




**Realty Trust
Services**   

COMMISSION LETTER TO ESCROW AGENT

ATTENTION: Escrow Depart - maximum title

DATE: 9/10/15

PROPERTY ADDRESS: 350 Baldwin DR.

CITY, STATE, ZIP: Berea, OH 44017

LISTING COMPANY: Clint Williams Realty

COMMISSION TO LIST COMPANY: Per MLS

SELLING COMPANY: Realty Trust Services

COMMISSION TO SELLING COMPANY: \$ 3,600.00



Realty Trust Services
Sales, Management & Leasing

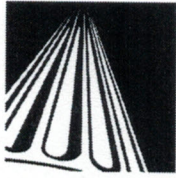


Cutting edge, comprehensive and conscientious real estate solutions™

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**Realty Trust
Services**



Promisary Note

<i>Promissory Note</i>	\$ <u>1,000.00</u>	Date <u>9-2-15</u>
	4 days from acceptance	
	ON DEMAND after date, _____ promise to pay to the order of	
	REALTY TRUST SERVICES	
	<u>one thousand dollars</u>	
	with interest at <u>ZERO</u> percent per annum for a valuable consideration, the receipt and sufficiency of which is hereby acknowledged.	
DUE DATE ON DEMAND		<u>X Anthony S. McLam</u>
Approved forms – The Cleveland Area Board of REALTORS®		



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: (1) 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.

Owner's Initials DLP Date 7/20/15
Owner's Initials JP Date 7/28/15

Purchaser's Initials NM Date 9/2/15
Purchaser's Initials Date

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: 350 BARDWIN DR BREA, OH 44017

Owners Name(s): DAVID L & JULIANNE T PHILLIPS

Date: 7/28/15

Owner [X] is [] is not occupying the property. If owner is occupying the property, since what date: MAY 1995

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):

- [X] Public Water Service [] Holding Tank [] Unknown
[] Private Water Service [] Cistern [] Other
[] Private Well [] Spring
[] Shared Well [] Pond

Do you know of any current leaks, backups or other material problems with the water supply system or quality of the water? [] Yes No [X] If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years):

Is the quantity of water sufficient for your household use? (NOTE: water usage will vary from household to household) [X] Yes [] No

B) SEWER SYSTEM: The nature of the sanitary sewer system servicing the property is (check appropriate boxes):

- [X] 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 [X] 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 [X] 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? [X] Yes [] No

If "Yes", please describe and indicate any repairs completed: ON OCCASION (4-5/YR), AFTER HEAVY RAIN OR THAW, WATER WILL ENTER GARAGE VIA BACK DOOR ON GARAGE. NO DAMAGE HAS EVER OCCURRED.

Owner's Initials DLP Date 7/28/15

Purchaser's Initials NJM Date 9/2/15

Owner's Initials JP Date 7/28/15

Purchaser's Initials Date

Property Address _____

Do you know of any water or moisture related damage to floors, walls or ceilings as a result of flooding; moisture seepage; moisture condensation; ice damming; sewer overflow/backup; or leaking pipes, plumbing fixtures, or appliances? Yes No
If "Yes", please describe and indicate any repairs completed: _____

Have you ever had the property inspected for mold by a qualified inspector? Yes No

If "Yes", please describe and indicate whether you have an inspection report and any remediation undertaken: _____

Purchaser is advised that every home contains mold. Some people are more sensitive to mold than others. If concerned about this issue, purchaser is encouraged to have a mold inspection done by a qualified inspector.

E) STRUCTURAL COMPONENTS (FOUNDATION, BASEMENT/CRAWL SPACE, FLOORS, INTERIOR AND EXTERIOR WALLS): Do you know of any **previous or current** movement, shifting, deterioration, material cracks/settling (other than visible minor cracks or blemishes) or other material problems with the foundation, basement/crawl space, floors, or interior/exterior walls?

Yes No If "Yes", please describe and indicate any repairs, alterations or modifications to control the cause or effect of any problem identified (but not longer than the past 5 years): _____

Do you know of any **previous or current** fire or smoke damage to the property? Yes No

If "Yes", please describe and indicate any repairs completed: _____

F) WOOD DESTROYING INSECTS/TERMITES: Do you know of any **previous/current** presence of any wood destroying insects/termites in or on the property or any existing damage to the property caused by wood destroying insects/termites? Yes No
If "Yes", please describe and indicate any inspection or treatment (but not longer than the past 5 years): _____

G) MECHANICAL SYSTEMS: Do you know of any **previous or current** problems or defects with the following existing mechanical systems? If your property does not have the mechanical system, mark N/A (Not Applicable).

	YES	NO	N/A		YES	NO	N/A
1) Electrical	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	8) Water softener	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2) Plumbing (pipes)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	a. Is water softener leased?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3) Central heating	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	9) Security System	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4) Central Air conditioning	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	a. Is security system leased?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5) Sump pump	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	10) Central vacuum	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6) Fireplace/chimney	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	11) Built in appliances	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7) Lawn sprinkler	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	12) Other mechanical systems	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If the answer to any of the above questions is "Yes", please describe and indicate any repairs to the mechanical system (but not longer than the past 5 years): _____

H) PRESENCE OF HAZARDOUS MATERIALS: Do you know of the **previous or current** presence of any of the below identified hazardous materials on the property?

