



PURCHASE AGREEMENT  
OFFER, RECEIPT AND ACCEPTANCE

1 **BUYER** The undersigned Realife Cleveland LLC offers to buy the  
2 **PROPERTY** located at 590 Woodmead Dr.  
3 City Belea, Ohio, Zip 44017  
4 Permanent Parcel No. 363-33076, 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 \_\_\_\_\_ 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 AS IS.  
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 \$ 74,001  
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 \$ 73,001  
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 on or about \_\_\_\_\_. 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.

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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 Feb 15, 17, and title shall be  
49 transferred on or about Feb 17.

50 **POSSESSION** SELLER shall deliver possession to BUYER on title transfer (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 0 ( ) days. Additional NA days at a rate of  
53 \$ \_\_\_\_\_ 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 All Real Estate SOLUTIONS  
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 torrenized, 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)<sup>®</sup> 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.

Approved by CABOR, LoCAR, LCoAR, GeCAR, Medina BOR and the Cuyahoga County Bar Association

Revised May 1, 2000

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SELLER'S INITIALS AND DATE

BUYER'S INITIALS AND DATE YK 1-9-10

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96 whichever is later. The escrow agent shall withhold \$ 00.00 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 \_\_\_\_\_

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 \$ \_\_\_\_\_ 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<sup>®</sup> 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 FHA/VA DO NOT  
 122 NECESSARILY ELIMINATE THE NEED FOR THE INSPECTIONS LISTED BELOW.

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

143 in full force and effect. If the property is accepted subject to the SELLER repairing specific defects, BUYER shall  
144 provide to SELLER a copy of the inspection report(s) and sign an Amendment To Purchase Agreement removing  
145 the inspection contingency and identifying the defects which are to be repaired. SELLER and BUYER shall have  
146 three (3) days from SELLER's receipt of the written list of defects and the inspection report(s) to agree in writing  
147 which defects, if any, will be corrected at SELLER's expense. If a written AGREEMENT is not signed by SELLER  
148 and BUYER within those three (3) days, this AGREEMENT is null and void and SELLER and BUYER agree to  
149 sign a mutual release. If the BUYER elects to terminate this AGREEMENT based upon newly discovered material  
150 latent defects in the property, BUYER shall provide a copy of the written inspection report to the SELLER and  
151 both parties agree to promptly sign a mutual release. Upon signing of a mutual release by SELLER and BUYER,  
152 the earnest money deposit shall be returned to the BUYER without any further liability of either party to the other  
153 or to Broker(s).

154 The BUYER and SELLER can mutually agree IN WRITING to extend the dates for inspections, repairs, or to  
155 exercise their right to terminate the AGREEMENT. SELLER agrees to provide reasonable access to the property  
156 for BUYER to review and approve any conditions corrected by SELLER.

157 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 YH (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.

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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 \_\_\_\_\_ (BUYER's initials) received a copy of the Residential Property Disclosure  
205 Form signed by SELLER on \_\_\_\_\_ (date) prior to writing this offer.

206 BUYER  HAS NOT YK (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 <sup>10</sup> \_\_\_\_\_ 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 Concurrency Addendum  Lead Based Paint  Other \_\_\_\_\_  
242 are made part of this AGREEMENT. The terms and conditions of any addenda supersede any conflicting  
243 terms in the purchase AGREEMENT.

244 Realife cleveland LLC 21380 Lorain Rd Fairview Park, OH  
245 (BUYER) (ADDRESS AND ZIP CODE) 44126

246 ~~\_\_\_\_\_~~ --> \_\_\_\_\_  
247 (BUYER) (PHONE NO.) --> 1-9-17  
(DATE)

248 **DEPOSIT RECEIPT** Receipt is hereby acknowledged, of \$ 1,000  check  note, earnest money.  
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 PERMLS percent (3 %)  
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 \_\_\_\_\_  
260 (SELLER) (ADDRESS AND ZIP CODE)

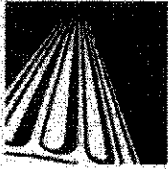
261 \_\_\_\_\_  
262 (PRINT SELLER'S NAME) (PHONE NO.) (DATE)

263 \_\_\_\_\_  
264 (SELLER) (ADDRESS AND ZIP CODE)

265 \_\_\_\_\_  
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.

