD-92564-CN (6/06) FHRU





PD OS/OY/K

#### LEAD-BASED PAINT DISCLOSURE ADDENDUM

# SELLER HAS NO RECORDS OR REPORTS PERTAINING TO LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

Property Case #:

412-631406

**Property Address:** 

868 CLEVELAND AVE

AMHERST, OH - 44001

#### **Lead Warning Statement**

Every Purchaser of any interest in residential real property on which a residential dwelling was built before 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 property is required to provide the Purchaser with any information on lead-based paint hazards from risk assessments or inspections in the HUD's possession and notify the Purchaser of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended before purchase.

#### **Inspection Contingency**

Seller has no records or reports pertaining to lead-based paint and/or lead-based paint hazards. The Purchaser has a contingency period that expires fifteen (15) calendar days from the date of the contract is accepted by HUD, to conduct at the Purchaser's expense, an independent lead-based paint inspection, visual assessment for deteriorated paint, or risk assessment. The Purchaser may withdraw from the contract by providing written notice of withdrawal on or before the contingency expiration date (as evidenced by the postmark on the Purchaser's notice of withdrawal). The Purchaser will be entitled to a refund of earnest money only if the Purchaser obtains an independent lead-based paint inspection performed by a Certified Lead-Based Paint Inspector or Risk Assessor, and the Purchaser provides HUD with a copy of the inspection report.

#### Financing Type (Selling Broker to initial applicable clause)



No FHA Financing of Property Constructed Prior to 1978: The purchase of this property is not being financed with an FHA insured loan. The Purchaser has an inspection contingency that expires 15 days from the date of the Purchaser's signature below. The property is being sold as is with respect to all conditions including, subject to the above contingency, the potential presence of lead or lead-based paint hazards.

Any FHA Insured Financing Except 203(k): This property is being sold subject to FHA insured financing under any program other than a 203(k) Rehabilitation Mortgage. Upon contract execution the HUD will procure a lead-based paint inspection and will deliver the inspection report to the Selling Broker by overnight delivery service along with a paint stabilization plan and cost estimate if deteriorated lead-based paint is found and a supplemental Lead-Based Paint Disclosure Addendum.

The Purchaser shall have the right to review the inspection report, paint stabilization plan and cost estimate.

If deteriorated lead-based paint was identified in the Report , HUD will only perform stabilization if the cost estimate is \$4000.00 or less. If the cost estimate is greater than \$4000.00, HUD at its sole discretion may: (1) cancel the sales contract, or (2) allow the purchaser to amend the contract financing to FHA 203k or conventional. In the event that HUD cancels the sale, the purchaser will be entitled to a 100% refund of earnest money.

If the cost estimate is \$4000.00 or less and the Purchaser is dissatisfied with the information provided, the Purchaser may withdraw from the contract and receive a full refund of earnest money by providing written notification to HUD of the intention to withdraw. Written notification must be postmarked by the latest of fifteen (15) calendar days from the date the contract is accepted by HUD or two (2) business

days following the date of the Purchaser's signature on the supplemental Lead-Based Paint Disclosure Addendum.

If deteriorated lead-based paint was identified in the Report and the Purchaser does not exercise its option to withdraw from the sale contract, HUD will stabilize the deteriorated lead-based paint in accordance with the stabilization plan and obtain lead clearance by the close of the escrow period or any extensions thereof.

FHA 203(k) Financing: This property is being sold subject to a 203(k) Rehabilitation Mortgage. Upon contract execution HUD will procure a lead-based paint inspection and will deliver the Report to the Purchaser by overnight delivery service along with a lead-based paint stabilization plan, if deteriorated lead-based paint is found, and a supplemental Lead-Based Paint Disclosure Addendum.

The Purchaser shall have the right to review the inspection report, paint stabilization plan and cost estimate. If the Purchaser is dissatisfied with the information provided, the Purchaser may withdraw from the contract and receive a full refund of earnest money by providing written notification to the Seller of the intention to withdraw. Written notification must be postmarked by the later of fifteen (15) calendar days from the date of the Purchaser's signature below, or two (2) business days following the date of the Purchaser's signature on the supplemental Lead-Based Paint Disclosure Addendum.

If deteriorated lead-based paint was identified in the Report and the Purchaser does not exercise its option to withdraw from the sale contract, the Purchaser shall stabilize the deteriorated lead-based paint as part of its work plan for the property rehabilitation and shall obtain lead clearance before occupancy. Purchaser shall complete the 203(k) Rehabilitation Financing Lead Agreement form.

#### Purchaser Acknowledgement (initial)



Purchaser has received the pamphlet Protect Your Family from Lead In Your Home.