	Yes	No	Unknown
1) Lead-Based Paint	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2) Asbestos	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3) Urea-Formaldehyde Foam Insulation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4) Radon Gas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. If "Yes", indicate level of gas if known _____			
5) Other toxic or hazardous substances	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

If the answer to any of the above questions is "Yes", please describe and indicate any repairs, remediation or mitigation to the property: _____

Owner's Initials DLP Date 7/29/15

Purchaser's Initials JM Date 9/2/15

Owner's Initials JP Date 7/28/15

Purchaser's Initials _____ Date _____

(Page 3 of 5)

Property Address _____

I) UNDERGROUND STORAGE TANKS/WELLS: Do you know of any underground storage tanks (existing or removed), oil or natural gas wells (plugged or unplugged), or abandoned water wells on the property? Yes No
If "Yes", please describe: _____

Do you know of any oil, gas, or other mineral right leases on the property? Yes No

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to oil, gas, and other mineral rights. Information may be obtained from records contained within the recorder's office in the county where the property is located.

J) FLOOD PLAIN/LAKE ERIE COASTAL EROSION AREA:
Is the property located in a designated flood plain? Yes No Unknown
Is the property or any portion of the property included in a Lake Erie Coastal Erosion Area? Yes No Unknown

K) DRAINAGE/EROSION: Do you know of any previous or current flooding, drainage, settling or grading or erosion problems affecting the property? Yes No
If "Yes", please describe and indicate any repairs, modifications or alterations to the property or other attempts to control any problems (but not longer than the past 5 years): _____

L) ZONING/CODE VIOLATIONS/ASSESSMENTS/HOME OWNERS ASSOCIATION: Do you know of any violations of building or housing codes, zoning ordinances affecting the property or any nonconforming uses of the property? Yes No
If "Yes", please describe: _____

Is the structure on the property designated by any governmental authority as a historic building or as being located in an historic district? (NOTE: such designation may limit changes or improvements that may be made to the property). Yes No
If "Yes", please describe: _____

Do you know of any recent or proposed assessments, fees or abatements, which could affect the property? Yes No
If "Yes", please describe: _____

List any assessments paid in full (date/amount) _____
List any current assessments: _____ monthly fee _____ Length of payment (years _____ months _____)

Do you know of any recent or proposed rules or regulations of, or the payment of any fees or charges associated with this property, including but not limited to a Community Association, SID, CID, LID, etc. Yes No
If "Yes", please describe (amount) _____

M) BOUNDARY LINES/ENCROACHMENTS/SHARED DRIVEWAY/PARTY WALLS: Do you know of any of the following conditions affecting the property?
1) Boundary Agreement Yes No
2) Boundary Dispute Yes No
3) Recent Boundary Change Yes No
4) Shared Driveway Yes No
5) Party Walls Yes No
6) Encroachments From or on Adjacent Property Yes No
If the answer to any of the above questions is "Yes", please describe: _____

N) OTHER KNOWN MATERIAL DEFECTS: The following are other known material defects in or on the property:
N/A

For purposes of this section, material defects would include any non-observable physical condition existing on the property that could be dangerous to anyone occupying the property or any non-observable physical condition that could inhibit a person's use of the property.

Owner's Initials DLH Date 7/20/15
Owner's Initials JP Date 7/28/15

Purchaser's Initials NM Date 9/2/15
Purchaser's Initials _____ Date _____

Property Address _____

CERTIFICATION 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: _____

DATE: 7/28/15

OWNER: _____

DATE: 7/28/15

RECEIPT AND ACKNOWLEDGEMENT OF POTENTIAL PURCHASERS

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 prior 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 representations with respect to any offsite conditions. Purchaser should exercise whatever due diligence purchaser deems necessary with respect to offsite issues that may affect purchaser's decision to purchase 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.

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to abandoned underground mines. If concerned about this issue, purchaser assumes responsibility to obtain information from the Ohio Department of Natural Resources. The Department maintains an online map of known abandoned underground mines on their website at www.dnr.state.oh.us.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE FORM AND UNDERSTAND THAT THE STATEMENTS ARE MADE BASED ON THE OWNERS ACTUAL KNOWLEDGE AS OF THE DATE SIGNED BY THE OWNER.

My/Our Signature below does not constitute approval of any disclosed condition as represented herein by the owner.

PURCHASER: Nancy B. McManis

DATE: 9/2/15

PURCHASER: _____

DATE: _____



LEAD-BASED PAINT ADDENDUM to Purchase/Lease Agreement
Including ... LEAD-BASED PAINT TESTING CONTINGENCY

Property Address:

This Property Excluded From Disclosures: Seller/Lessor(s) hereby states that this property is excluded from the legal requirement to disclose the existence of lead-based paint and/or lead-based paint hazards in the housing because this housing was constructed after 1978. ("Constructed after 1978" means that either a construction permit was obtained or construction of this housing was started after January 1, 1978).

____/____ [Seller/Lessor(s) to put "x" mark in box and initial, if applicable.]

For SALES: DISCLOSURE OF INFORMATION and ACKNOWLEDGMENT OF 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 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 Disclosure [initial(s)]

- X DLF (A) Presence of lead-based paint and/or lead-based paint hazards (check one below):
 - Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):
 - Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- X DLF (B) Records and Reports available to the seller (check one below):
 - Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):
 - Seller has no reports or records pertaining to of lead-based paint and/or lead-based paint hazards in the housing.