Multiple Listing Information	
270 <u>Kenneth Myers</u>	<u>389458</u>
271 (Listing agent name)	(Listing agent license #)
272 <u>Re/Max Trinity</u>	<u>9336</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 #)



**Realty Trust  
Services** 

**Promisary Note**

*Promisary Note*

\$ 1,000.

Date 1-9-17

4 days from acceptance

**ON DEMAND** after date, \_\_\_\_\_ promise to pay to the order of  
**REALTY TRUST SERVICES**

with interest at ZERO percent per annum for a valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

**DUE DATE  
ON DEMAND**



Realife cleveland LLC

Approved for us - The Cleveland Area Board of REALTORS®



### NOTICE OF POSSIBLE LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

1. DATE PREPARED <b>1-5-2017</b>	2. PAGE NO. PAGE 1 OF PAGES	3. PROPERTY IDENTIFIER <b>106145</b>
-------------------------------------	--------------------------------	-----------------------------------------

4. PROPERTY ADDRESS (Include No., Street or Rural Route, City or P.O., State and ZIP Code)  
**590 WOODMERE DR. BEREA OH 44017**

#### 5. DISCLOSURES AND CERTIFICATIONS

##### A. LEAD WARNING STATEMENT

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection is recommended prior to purchase.

##### B. Seller's Disclosure (Initial Items B1 or B2 and B3 or B4, you may attach additional sheets if needed for B1 or B3)

1. \_\_\_\_\_ The following known lead-based paint and/or lead-based paint hazards are present in the housing:

OR

2.  VA has no knowledge of lead-based paint hazards in the housing.

AND

3. \_\_\_\_\_ VA has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing; i.e., the following:

OR

4.  VA has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

##### C. PURCHASER'S ACKNOWLEDGEMENT (The purchaser(s) must initial item C1 or C2)

The purchaser(s) of the property identified in Item 4 above acknowledge(s) that he/she/they has/have received all of the information listed above and the lead hazard information pamphlet "Protect Your Family From Lead In Your Home," EPA 747-K-94-001, and certify that:

1. \_\_\_\_\_ He/she/they has/have received a 10-day opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards (unless the parties have mutually agreed to a different period of time), before becoming obligated under the contract to purchase the housing. The 10-day period expired

2.  He/she/they has/have been informed of the 10-day opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards and choose to waive it.

##### D. AGENT'S ACKNOWLEDGEMENT (Initial and complete Items 8A and 8B below)

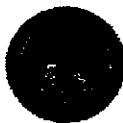
*KAM* I am aware of my duty under 42 U.S.C. 4852d to ensure compliance with the requirements of Title X.

#### CERTIFICATION OF ACCURACY

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.

6A. SIGNATURE OF PURCHASER <i>[Signature]</i>	6B. DATE SIGNED <b>1-9-17</b>	7A. SIGNATURE OF CO-PURCHASER <i>Realife Cleveland LLC</i>	7B. DATE SIGNED <b>1-18-17</b>
8A. SIGNATURE OF REAL ESTATE AGENT <i>[Signature]</i>	8B. DATE SIGNED <b>1-10-17</b>	9A. SIGNATURE OF REAL ESTATE BROKER OR BROKER'S AUTHORIZED REPRESENTATIVE <i>[Signature]</i>	9B. DATE SIGNED <b>1-5-17</b>
10A. SIGNATURE OF SECRETARY OF VETERANS AFFAIRS OR DESIGNEE		10B. DATE SIGNED	





### MULTIPLE OFFER DISCLOSURE FORM

Current Date: Jan. 11, 2017

VRM Asset ID: 106145

Buyer's Name: Realife cleveland LLC

Property Address: 590 Woodmere Dr. Berea OH 44017

City, State, ZIP: \_\_\_\_\_

Attention Buyer:

- We are involved in a multiple offer situation on the above referenced property.
- All offers must be submitted in writing. No verbal offers will be accepted.
- All offers must be delivered to the listing agent. The only acceptable form of offer submission is via the fax or e-mail listed below:

Listing Agent/Broker: <u>Kenneth A. Myers JR / RE/MAX TRINITY</u>
Agent Phone Number: <u>440-934-7707</u>
Agent Fax Number: <u>440-934-7760</u>
Offer Submission e-mail: <u>Vicki@kenmyersreco.com</u>

The listing agent must receive your "BEST" offer before 9AM on Jan. 13, 2017

NO change IN offer.

Purchaser: Realife cleveland LLC

Date: 1-11-17

Purchaser: 

Date: 1/11/17



# AGENCY DISCLOSURE STATEMENT



The real estate agent who is providing you with this form is required to do so by Ohio law. You will not be bound to pay the agent or the agent's brokerage by merely signing this form. Instead, the purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord and the term "buyer" includes a tenant.)

Property Address: 590 Woodmere Dr. Berea, OH 44017  
Buyer(s): Realite Cleveland LLC  
Seller(s): \_\_\_\_\_

## I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by Christopher Kaylor AGENT(S), and Realty Trust Services BROKERAGE.

The seller will be represented by Kenneth A. Majers Jr. AGENT(S), and Re/Max Trivinity BROKERAGE.

## II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage represent both the buyer and the seller, check the following relationship that will apply:

- Agent(s) \_\_\_\_\_ work(s) for the buyer and Agent(s) \_\_\_\_\_ work(s) for the seller. Unless personally involved in the transaction, the broker and managers will be "dual agents", which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.
- Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents and \_\_\_\_\_ will be working for both the buyer and seller as "dual agents". Dual agency is explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* \_\_\_\_\_

## III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) \_\_\_\_\_ and real estate brokerage \_\_\_\_\_ will

- be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* \_\_\_\_\_
- represent only the (check one)  seller or  buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

### CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.

<u>Realite Cleveland LLC</u> <small>BUYER/TENANT</small>	<u>1-17-17</u> <small>DATE</small>	_____ <small>SELLER/LANDLORD</small>	_____ <small>DATE</small>
<u>[Signature]</u> <small>BUYER/TENANT</small>	_____ <small>DATE</small>	_____ <small>SELLER/LANDLORD</small>	_____ <small>DATE</small>



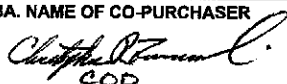
**Department of Veterans Affairs**

**RESIDENTIAL PURCHASE AND SALE AGREEMENT**

The parties of this contract are The Secretary of Veterans Affairs (Seller) and Buyer as reflected in Section 2.A and 3.A of this Real Estate Purchase Agreement. Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined in Section 1 pursuant to the terms and conditions of this Contract for Sale and the Purchase and any riders and addenda (Contract). The land, improvements and accessories are collectively referred to as the Property:

**1. PROPERTY TO BE PURCHASED**  
 Street Address: 590 WOODMERE DR  
 City: BEREA  
 State: OH Zip: 44017

**SECTION 1 - PURCHASER(S) INFORMATION**

<b>2A. NAME OF PURCHASER</b> REALIFE CLEVELAND LLC	<b>2B. ADDRESS OF PURCHASER (Include No., Street or rural route, City or P.O. Box, State and ZIP Code)</b> 21380 LORAIN RD., FAIRVIEW PARK, OH, 44126	<b>2C. HOME PHONE</b> (330) 840-1073
		<b>2D. BUSINESS PHONE</b> N/A
<b>3A. NAME OF CO-PURCHASER</b>  COO	<b>3B. ADDRESS OF CO-PURCHASER (Include No., Street or rural route, City or P.O. Box, State and ZIP Code) (If same as above write "SAME")</b>	<b>3C. HOME PHONE</b> N/A
		<b>3D. BUSINESS PHONE</b> N/A