Purchaser has received a 15-day opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

#### Selling Broker Acknowledgement(initial)



Selling Broker is aware of his/her responsibility to ensure compliance with 42 U.S.C. 4852d.

**Certification of Accuracy** 

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Pauce Doddy	(Purchaser)	08/04 . 20/4 (date
1-1	(Co-Purchaser	), 20(date
Jam X	(Selling Broker	1 August 4th, 2014 (date
Admin A Extl	(Seller)	8/8 20/4 (date

# PURCHASER'S RIGHTS AND RESPONSIBILITIES Addendum to HUD-9548 Sales Contract

FHA CASE NO.:	412-631	406		× 1			
PROPERTY ADDI	RESS:	868	CLEVELAND	AVE	AMHERST,	он	1 44001
PRINTED NAME(	S) OF PU	RCH/	ASER(S):	Pat	ıl Dokovs	ki.	

#### CONDITION OF PROPERTY

HUD makes no representations or warranties concerning the condition of this property, including, but not limited to, mechanical and operating systems (electrical, plumbing, sewage, kitchen appliances, heating and air conditioning), dry basement, roof, structural condition, or compliance with local codes, zoning, or building requirements.

HUD will authorize NO repairs to this property. The prohibition of repairs, regardless of the nature or severity of a defect or code violation, extends to all latent (unknown) defects or code violations discovered at any time, including after the closing date. Purchaser(s) are fully responsible for satisfying themselves as to the full condition of this property and any laws, regulations or ordinances affecting this property.

#### THE IMPORTANCE OF A HOME INSPECTION

HUD does not warrant the condition of a property. It is important for you to have a home inspection performed on the property you wish to purchase in order to identify any possible defects. Up to \$200 of the cost to perform the inspection may be financed into your FHA mortgage.

## 15-DAY CONTRACT CANCELLATION CONTINGENCY FOR OWNER OCCUPANT CONTRACTS

Owner Occupant Purchaser(s) may request that the Sales Contract be canceled if, within 15 days of HUD's acceptance, the property is inspected by a professional home inspector who discovers a structural, roof, system defect, or non-compliance with local codes, zoning, or building requirements that were not previously disclosed and HUD elects not to correct, or if within such 15 day period, the property is inspected for the presence of radon by a professional radon inspector to an extent unsatisfactory to you. A copy of the property inspection report, or radon test report, as applicable, must be attached to the cancellation request.

The cancellation contingency is limited to structural, roof, defective components within the mechanical and operating systems (which include the electrical, plumbing, sewage, heating and air conditioning systems only) or noncompliance with local codes, zoning, or building requirements. Kitchen appliances, window air conditioner units, light fixtures, receptacles and switch covers are not included in the operating systems. Equipment age or energy efficiency ratings are not included in the cancellation contingency. The earnest money deposit will be returned ONLY if HUD concurs with the home inspection report finding(s).

#### OTHER IMPORTANT INFORMATION

The purchaser has the right to make a final inspection of this property 24 hours prior to closing. This is an "as-is" sale and HUD will not make repairs. Failure to close may result in forfeiture of earnest money. In case of credit denial, all or part of the earnest money may be refunded. It is the broker/agent's responsibility to submit the credit denial letter to HomeTelos, LP, within ten business days. Failure to do so will result in forfeiture of all earnest money. The Buyer Select Closing Agent will not release funds until processing is completed by the HUD office. Extensions must be requested before expiration of the contract. Extension fees are non-refundable. I acknowledge that I am not allowed to occupy or make repairs to the property prior to closing. If I am employed by the U.S. Department of Housing and Urban Development (HUD), or if I am related by blood, marriage, or law to a HUD employee, I must have prior approval before signing a HUD sales contract.

If a Title Policy is to be obtained, Buyer should obtain commitment for Title Insurance (the Commitment) which should be examined by an attorney of Buyer's choice at or prior to closing. All locks should be replaced or re-keyed at Purchaser's expense.

HUD'S LISTED PRICE			
PURCHASER(S) MAY BID ABO PRICE WAS BASED UPON AN LISTED PRICE OF THIS PROF	APPRAISAL. PURC	O'S LISTED PRICE. HUD'S ORIC HASER(S) ACKNOWLEDGE TH	GINAL LIST IAT HUD'S ) Buyer's Initials
The above information was exp	lained to the purchase	er(s) by:	
Signature of Broker/Agent Date			
David Stevoff			
I/We acknowledge receipt and u RESPONSIBILITIES" addendur	understanding of the " n.	PURCHASER'S RIGHTS AND	
Acceptaged By Signature of Purchaser	08/04/14 Date	Signature of Purchaser	Date
Signature of Purchaser	 Date	Signature of Purchaser	Date

#### Forfeiture of Earnest Money Policy

HUD Property Disposition sales of HUD-acquired properties in AL, AR, CO, DC, DE, FL, GA, IL, IN, KS, KY, LA, MD, MS, MO, OH, NC, NM, OK, PA, SC, TN, TX, UT, VA, WV, Puerto Rico and U.S. VI are to close within 30 days acceptance of a HUD-9548 Sales Contract offer to purchase with cash.