Listing Agent's Acknowledgment [initial]

- JAW (C) Listing Agent has been informed... and had informed seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Purchaser's Acknowledgment [initial(s)]

- NM (D) Purchaser has received copies of all information listed above.
- NM (E) Purchaser has received the pamphlet *Protect Your Family From Lead in Your Home*.
- NM (F) Purchaser has (check one below):
 - Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards; or
 - Waived the opportunity to conduct a risk assessment or inspection of the presence of lead-based paint and/or lead-based paint hazards.

Lead-Based Paint Testing Contingency: This contract is contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards* at the purchaser's expense until 9:00 p.m. on the day that is ____ calendar-days after contract acceptance date. [Insert the number 10, or other number of calendar-days, as mutually agreed upon].

This contingency will terminate at the above predetermined deadline unless the Purchaser (or Purchaser's agent) delivers to the Seller (or Seller's agent) a written contract addendum listing the specific existing deficiencies and correction needed, together with a copy of the inspection and/or risk assessment report. The Seller may, at the Seller's option within ____ Days after delivery of the addendum, elect in writing whether to correct the condition(s) prior to settlement. If the Seller will correct the condition, the Seller shall furnish the Purchaser with certification from a risk assessor or inspector demonstrating that the condition has been remedied before the date of the settlement. If the Seller does not elect to make the repairs, or if the Seller makes a counter-offer, The Purchaser shall have ____ days to respond to the counter-offer or remove this contingency at any time without cause.

***Intact lead-based paint that is in good condition is not necessarily a hazard. See EPA pamphlet *Protect Your Family From Lead in Your Home* for more information.**

For RENTALS/LEASES: DISCLOSURE OF INFORMATION and ACKNOWLEDGMENT OF LEAD-BASED PAINT HAZARDS

Lead Warning Statement: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of know lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure [initial(s)]

- ____ (A) Presence of lead-based paint and/or lead-based paint hazards (check one below):
- Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):
 - Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- ____ (B) Records and Reports available to the seller (check one below):
- Lessor has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):
 - Lessor has no reports or records pertaining to of lead-based paint and/or lead-based paint hazards in the housing.

Listing Agent's Acknowledgment [initial]

- ____ (C) Listing Agent has been informed... and had informed seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Lessee's Acknowledgment [initial(s)]

- ____ (D) Lessee has received copies of all information listed above.
- ____ (E) Lessee has received the pamphlet *Protect You Family From Lead in Your Home*.

Certification of Accuracy [To be signed and dated by ALL parties in all sales and leases.]

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

Seller/Lessor [Signature] Date 7/28/15 Purchaser/Lessee [Signature] Date 9/2/15
 Seller/Lessor [Signature] Date 7/28/15 Purchaser/Lessee _____ Date ____/____/____
 Seller/Lessor [Signature] Date 7/28/15 Selling/Leasing Agent [Signature] Date 9/2/15

In the event that both the buyer and seller are represented by the same agent, the agent and **Realty Trust Services** will act as a dual agent but only if both parties agree. As a dual agent, they will treat both parties honestly, prepare and present offers at the direction of the parties, and help the parties fulfill the terms of any contract. They will not, however, disclose any confidential information that would place one party at an advantage over the other or advocate or negotiate to the detriment of either party.

If dual agency occurs, you will be asked to consent to that in writing. If you do not agree to your agent acting as a dual agent, you can ask that another agent in our company be assigned to represent you or you can seek representation from another brokerage.

As a buyer, you may also choose to represent yourself on properties **Realty Trust Services** has listed. In that instance, **Realty Trust Services** will represent the seller and you would represent your own best interests. Because the listing agent has a duty of full disclosure to the seller, you should not share any information with the listing agent that you would not want the seller to know.

Working With Other Brokerages

When **Realty Trust Services** lists property for sale, it also cooperates with, and offers compensation to, other brokerages that represent buyers. **Realty Trust Services** does reserve the right, in some instances, to vary the compensation it offers to other brokerages. As a seller, you should understand that just because **Realty Trust Services** shares a fee with a brokerage representing the buyer, it does not mean that you will be represented by that brokerage. Instead, that company will be looking out for the buyer and **Realty Trust Services** will be representing your interests. When acting as a buyer's agent, **Realty Trust Services** also accepts compensation offered by the listing broker. If the property is not listed with any broker, or the listing broker does not offer compensation, we will attempt to negotiate for a seller-paid fee.

Fair Housing Statement

It is illegal, pursuant to the Ohio Fair Housing Law, division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing Law, 42 U.S.C.A. 3601, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes. (Effective: 3/25/08)

We hope you find this information to be helpful to you as you begin your real estate transaction. When you are ready to enter into a transaction, you will be given an Agency Disclosure Statement that specifically identifies the role of the agents and brokerages. Please ask questions if there is anything you do not understand.

Because it is important that you have this information, Ohio law requires that we ask you to sign below to acknowledge receipt of this pamphlet. Your signature will not obligate you to work with our company if you do not choose to do so.

NAUCY McNAMARA
Name (Please Print)

NA
Name (Please Print)

Yancy McManis
Signature Date

Signature Date

Clint Williams Realty, Inc.

BASEMENT & FOUNDATION ADDENDUM

This Addendum is attached to and made part of the Purchase Agreement between the undersigned SELLERS and PURCHASERS dated 9/2 2015, which involves the sale of and purchase of real property located at: 350 Baldwin, Berea, Ohio, (Property).