**4. STATE EXACT NAME(S) IN WHICH TITLE IS TO BE CONVEYED** REALIFE CLEVELAND LLC

**5. DO YOU PLAN TO OCCUPY THE PROPERTY** No

**6. IS THE PROPERTY BEING PURCHASED DIRECTLY OR INDIRECTLY BY OR FOR ANY OF THE FOLLOWING PERSONS OR ANY OF THEIR CLOSE RELATIVES?**

	YES	NO
A. ANY PERSON WHO AT ANY TIME OBTAINED OR ASSUMED THE PAYMENT OF ANY LOAN MADE OR HELD BY VA OR GUARANTEED OR INSURED BY VA UNDER CHAPTER 37, TITLE 38, U.S. CODE?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B. ANY PERSON WHO HAS BEEN EMPLOYED BY THE SERVICE PROVIDER OR ANY OTHER ENTITY UNDER COMMON OWNERSHIP WITH THE SERVICE PROVIDER WITHIN THE LAST 6 MONTHS?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C. ANY PERSON WHO AT ANY TIME WAS THE OWNER OF THE PROPERTY?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
D. ANY PERSON WHO PREVIOUSLY PURCHASED A PROPERTY FROM VA?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
E. AN OFFICER, EMPLOYEE, DIRECTOR OR SHAREHOLDER OF VRM OR ITS AFFILIATED COMPANIES?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
F. ANY PERSON DERIVING PRIMARY MEANS OF FINANCIAL SUPPORT FROM A VRM OR AFFILIATE EMPLOYEE OR CLOSE RELATIVE?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
G. ANY AGENTS, BROKERS, APPRAISERS, ATTORNEYS, TRUSTEES, EMPLOYEE OF REPRESENTATIVES AND VENDORS INCLUDING PROPERTY INSPECTION, PROPERTY PRESERVATION AND TITLE COMPANIES) OF VRM OR AFFILIATED COMPANIES?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

*(If any answer(s) for items 6A through 6G is/are "YES," give a detailed statement of circumstances on a separate sheet. The term "Close relative" as used means the spouse, domestic partner, dependent child who lives with such person, parents, children, brother or sister, or any other relative who is a member of the Purchaser's household.)*  
 PURCHASER REPRESENTS AND WARRANTS THAT ALL OF THE FOREGOING INFORMATION IN 6A THROUGH 6G IS TRUE, ACCURATE AND COMPLETE.