HUD Property Disposition sales of HUD-acquired properties are to close within 45 days acceptance of a HUD-9548 Sales Contract offer to purchase with financing in AL, AR, CO, DC, DE, FL, GA, IL, IN, KS, KY, LA, MD, MO, MS, NC, NM, OH, OK, PA, SC, TN, TX, UT, VA, WV, Puerto Rico and U.S. VI.

#### Forfeiture of Earnest Money Deposits

The failure by a Purchaser to close on the sale of property within the allowable time period, including any extensions granted by HUD, will result in the forfeiture of the earnest money deposit, except where special circumstances exist and are documented and accepted by HUD.

#### **Investor Purchasers**

- Uninsured Sales The purchaser will forfeit 100% of the earnest money deposit for failure to close, regardless of reason.
- Insured Sales The purchaser will forfeit 50% of the earnest money deposit for failure to close if purchaser is
  determined by HUD or Direct Endorsement underwriter to be an unacceptable buyer. The purchaser will forfeit 100%
  of earnest money deposit if sale fails to close for any other reason.

#### **Owner-Occupant Purchasers**

- The purchaser will have 100% refund of the earnest money deposit under the following circumstances:
  - There has been a death in the immediate family (contract holder, spouse, or children living in the same household);
  - There has been a recent serious illness in the immediate family that has resulted in significant medical expenses or substantial loss of income, thus adversely affecting the purchaser's financial ability to close the sale;
  - 3. There has been a loss of job by one of the primary breadwinners, or substantial loss of income through no fault of the purchaser;
  - On an insured sale, HUD or a Direct Endorsement underwriter determines that the purchaser is not an acceptable borrower;
  - 5. On an uninsured sale, the purchaser was pre-approved for mortgage financing in an appropriate amount by a recognized mortgage lender and , despite good faith efforts, is unable to obtain mortgage financing in a specified dollar amount sufficient to purchase the property. "Pre-approved" means a commitment has been obtained from a recognized mortgage lender for mortgage financing in a specific dollar amount sufficient to purchase the property;
  - 6. For other good cause, as determined by the field office.
- On an uninsured sale, the purchaser will forfeit 50% of the earnest money deposit where, despite good faith efforts by the purchaser, there is an inability to obtain a mortgage loan from a recognized mortgage lender.
- On either type of sale, the purchaser will forfeit 100% of the deposit in those instances where no documentation is submitted, where the documentation fails to provide an acceptable cause for the buyer's failure to close, or where documentation is not provided within a reasonable time following contract cancellation. The documentation must be received by <u>HomeTelos</u>, <u>LP</u> no later than the close of business on the tenth day following the cancellation of contract.

#### **Buyer Certification:**

I/we acknowledge that I/we have been interviewed, completed a loan application and received a Pre-Qualification Letter from an approved lender.

nom an approved forder.		
Signatures:	notrulin	
Tale Dokati	08/04/14	
(Purchaser)	(Purchaser)	
Paul Dokovski		
Company of the Compan	Andrew Control of the	

(Purchaser)

(Purchaser)

#### **Closing Date Extension Policy**

#### **Buyer Select Closing Agent Areas**

If closing date stipulated in the contract cannot be met, purchasers may request an extension of the closing. Extensions of time to close the sale are at the Seller's discretion and, if granted, will be under the following guidelines:

- The request for extension of closing time will be made in writing to the Designated HUD Asset Manager for processing. The request must include the cause of delay and that necessary mortgage funding has been obtained or is imminent. A signed and dated lender letter should be received by HUD's Designated Asset Manager prior to expiration of the sales contract.
- Extensions will be granted for a 15 calendar-day period. The following are the extension fees due to the HUD's Designated Asset Manager at the time of submission of extension request. These fees must accompany the extension request and be a non-refundable certified or cashier's check or money order in the full amount of the 15 day extension.