1. It is understood and agreed by the PURCHASERS and the SELLERS that the provisions of this Addendum will survive the transfer of title to the property.
2. SELLERS acknowledge that they have disclosed to the PURCHASERS any and all known water leakage, water accumulation, excess dampness or any other defects related to the basement, crawl space, slab or foundation. The SELLERS have also disclosed to the PURCHASERS any and all repairs, alterations or modifications to the property or other attempts to control any water dampness problems in the basement, crawl space, slab or foundation made during the period of the SELLERS ownership.
3. SELLERS assume all responsibility for disclosure on any defects to the property and agree to indemnify any brokerage firm or real estate agent connected with this transaction against any and all expenses and losses arising out of any and all claims in relation to any water leakage, water accumulation, excess dampness or any other defects related to the basement, crawl space, slab or foundation.
4. The PURCHASERS further understand and agree that it is not the responsibility of the brokerage firm or real estate agent to inspect the property and agree to waive all liability and hold harmless any brokerage firm or real estate agent connected with this transaction in relation to any water leakage, water accumulation, excess dampness or other defects related to the basement, crawl space, slab or foundation.

All other terms, provisions and conditions of the Agreement shall remain in full force and effect except as herin modified and supplemented. IN WITNESS WHEREOF, the parties have hereunto set their hands on the date set forth below the signature of each of the parties.

PURCHASERS:

Gregory B. McNamee

9/2/15
Date:

SELLERS:

[Signature]

Julianne Phillips

7/28/15
Date:



22021 Brookpark Rd., #124 • Fairview Park, OH 44126
PH (440) 801-5000 • FAX (440) 801-9796

Christopher Kaylor
Realty Trust Services, LLC
29950 Detroit Road, Suite 102
Westlake, OH 44145

ORDER CONFIRMATION

At *Maximum Title & Escrow*, we value the opportunity to work with you toward achieving your goals and your customers' dreams for the following property:

PROPERTY ADDRESS: 350 Baldwin Drive
ORDER # 15-6308
SELLER: David L. Phillips
Julianne S. Phillips
BUYER: Nancy B. McNamara

According to the Purchase Agreement, the title transfer date shall be 09/28/15. **Please forward the following documents, if applicable: addendums(s), modifications(s), removal of contingencies and earnest money and/or commission letter and Home Warranty Invoice. You may fax them to us at 440-801-9796 or email to documents@maximumtitle.us.**

If there are any special considerations regarding this closing please let us know, and we will do everything possible to accommodate all parties.

We look forward to working with you on this transaction.

Sincerely,

The Staff at Maximum Title



**PURCHASE AGREEMENT
OFFER, RECEIPT AND ACCEPTANCE**

1 **BUYER** The undersigned NANCY MCNAMARA offers to buy the
2 **PROPERTY** located at 350 Baldwin DR.
3 City Berea, Ohio, Zip 44017
4 Permanent Parcel No. 363-32-018, and further described as being:

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

15 Per MLS listing
16 NOT included: _____
17

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

23 **PRICE** BUYER shall pay the sum of \$ 130,000.00
24 Payable as follows:
25 Earnest money paid to Broker will be deposited in a non-
26 interest-bearing trust account and credited against
27 purchase price. \$ 1,000
28 Check to be deposited immediately upon the
29 formation of a binding AGREEMENT, as defined
30 below on lines 231-238.
31 Note to be redeemed within four (4) days after
32 formation of a binding AGREEMENT, as defined
33 below on lines 231-238.
34 Cash to be deposited in escrow \$ 129,000
35 Mortgage loan to be obtained by BUYER \$ _____
36 CONVENTIONAL, FHA, VA, OTHER CASH
37

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

Approved by CABS, LoCAR, LCAR and GoCAR
Revised May 1, 2010
Page 1 of 6
SELLER'S INITIALS AND DATE: [Signature] 9/4/15
BUYER'S INITIALS AND DATE: NM 9/4/15
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43 NOTE: In the event of a dispute between SELLER and BUYER over the return or forfeiture of earnest money held
44 in escrow by a Broker, the Broker is required by state law to retain said funds in the Broker's trust or escrow
45 account until a written release from the parties consenting to its disposition has been obtained or until
46 disbursement is ordered by a court of competent jurisdiction.

47 CLOSING All funds and documents necessary for the completion of this transaction shall be placed in escrow
48 with the lending institution or escrow company on or before Sept 28 2015 and title shall be
49 transferred on or about Sept 28 2015.

50 POSSESSION SELLER shall deliver possession to BUYER on Oct 7 (date) at NOON (time)
51 AM PM, provided the title has transferred. Subject to BUYER's rights, if any, the premises may be occupied
52 by the SELLER free for three (3) days. Additional 7/007 days at a rate of
53 \$ 40.00 per day. Payment and collection of fees for use and occupancy after transfer of title are the
54 sole responsibility of SELLER and BUYER.