PURCHASER'S INITIALS: CRZ 1-18-17

SELLER'S INITIALS: \_\_\_\_\_

SECTION II - TERMS OF PURCHASE, CERTIFICATIONS AND CONDITIONS OF TRANSMITTAL OF OFFER

7. CASH OFFER <input checked="" type="checkbox"/>		8. TERM OFFER <input type="checkbox"/>			
A. OFFERED PRICE		\$74,001.00	A. OFFERED PRICE		
B. BUYER CLOSING COSTS (Paid by Seller)			B. BUYER CLOSING COSTS (Paid by Seller)		
C. NET SALES PRICE (Item A - Item B)		\$74,001.00	C. NET SALES PRICE (Item A - Item B)		
D. COMMISSION	SALES	\$2,220.03	D. COMMISSION	SALES	
	LISTING	\$2,220.03		LISTING	
E. NET TO SELLER (Item C - Item D)		\$69,560.94	E. NET TO SELLER (Item C - Item D)		
		F. DOWNPAYMENT			
		G. AMOUNT TO FINANCE			
PURCHASERS AGREE TO CLOSE WITHIN DAYS AFTER OFFER IS ACCEPTED.		29	H. INTEREST RATE	0.00%	I. NO. OF YEARS
					J. MONTHLY P & I PAYMENT
<b>9. AMOUNT OF EARNEST MONEY DEPOSIT</b> ▶ \$ 1,000.00 ("EARNEST MONEY") THE EARNEST MONEY SHALL BE DEPOSITED BY PURCHASER WITH THE ESCROW AGENT WITHIN TWO (2) BUSINESS DAYS AFTER THE FULL EXECUTION OF THIS CONTRACT OF SALE. IF PURCHASER FAILS TO MAKE A TIMELY DEPOSIT OF THE EARNEST MONEY, SELLER IN ITS SOLE DISCRETION MAY ELECT TO TERMINATE THIS CONTRACT OF SALE, WHICH SHALL THEN BE OF NO FORCE AND EFFECT. EARNEST MONEY IS REFUNDABLE TO PURCHASER ONLY PURSUANT TO PARAGRAPHS 6-9 OF THE "CONDITIONS OF SALE" SET FORTH IN SECTION IV. ON THE CLOSING DATE, THE EARNEST MONEY SHALL BE APPLIED TO THE PURCHASE PRICE AND PURCHASER SHALL DELIVER THE AMOUNT OF THE PURCHASE PRICE LESS THE EARNEST MONEY, PLUS OR MINUS APPLICABLE PRORATIONS, DEPOSITED BY PURCHASER WITH THE ESCROW AGENT IN CASH, BANK CHECK, CERTIFIED CHECK OR WIRE TRANSFER INTO ESCROW AGENT'S ESCROW ACCOUNT AT A BANK SATISFACTORY TO SELLER.					
<b>10. THE SELLER MAY ACCEPT OR REJECT ANY OFFER AT ITS SOLE DISCRETION. ANY OFFER MAY BE RESCINDED BASED ON PARAGRAPH 6 OF THE "CONDITIONS OF SALE" SET FORTH IN SECTION IV.</b>					
<b>11. THE PURCHASER AND SELLER APPROVE AND ACCEPT THIS PURCHASE AND SALE AGREEMENT AND ALL OTHER ATTACHMENTS AND ADDENDA (THE "CUMULATIVE AGREEMENT"). IN THE EVENT ANY PROVISION OF THIS PURCHASE AND SALE AGREEMENT CONFLICTS WITH THE TERMS OF ANY STATE SPECIFIC PURCHASE AND SALE AGREEMENT, WHICH MAY BE ATTACHED, THE PROVISIONS OF THIS PURCHASE AND SALE AGREEMENT SHALL CONTROL.</b>					
<b>12. PENALTY-</b> The law provides severe penalties which include fine or imprisonment, or both, for the willful submission of any statement or evidence of a material fact, knowing it to be false.					
13A. SIGNATURE OF PURCHASER		13B. DATE SIGNED	14A. SIGNATURE OF CO-PURCHASER		14B. DATE SIGNED
<i>Realite cleveland llc</i>		1-18-17	<i>[Signature]</i>		1-18-17
15A. NAME AND ADDRESS OF REAL ESTATE FIRM			15B. NAME OF PRINCIPAL BROKER		
REALTY TRUST SERVICES, LLC			ANDREW W. MORRIS		
29550 DETROIT RD. STE 102			15C. NAME OF SALES PERSON		
WESTLAKE OH 44145			CHRISTOPHER KAYLOR		
			15D. TELEPHONE NUMBER		
			(330) 840-1073		
16A. SIGNATURE OF PRINCIPAL BROKER OR AUTHORIZED REPRESENTATIVE REPRESENTING BUYER				16B. DATE SIGNED	
<i>Christopher Kaylor</i>				1-18-17	
SECTION III - ACCEPTANCE BY THE DEPARTMENT OF VETERANS AFFAIRS					
THIS CONTRACT OF SALE IS NOT EFFECTIVE AND OF NO FORCE AND EFFECT UNLESS SIGNED ON BEHALF OF THE SECRETARY OF VETERANS AFFAIRS.					
17A. THE SECRETARY OF VETERANS AFFAIRS, An Office of the United States of America,					17B. DATE ACCEPTED
By: _____					
Printed Name _____ Title _____					
By the Secretary's duly authorized property management contractor, Vendor Resource Management, pursuant to a delegation of authority found at 38 C.F.R. 36.4345(f)					

