

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 5-31 6/28 2016 and title shall be
49 transferred on or about 5-31 6/28 2016 7 days AFTER Title Transfer

50 POSSESSION SELLER shall deliver possession to BUYER on 5-31 (date) at 1200 (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 7 () days. Additional N/A days at a rate of
53 \$ 4000 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 title co title 440-239-1540 (title company - if BUYER has a preference) in the amount of the purchase price with cost of the insuring
61 premium split equally between SELLER and BUYER. If the property is torrenized, SELLER shall furnish an
62 Owner's Duplicate Certificate of Title, and a United States Court Search and Tax Search. SELLER shall have
63 thirty (30) days after notice to remove title defects. If unable to do so, BUYER may either a) accept Title subject to
64 each defect without any reduction in the purchase price or b) terminate this AGREEMENT, in which case neither
65 BUYER, SELLER nor any REALTOR(S) shall have any further liability to each other, and both BUYER and
66 SELLER agree to sign a mutual release, whereupon the Broker shall return the earnest money to BUYER.

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

86 In the event the property shall be deemed subject to any agricultural tax recoupment (G.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 Owner's Fee Policy of Title Insurance, d)
92 prorations due BUYER, e) Broker's commissions, f) one-half of the escrow fee and g) other seller to
93 Contribute \$1,000 towards buyers closing costs, points and prepaid
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

Approved by CAROL LACAR, LORAR and DeCAR
Noted May 1, 2010
Pgs 2 of 6
JK 5-5-16
SELLER'S INITIALS AND DATE

RG 4-29-16
BUYER'S INITIALS AND DATE

Handwritten notes:
Title Co - title 440-239-1540
5/31
PJP

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 If buyer is represented by SRS Realty

102 a \$200 Administrative fee will be charged. 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 \$ NA 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 FHAMA DO NOT**
122 **NECESSARILY ELIMINATE THE NEED FOR THE INSPECTIONS LISTED BELOW.**

123 **WAIVER** RJG (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 type="checkbox"/>	<input checked="" type="checkbox"/>	GENERAL HOME _____ days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
129	<input type="checkbox"/>	<input checked="" type="checkbox"/>	SEPTIC SYSTEM _____ days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
130	<input type="checkbox"/>	<input checked="" type="checkbox"/>	WATER POTABILITY _____ days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
131	<input type="checkbox"/>	<input checked="" type="checkbox"/>	WELL FLOW RATE _____ days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
132	<input type="checkbox"/>	<input checked="" type="checkbox"/>	RADON _____ days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
133	<input type="checkbox"/>	<input checked="" type="checkbox"/>	OTHER _____ days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>

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, LoCAR and CoCAR, Cuyahoga County Bar Association

Revised May 1, 2000

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RJG 5-5-16
SELLER'S INITIALS AND DATE

RJG 4-27-16
BUYER'S INITIALS AND DATE

DR Form 100