55 TITLE SELLER shall convey a marketable title to BUYER by general warranty deed and/or fiduciary deed, if
56 required, with dower rights released, free and clear of all liens and encumbrances whatsoever, except a) any
57 mortgage assumed by BUYER, b) such restrictions, conditions, easements (however created) and
58 encroachments as do not materially adversely affect the use or value of the property, c) zoning ordinances, if any,
59 and d) taxes and assessments, both general and special, not yet due and payable. SELLER shall furnish an
60 Owner's Fee Policy of Title Insurance from Maximum Title
61 (title company - if BUYER has a preference) in the amount of the purchase price with cost of the insuring
62 premium split equally between SELLER and BUYER. If the property is tokenized, SELLER shall furnish an
63 Owner's Duplicate Certificate of Title, and a United States Court Search and Tax Search. SELLER shall have
64 thirty (30) days after notice to remove title defects. If unable to do so, BUYER may either a) accept TITLE subject to
65 each defect without any reduction in the purchase price or b) terminate this AGREEMENT, in which case neither
66 BUYER, SELLER nor any REALTOR(S) shall have any further liability to each other, and both BUYER and
67 SELLER agree to sign a mutual release, whereupon the Broker shall return the earnest money to BUYER.

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

85 _____
86 In the event the property shall be deemed subject to any agricultural tax recoupment (C.A.U.V.),
87 BUYER SELLER agrees to pay the amount of such recoupment.

88 CHARGES/ESCROW INSTRUCTIONS This AGREEMENT shall be used as escrow instructions subject to the
89 Escrow Agent's usual conditions of acceptance. SELLER shall pay the following costs through escrow: a) real
90 estate transfer tax, b) any amount required to discharge any mortgage, lien or incumbrance not assumed by
91 BUYER, c) title exam and one-half the cost of insuring premium for Owners Fee Policy of Title Insurance, d)
92 prorations due BUYER, e) Broker's commissions, f) one-half of the escrow and g)
93 other _____
94 (unless VA/FHA regulations prohibit payment of escrow fees by BUYER in which case SELLER shall pay the
95 entire escrow fee). SELLER shall pay directly all utility charges to the date of title transfer or date of possession.

DLH
SELLER'S INITIALS AND DATE

9/4/15

NAM
BUYER'S INITIALS AND DATE

96 whichever is later. The escrow agent shall withhold \$ 300.00 from the proceeds due SELLER for
97 the SELLER's final water and sewer bills. Tenant security deposits, if any, shall be credited in escrow to the
98 BUYER.

99 BUYER shall pay the following through escrow (unless prohibited by VA/FHA regulations): a) one-half of the
100 escrow fee b) one-half the cost of insuring premiums for Owners Fee Policy of Title Insurance; c) all recording
101 fees for the deed and any mortgage, and d) other HMS Home Warranty

102 _____ BUYER shall secure new insurance on the property.

103 BUYER acknowledges the availability of a LIMITED HOME WARRANTY PROGRAM with a deductible paid by
104 BUYER which will will not be provided at a cost of \$ 445 charged to SELLER BUYER from
105 escrow at closing. SELLER and BUYER acknowledge that this LIMITED HOME WARRANTY PROGRAM will not
106 cover any pre-existing defects in the property. Broker may receive a fee from the home warranty provider.

107 The SELLER(s) hereby authorize and instruct the escrow agent to send a copy of their fully signed HUD1
108 Settlement Statement to the Brokers listed on this AGREEMENT promptly after closing.

109 The BUYER(s) hereby authorize and instruct the escrow agent to send a copy of their fully signed HUD1
110 Settlement Statement to the Brokers listed on this AGREEMENT promptly after closing.

111 **INSPECTION** This AGREEMENT shall be subject to the following inspection(s) by a qualified inspector of
112 BUYER's choice within the specified number of days from formation of binding AGREEMENT. BUYER assumes
113 sole responsibility to select and retain a qualified inspector for each requested inspection and releases Broker of
114 any and all liability regarding the selection or retention of the inspector(s). If BUYER does not elect inspections,
115 BUYER acknowledges that BUYER is acting against the advice of BUYER's agent and broker. BUYER
116 understands that all real property and improvements may contain defects and conditions that are not readily
117 apparent and which may affect a property's use or value. BUYER and SELLER agree that the REALTORS® and
118 agents do not guarantee and in no way assume responsibility for the property's condition. BUYER acknowledges
119 that it is BUYER's own duty to exercise reasonable care to inspect and make diligent inquiry of the SELLER or
120 BUYER's inspectors regarding the condition and systems of the property.

121 INSPECTIONS REQUIRED BY ANY STATE, COUNTY, LOCAL GOVERNMENT OR FHAVA DO NOT
122 NECESSARILY ELIMINATE THE NEED FOR THE INSPECTIONS LISTED BELOW.

123 **WAIVER** mm 9/2/15 (initials) BUYER elects to waive each professional inspection to which BUYER has
124 not indicated "YES." Any failure by BUYER to perform any inspection indicated "YES" herein is a waiver of such
125 inspection and shall be deemed absolute acceptance of the Property by BUYER in its "AS IS" condition.

Choice	Inspection		Expense	
	Yes	No	BUYER's	SELLER's
128	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
129	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
130	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
131	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
132	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
133	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

134 _____
135 After each inspection requested, BUYER shall have three (3) days to elect one of the following: a) Remove the
136 inspection contingency and accept the property in its "AS IS" PRESENT PHYSICAL CONDITION; or b) Accept
137 the property subject to SELLER agreeing to have specific items, that were either previously disclosed in writing by
138 the SELLER or identified in a written inspection report, repaired by a qualified contractor in a professional manner
139 at SELLER's expense; or c) Terminate this AGREEMENT if written inspection report(s) identify material latent
140 defects NOT previously disclosed in writing by the SELLER and any cooperating real estate Broker.