Form: VRM SC v.07222013

PURCHASER'S INITIALS: *CRZ* 1-18-17

SELLER'S INITIALS: \_\_\_\_\_

**SECTION IV - CONDITIONS OF SALE**

1. **Closing Date:** The closing shall occur on or before Feb / 15 / 2017 or such earlier time as both parties shall agree ("Closing Date"). If closing does not occur by the Closing Date, Purchaser must submit an extension request prior to the Closing Date, which Seller may accept or reject at its sole discretion; however, if Purchaser fails to submit an extension request prior to the Closing Date or Purchaser refuses or otherwise fails to perform in accordance with this Contract of Sale, Seller may elect to terminate the Contract of Sale and retain all Earnest Money as liquidated damages and upon notice by Seller to ("Escrow Agent") and Purchaser, Escrow Agent will pay such Earnest Money directly to Seller without Purchaser's consent. If Seller accepts the extension request, Seller shall charge a per diem of \$0.00 through and including the new closing date specified in the fully-executed extension. The Purchaser has the right to make an independent selection of their own attorney, settlement company, escrow company, title company and/or title insurance company in connection with the closing.
2. **Title:** Purchaser is responsible for payment of any title insurance required or requested and all closing costs. Purchaser is herewith notified that any offer accepted is subject to delay of closing or cancellation should seller conclude clear title cannot be conveyed. This Property is being marketed subject to review of the title package from foreclosure by Seller. Seller or its' agent will prepare Deed conveying title from Seller to Purchaser. Title to the Property will be conveyed by deed that covenants that grantor grants only that title which grantor may have and that grantor will only defend title against persons claiming by, through or under grantor. Such deed may be known as a Special Warranty, Limited Warranty, Quit Claim or Bargain and Sale Deed or other local form of Deed acceptable to the recording agent and Seller. Should Purchaser be agreeable, along with lender and Purchaser's closing agent, to proceed with closing without Seller's approval of the full title package, a Quit Claim or Non-Warranty deed will be used.

**IMPORTANT NOTICE: SELLER DOES NOT GUARANTEE OR WARRANT THE TITLE TO THE PROPERTY. Seller recommends that Purchaser obtain title insurance (or a title guarantee).**

3. **Condition of the Property:** The Purchaser understands that the Seller acquired the Property by foreclosure, Deed-in-Lieu, forfeiture, tax sale or similar process. The Seller has limited or no direct knowledge concerning the condition of the Property. Purchaser agrees to accept the Property on an AS IS WHERE IS basis as of the Closing Date, with all faults, including, without limitation, any defects or environmental conditions affecting the Property, whether known or unknown, whether such defects or conditions were discoverable through inspection or not, and without any representation or warranty, express or implied, direct or indirect or of any kind or nature, all of which Seller hereby disclaims. Purchaser agrees that neither Seller, nor its agents and representatives, have made and the Seller specifically negates any representation or warranty, express or implied, direct or indirect or of any kind or nature with respect to the Property or the conditions thereof, including, without limitation, the fitness for any particular purpose, habitability, merchantability, marketability, profitability, including, without limitation, any defects, apparent, non-apparent or latent, which now exist or which may hereafter exist and which, if known to the Purchaser, may have caused the Purchaser to refuse to purchase the Property, and further including, without limitation, proper design, quality, physical condition, structural integrity, quality