This fee is based on the Contract Sales Price:

Contract Sales Price of \$25,000 or less

Extension Fee is \$10 per day

Contract Sales Price of \$25,001 to \$50,000

Extension Fee is \$15 per day

Contract Sales Price over \$50,000

Extension Fee is \$25 per day

- 3. At the time of closing, the unused extension fees, if any, will be prorated to the Purchaser.
- 4. The granting of an initial extension period does not obligate Seller to grant additional extensions.
- 5. Extension fees will be retained by Seller if a closing does not occur.

Buyer Certification:

I/we have read and understand this policy and agree to abide by the above policy.

Signatures:

(Purchaser)

Paul Dokovski

(Purchaser)

(Purchaser)

# Radon Gas and Mold Notice and Release Agreement

Purchaser's Printed Name

# U.S. Department of Housing and Urban Development

Office of Housing Federal Housing Commissioner

	rederal Housing Commissioner
Property Case #:	412-631406
Property address:	868 CLEVELAND AVE
	AMHERST, OH 44001
PURCHASERS A RADON GAS AN SERIOUS HEALT	RE HEREBY NOTIFIED AND UNDERSTAND THAT D SOME MOLDS HAVE THE POTENTIAL TO CAUSE TH PROBLEMS.
sale "AS IS" with no rep	and accepts that the HUD-owned property described above (the "Property") is being offered for resentations as to the condition of the Property. The Secretary of the U.S. Department of lopment, his/her officers, employees, agents, successors and assigns (the
"Seller") and HomeTelo	
("M & M Contractor"") to may have already been do Purchaser by the Seller or	the Seller, have no knowledge of radon or mold in, on, or around the Property other than what escribed on the web site of the Seller or M & M Contractor or otherwise made available to
Radon is an invisible and whether it is visible direct (for example, carpets), are	odorless gaseous radioactive element. Mold is a general term for visible growth of fungus, tly or is visible when barriers, such as building components (for example, walls) or furnishings e removed.
that have been made by the	warrants that Purchaser has not relied on the accuracy or completeness of any representations ne Seller and/or M & M Contractor as to the presence of radon or mold and that the Purchaser er's or M & M Contractor's failure to provide information regarding the presence or effects of on the Property.
and safety risks. PURCHA QUALIFIED AND EXPE REGARDING RADON A solely responsible for any	Agents are not generally qualified to advise purchasers on radon or mold treatment or its health ASERS ARE ENCOURAGED TO OBTAIN THE SERVICES OF A ERIENCED PROFESSIONAL TO CONDUCT INSPECTIONS AND TESTS AND MOLD PRIOR TO CLOSING. Purchasers are hereby notified and agree that they are required remediation and/or resulting damages, including, but not limited to, any effects on old in, on or around the property.
harmless and forever disc contractor responsible for assigns, from any and all	the of the Property to the undersigned Purchaser, Purchaser does hereby release, indemnify, hold harge the Seller, as owner of the Property and separately, M & M Contractor, as the independent maintaining and marketing the Property, and its officers, employees, agents, successors and claims, liabilities, or causes of action of any kind that the Purchaser may now have or at any we against the Seller and/or M & M Contractor resulting from the presence of radon or mold in,
representatives of Purchas understands that the prominducement for Seller enter	the opportunity to review this Release Agreement with Purchaser's attorney or other ser's choosing, and hereby acknowledges reading and understanding this Release. Purchaser also ises, representations and warranties made by Purchaser in this Release are a material ering into the contract to sell the Property to Purchaser.
Dated this of day of the Pacific 7	Colologici
Purchaser's Signature	Purchaser's Signature
and security and the security of the security	
Paul Dokovski	

Purchaser's Printed Name



August 4, 2014

To Whom It May Concern:

Please be advised that Paul Dokovski currently has a balance of \$39,896.23 in his checking account. The stated balance is as of August 4, 2014.

If you have any questions, feel free to call me at (440) 960-6600.

Sincerely,

Stephen Procner

Member Service Representative

LorMet Community Federal Credit Union

466	56-65 412	Š	RE NO.
1000 100 100 100 100 100 100 100 100 10	DATE AUG 04: 2014	C / CASHIEP'S CHECK	TWO SIGNATURES RECOURED OVER \$10,000,00
THIS DOCUMENT HAS AN ARTHEUM, WITHKIMARE PRINTED ON THE BACK. THE PRONT OF THIS DOCUMENT HAS MICRO-PHINT SIGNATURE LINES AND BOYDDE. AND SCHOOL SHARE PRINTED WITHKING TO SCHOOL. THE OWN GIORPOK IS ST. 95260 08/04/2014 OF PSITY.	PAIL DOKOVSKI	AMERICAN PATOIT TITLE	
RSTWERIT.	Bank REMITTER PAUL	TO THE ORDER OF	
FIRS			

#5517456# #041200555# #5314003474#

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