141 If the property is accepted in its "AS IS" PRESENT PHYSICAL CONDITION, BUYER agrees to sign an
142 Amendment To Purchase AGREEMENT removing the inspection contingency and this AGREEMENT will proceed

Approved by CABOR, LoCAR, LCAR, GeCAR, Medins BOR and the Virginia County Bar Association

Revised May 1, 2000

Page 3 of 6

mm 9/2/15
SELLER'S INITIALS AND DATE

mm 9/30/15
BUYER'S INITIALS AND DATE

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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 Yes No

158 **PESTWOOD DESTROYING INSECTS** An inspection of all structures on said premises shall be
159 made by a licensed inspection or exterminating agency of BUYER's or SELLER's choice at BUYER's
160 SELLER'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
162 condition shall be made by a licensed exterminating agency which shall furnish a certificate of guarantee for a
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 BUYER
165 OR SELLER (unless FHA/VA 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 Yes No

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"
172 for more information.) In the event existing deficiencies or corrections are identified by the inspector in their
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
175 provide the specific existing deficiencies noted on the written inspection report. In that event, BUYER agrees to
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 MM (BUYER's initials) received a copy of the EPA pamphlet entitled "PROTECT
184 YOUR FAMILY FROM LEAD IN YOUR HOME" and a copy of the "DISCLOSURE ON LEAD-BASED PAINT
185 AND/OR LEAD-BASED PAINT HAZARDS."

186 BUYER 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.

Approved by CABOR, LoCAR, LCAR, GeCAR, Medina BOR and the Cuyahoga County Bar Association
Revised May 1, 2000
Page 4 of 6

MM 9/2/15
SELLER'S INITIALS AND DATE

BUYER'S INITIALS AND DATE

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OLD JW 9/4/15

197 **CONDITION OF PROPERTY** BUYER has examined the property and agrees that the property is being
198 purchased in its "AS IS" PRESENT PHYSICAL CONDITION including any defects disclosed by the SELLER on
199 the state of Ohio Residential Property Disclosure Form or Identified by any inspections requested by either party.
200 SELLER agrees to notify BUYER in writing of any additional disclosure items that arise between the date of
201 acceptance and the date of recording of the deed. BUYER has not relied upon any representations, warranties or
202 statements about the property (including but not limited to its condition or use) unless otherwise disclosed on this
203 AGREEMENT or on the Residential Property Disclosure Form.

204 BUYER HAS Nm (BUYER's initials) received a copy of the Residential Property Disclosure
205 Form signed by SELLER on 9/2/15 (date) prior to writing this offer.

206 BUYER HAS NOT _____ (BUYER's initials) received a copy of the Residential Property
207 Disclosure Form. This offer is subject to the SELLER completing the Residential Property Disclosure Form and
208 BUYER's review and approval of the information contained on the disclosure form within 10 days from
209 receipt.

210 SELLER shall pay all costs for the repair of any gas line leak found between the street and foundation at the time
211 of transfer of utilities. SELLER agrees to comply with any and all local governmental point of sale laws and/or
212 ordinances. SELLER will promptly provide BUYER with copies of any notices received from governmental
213 agencies to inspect or correct any current building code or health violations. If applicable, BUYER and SELLER
214 shall have SEVEN (7) days after receipt by BUYER of all notices to agree in writing which party will be
215 responsible for the correction of any building code or health violation(s). In the event BUYER and SELLER cannot
216 agree in writing, this AGREEMENT can be declared null and void by either party.

217 **REPRESENTATIONS AND DISCLAIMERS** BUYER acknowledges that the SELLER completed the Residential
218 Property Disclosure Form and agrees to hold the Broker(s) and their agents harmless from any misstatements or
219 errors made by the SELLER on the form. BUYER also acknowledges and agrees that the Broker(s) and their
220 agents have no obligation to verify or investigate the information provided by the SELLER on that form. BUYER
221 hereby acknowledges that any representation by SELLER or the real estate agent(s) regarding the square
222 footage of the rooms, structures or lot dimensions, homeowners fees, public and private assessments, utility bills,
223 taxes and special assessments are approximate and not guaranteed. Please list any and all verbal
224 representations made by Broker(s) or their agents that you relied upon when purchasing this property (if none,
225 write "none"). NONE

226

227 **DAMAGE** If any building or other improvements are destroyed or damaged in excess of ten percent of the
228 purchase price prior to title transfer, BUYER may either accept the insurance proceeds for said damage and
229 complete this transaction or may terminate this AGREEMENT and receive the return of all deposits made. If such
230 damage is less than ten percent of the purchase price, SELLER shall restore the property to its prior condition.

231 **BINDING AGREEMENT** Upon written acceptance and then either written or verbal notice of such acceptance to
232 the last-offering party, this offer and any addenda listed below shall become a LEGALLY BINDING AGREEMENT
233 UPON BUYER AND SELLER and their heirs, executors, administrators and assigns and shall represent the entire
234 understanding of the parties regarding this transaction. All counter-offers, amendments, changes or deletions to
235 this AGREEMENT shall be in writing and be signed by both BUYER and SELLER. Facsimile signatures shall be
236 deemed binding and valid. This AGREEMENT shall be used as escrow instructions subject to the Escrow Agent's
237 usual conditions of acceptance. For purposes of this AGREEMENT, "days" shall be defined as calendar days.
238 This AGREEMENT is a legally binding contract. If you have any questions of law, consult your attorney.