of character of materials used in construction of any improvements (drywall, asbestos, lead paint and urea formaldehyde foam insulation), availability and quantity or quality of water, stability of soil, susceptibility to landslide or flooding, sufficiency of drainage, water leaks, water damage, any other matter affecting the stability, integrity or condition of the Property or improvements, operation or income, compliance with drawings or specifications, absence of defects, absence of hazardous or toxic substances, including mold, mildew, spores and/or other microscopic organisms and/or allergens, absence of faults, conformity of the Property or the improvements to any zoning, land use or building code requirements or compliance with any laws, rules, ordinances or regulations or any federal, state or local governmental authority, or the granting of any required permits or approvals of any governmental bodies which had jurisdiction over the construction of the original structure, any improvements or remodeling of the structure, compliance with laws and regulations including, without limitation, those relating to health, safety and the environment. Purchaser is not now relying, and will not later rely, upon any representations and warranties, express or implied, direct or indirect or of any kind or nature made by Seller or anyone acting or claiming to act, by, through or under or on Seller's behalf concerning the Property. Purchaser, for itself and any entity affiliated with Purchaser, waives and releases Seller and its affiliates from and against any liability or claim related to the Property arising under any cause of action based on any other state, local, or federal environmental law, rule or regulation.
4. **Occupancy Status of Property:** Purchaser agrees that neither the Seller, nor its representatives, agents, or assigns, have made any representation or warranty related to the existence of any tenants or occupants on the Property or as to the existence of any leases or the validity, enforceability, performance under or continuation of any such leases on the Property. All leases shall be deemed assigned to Purchaser upon closing to the extent permitted by applicable law. Purchaser further agrees that Seller is not holding any security deposits and has no information as to such security deposits and Purchaser agrees to assume all responsibility and liability for the refund of such security deposits. Purchaser agrees that the Property may be subject to the provisions of local rent control ordinances and regulations. Purchaser agrees that on the Closing Date, all eviction proceedings and other duties and responsibility of a property owner and landlord, including, but not limited to those proceedings required for compliance with such local rent control ordinances and regulations, will be the Purchaser's sole responsibility.
5. **Personal Property:** No items of personal property located on the Property are included in this sale or the Purchase Price unless set forth in Exhibit B of this Contract of Sale (if applicable). No representation or warranty is made by Seller as to the condition of any personal property, title thereto, or whether any personal property is encumbered by any liens and Seller assumes no responsibility for such personal property remaining on the Property.
6. **Seller's Right to Rescind:** Seller at its sole discretion may rescind the Contract of Sale of the Property and return the Purchaser's Earnest Money under any of the following conditions: Property is damaged prior to the Closing Date, Seller is unable to deliver the Property as advertised, Seller is unable or unwilling to remove valid objections to title prior to the Closing Date, any errors are made in the calculations concerning the offer to sell the Property, Seller is unable to acquire title to the Property, or the Property is subject to any redemption rights.