239 **ADDENDA** The additional terms and conditions in the attached addenda Agency Disclosure Form
240 Residential Property Disclosure Form VA FHA FHA Home Inspection Notice Condo House Sale
241 Contingency Addendum House Sale Concurrence Addendum Lead Based Paint Other Basement addendum
242 are made part of this AGREEMENT. The terms and conditions of any addenda supersede any conflicting
243 terms in the purchase AGREEMENT.

244 NANCY MA ^{MARY} 3448 Signature Golf Point Colorado
245 (BUYER) (ADDRESS AND ZIP CODE) SPRING

246 Christopher Kaylor --- 9/2/15 CO
247 (BUYER) (PHONE NO.) (DATE) 80904

248 **DEPOSIT RECEIPT** Receipt is hereby acknowledged, of \$ 1,000.00 check note, earnest money, 1022
249 subject to terms of the above offer.

250 By: Christopher Kaylor Office: REALTY TRUST SERVICES Phone: 3308401073

251 **ACCEPTANCE** SELLER accepts the above offer and irrevocably instructs the escrow agent to pay from

252 SELLER's escrow funds a commission of three on 1st look 2% on balance percent (3/2 %)

253 of the purchase price to REALTY TRUST SERVICES (Broker)

254 29550 Detroit Road Suite 102 Westlake OH 44145 (Address)

255 and PER LISTING percent (--- %) of the

256 purchase price to PER LISTING (Broker)

257 _____ (Address)

258 as the sole procuring agents in this transaction.

259 [Signature] 350 Barvin Dr 44017
260 (SELLER) (ADDRESS AND ZIP CODE)

261 David L Phillips 440 234-2861 9/4/15
262 (PRINT SELLER'S NAME) (PHONE NO.) (DATE)

263 Juliann T. Phillips 350 Barvin Dr 44017
264 (SELLER) (ADDRESS AND ZIP CODE)

265 JULIANNE T PHILLIPS 440 234 2861 9/4/15
266 (PRINT SELLER'S NAME) (PHONE NO.) (DATE)

267 The following information is provided solely for the Multiple Listing Services' use and will be completed by the
268 Brokers or their agents and is not part of the terms of the Purchase AGREEMENT.

269 Multiple Listing Information

270 <u>Chelley Williams</u>	<u>359585</u>
271 (Listing agent name)	(Listing agent license #)
272 <u>Glenn Williams</u>	<u>2167</u>
273 (Listing broker name)	(Listing broker office #)
274 <u>Christopher Kaylor</u>	<u>2011003065</u>
275 (Selling agent name)	(Selling agent license #)
276 <u>Realty Trust Services</u>	<u>9165</u>
277 (Selling broker name)	(Selling broker office #)

HMS HOME WARRANTY APPLICATION

Contract # or Order Confirmation Number (Provided by HMS)

PROPERTY INFORMATION

Property Address to be Covered
350 Baldwin
Berea, OH 44017
 City State Zip
 Mailing Address If Different From Above
3448 Signature Golf Point
Colorado Springs, CO 80904
 City State Zip

This mailing address is for: Buyer Seller

SELLER INFORMATION

Name(s) David + Julie Phillips
 Cell Phone Number _____ E-mail Address _____
 Listing Start Date _____ Listing End Date _____

BUYER INFORMATION

Name(s) Nancy B. McNamara
9/29/2015
 Closing Date Cell Phone Number _____
NBMcNamara@earthlink.net
 E-mail Address

AGENT INFORMATION

4533 RealtyTrust Services
 Real Estate Office/Member Broker No. Main Office Phone Number
29550 Detroit Rd suite 102 westlake
 Real Estate Office Address City, State, Zip OH 44145
Christopher Kaylor
 Real Estate Agent Name
CHRIS C Kaylor @gmail.com 330-840-1073
 Real Estate Agent E-mail Address Real Estate Agent Cell Phone

Disclosure: In addition to representing the home seller and/or buyer, the named real estate agent, broker or company may also be performing certain warranty-related processing, administrative, marketing and other services. Your charge for this warranty includes an amount paid to the real estate agent, broker or company for performing these services.

This coverage includes only those systems, appliances and components that were in proper operating condition at the Agreement effective date. The following systems, appliances and components should be excluded from coverage:

Yes, I Want Warranty Coverage: Applicant understands the terms and conditions of warranty coverage and authorizes closing agent to pay required warranty fees upon closing.

No, I Do Not Want Warranty Coverage. Applicant understands that no coverage (by the warranty company, real estate agent, or any other person) will be provided in the event of a subsequent mechanical failure that otherwise would have been covered under the warranty.

Signature _____ Date 7/23/15

1. PLANS & PRICING

Seller/Buyer: Coverage to begin at enrollment, converts to buyer at closing \$445
Seller Heat & A/C Coverage (Optional) \$60
Buyer: Coverage to begin at closing \$445
Existing Homeowner (30-day wait applies) \$445
Each Add'l Unit up to Fourplex \$150
New Home Construction (Years 2-4)* \$545
*Not Available on Multi-Unit

2. ADDITIONAL SYSTEMS & COMPONENTS

Additional Jetted Bathtub \$125 each
 Additional Central Heating System \$100 each
 Additional Central A/C System \$50 each
 Additional Sump Pump \$60 each
 Additional Water Heater \$50 each
 Additional Refrigerator \$25 each

3. OPTIONAL COVERAGE (BUYER ONLY)

Septic Tank/Pumping \$45 each
 Well Pump System \$60 each
 Well Pump System w/Booster Pump \$150 each
 Pool and/or Spa Without Heater \$150 each
 Pool and/or Spa With Heater \$195 each
 \$50 Buy Down Deductible \$50 per unit
Premier Upgrade Package \$500** \$69 per unit
Premier Upgrade Package \$1,000** \$89 per unit

****The Premier Upgrade Package provides buyers up to \$500 or \$1,000 of extra coverage for items or charges which are typically not covered by a home warranty. You can take advantage of this option twice per contract year. Some examples of items not covered are disposal of equipment, duct, electrical and/or plumbing modifications, reclamation of refrigerant, code upgrades, permit fees and condenser pads. See Terms, Conditions and Limitations in the Agreement.**

4. TOTAL DUE AT CLOSING

Total All Fees: (Sections 1, 2, and 3) \$ _____
 For multiple years, multiply the total by the number of years:
 \$ _____ X _____ = \$ _____
(Total of All Fees) (Number of Years) (Total Price)

TO ENROLL:

- Online: www.hmsnational.com
 - E-mail: enroll@hmsnational.com
 - Phone: 1.800.521.8264
 - Fax: 1.800.523.7732
 - Mail: P.O. Box 559003, Ft. Lauderdale, FL 33355-9003
- Please make checks payable to: HMS Home Warranty

DO NOT CALL A CONTRACTOR YOURSELF. TO FILE A CLAIM CALL: 1.800.432.1033.

Coverage is subject to a deductible per trade call fee of \$100 per service call, per trade agent.
 Additional charges may apply to certain repairs or replacements.



No of Violations: NONE

CERTIFICATE OF EXTERIOR INSPECTION

Date of Inspection: 9/22/2015

Date of Issuance 9/22/2015

Property Address 350 BALDWIN BEREA 44017

Name of each owner DAVID PHILLIPS

Address of each owner if different from above _____

The owner entering into an agreement to sell a property must present this Certificate or an exact copy to any prospective purchaser prior to the time of transfer of title.

Appeal: Within ten(10) days of the date of issuance of this Certificate, any person affected by the notice may request a hearing before the Municipal Planning Commission by filing a written request with the Secretary of the Commission.

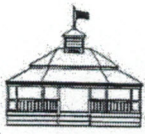
See Chapter 1360 of the Berea codified Ordinances for more information about Exterior Point of Sale Inspections

In issuing a Certificate of Exterior Inspection, the City of Berea does not thereby issue, warrant or guarantee to the holder thereof, to his assignees, or any other interested party that such Certificate of Exterior Inspection all of violations of the Zoning Code and /or Codified Ordinances of the City. Any item omitted from the Certificate shall not be construed to mean that such omitted item is in good working order. Such Certificate should be considered by all parties as the City's best effort to make known to owners and purchasers of real estate known exterior maintenance violations on a given property at the time the exterior inspection is made.

Such Certificate of Exterior Inspection shall be valid for one (1) year from the date of issuance, unless an extension is approved by a Building Department Official.

Manning McDonald
Housing Inspector

9/22/15
Date



CITY OF BEREA

"The Grindstone City"

Cyril M. Kleem
Mayor

Dana J. Kavander, CPA
Director of Finance

11 Berea Commons
Berea, Ohio 44017
Phone: (440) 826-5800
Fax: (440) 826-4598
Website www.cityofberea.org

Status Report Request

Per Berea Codified Ordinance 311.08 "Property Seller to Supply Statement of Status of Water and/or Sewer Bill(s). No person, agent, firm or corporation shall sell by deed, land contract, or otherwise, any interest in any premises within the City which is supplied by Berea City water or any premises situation outside the borders of the City but which is supplied with City water, without furnishing the buyer, prior to closing of such sale, a statement from the Berea Water Department of Finance Department setting forth the current status of the water account and sewer account(s) of the premises and, when an escrow has been established, depositing in escrow, prior to delivery of possession or transfer of title, a statement from the buyer acknowledging the receipt of such statement, and accepting responsibility for all water and sewer bills on such property after the date of possession or title transfer, whichever shall sooner occur. The Water and/or Finance Departments shall, from time to time, establish a reasonable fee to be charged to any person, firm or corporation for a status report of any water and/or sewer bill for any such property."

The City of Berea Finance Dept. will issue a status report on a property only when a written request or form is received with the required \$25.00 fee. The City annually certifies unpaid water and sewer bills and nuisance abatements to property tax bills.

Requester Information:

Company Name _____
Contact Name _____ Email _____
Phone _____ Fax _____
Company Address _____

Property Information:

Property Address _____
Parcel Number _____ Transfer Date _____

Mail this form or request, along with a check for \$25.00 made payable to the City of Berea, to:
City of Berea Finance Dept.
11 Berea Commons
Berea, OH 44017

If you would like to receive this report by mail, please send a self addresses, stamped envelope with your check. Otherwise, please indicate email or fax.

Questions - please call the Finance Department at (440) 891-3314