PURCHASER'S INITIALS: CLZ 1-18-17

SELLER'S INITIALS: \_\_\_\_\_

7. **Inspections:** Seller authorizes Purchaser, at Purchaser's expense, to make a complete inspection of the Property within seven (7) business days from the execution of the Contract of Sale. Within five (5) business days of receipt of any inspection report or within twelve (12) business days of execution of the Contract of Sale, whichever is earlier (the "Inspection Period"), Purchaser may terminate the Contract of Sale by providing Seller with written notice. If Purchaser does not terminate the Contract of Sale within the Inspection Period, Purchaser shall be deemed to have accepted the Property "AS IS WHERE IS", without any deductions from the Purchase Price or offsets of any kind. Purchaser agrees that Seller shall not make any repairs or replacements indicated in Purchaser's inspection reports and Purchaser agrees it is Purchaser's sole responsibility to obtain such reports by qualified professionals on any matters, including without limitation, the conditions set forth in paragraph 3 above, the appliances, structural components and alterations to the Property or presence of any environmental conditions or hazardous substances on the Property. If Purchaser properly terminates the Contract of Sale within the Inspection Period, Purchaser shall be entitled to a refund of the Earnest Money from Escrow Agent.
8. **Damage and Repairs:** Risk of loss or damage by fire, flood or any other cause before the Closing Date shall remain with Seller. If before the Closing Date, Seller elects in its sole discretion to make any repairs or treatments, which shall only be for functional purposes, all such repairs and treatments will be completed by a vendor approved by Seller. Purchaser shall not enter the Property to make any repairs. Whether or not Seller makes any repairs or treatments, Purchaser waives all claims related to the conditions of the Property and the quality of the repairs or treatments to the Property. Seller does not represent or warrant any work or repairs or treatments to the Property. If Purchaser makes any changes to the Property prior to closing, then Seller shall have the right to terminate the Contract of Sale at its sole discretion and Seller has the right to retain all Earnest Money as liquidated damages and upon notice by Seller to the Escrow Agent and Purchaser, Escrow Agent will pay such Earnest Money directly to Seller without Purchaser's consent.
9. **Financing:** If this Contract of Sale is contingent on Purchaser obtaining financing to purchase the Property, the type of financing should be Cash. In such circumstance, Purchaser shall obtain an application for a mortgage loan based on the terms as set forth below within three (3) business days of the execution of this Contract of Sale, an appraisal completed within fifteen (15) business days after the execution of this Contract of Sale, and a loan commitment letter to be received within twenty (20) business days of the execution of this Contract of Sale. Purchaser shall obtain an application for a mortgage loan based on the following financing terms: Loan Amount of \$ \_\_\_\_\_ and term of \_\_\_\_\_ years with prevailing rates, terms and conditions. Lender shall fund the escrow agent and provide all loan closing documentation as of the Closing Date. Any change to the above-referenced terms shall give Seller the right in its sole discretion to terminate the Contract of Sale and retain all Earnest Money as liquidated damages. If Purchaser, despite its diligent efforts, does not comply with the provisions of this section, Seller may terminate this Contract of Sale and sign the "Release of Earnest Money and Termination of Contract of Sale" form. Purchaser must provide its loan application, proof of the application date and a copy of the denial letter from the prospective lender to Seller in the time period specified above as well as complies with all requests from lender during the application loan process in order to receive the Earnest Money deposit. Failure to do so will result in the Earnest Money being disbursed to Seller and upon notice by Seller to the Escrow Agent and Purchaser, Escrow Agent will pay such Earnest Money directly to Seller without Purchaser's consent.
10. **Closing Costs:** Purchaser shall pay all of the closing costs associated with the transaction, including, without limitation, all recording costs, attorney fees, survey, appraisal, application, processing, credit report, documentary, transfer taxes and tax stamps, excise and other fees, all costs related to the financing and escrow fees. Purchaser is responsible for payment of all requested title insurance. Seller and Purchaser agree to prorate all assessments, rents, ground rents and taxes as of the Closing Date. Purchaser assumes all obligations and liabilities including and after the Closing Date. Notwithstanding the foregoing, the Seller at its sole discretion may agree to contribute toward closing costs which shall not exceed \$ \_\_\_\_\_ and will only be paid if costs are properly substantiated costs and pursuant to the agreed amounts. In the event the total of closing costs are less than the amount of Seller's contribution toward closing costs, then Seller's contribution shall be limited to the total of such actual closing costs. Purchaser agrees he/she is responsible for payment without limitation of all requested title insurance, all closing costs, homeownership dues, all state taxes and tax stamps on deeds, mortgages and notes and any and other fees (Collectively "Buyers Fees"). Purchaser agrees all Prorations calculated at closing, including prorations for taxes, are final once the transaction closes. Seller shall not be responsible for homeowner's association assessments that accrued prior to the date that the seller acquired the Property. Purchaser should not rely on the Seller's current property taxes as the amount of property taxes that the Purchaser may be obligated to pay in year subsequent to the purchase. A change in ownership or Property improvement may result in reassessment and could result in higher property tax obligations.
11. **Waiver of Jury Trial:** To the fullest extent not prohibited by law, each of Seller and Purchaser agree to, and does, waive its respective rights to a jury trial of any claim or cause of action based upon or arising out of this Contract of Sale or the subject matter of this Contract of Sale. The scope of this waiver is intended to be all-encompassing of any and all disputes of any kind and nature whatsoever that may be filed in any court and relate to the subject matter of this agreement. Seller and Purchaser agree that this waiver is a material inducement to entering into this Contract of Sale and each will continue to be bound by and rely on this waiver in their related future dealings. Each party hereto further represents and warrants that it has had the opportunity to review this waiver with legal counsel of its own choosing and that it knowingly and voluntarily waives its jury trial rights. This waiver is irrevocable, meaning that it may not be modified either orally or in writing, and this waiver shall apply to any subsequent amendments, renewals, supplements, or modifications to this agreement. In the event of litigation, this agreement may be filed as a written consent to a trial by the court without a jury.
12. **Special Provisions:**

PURCHASER'S INITIALS: CAZ 1-18-17

SELLER'S INITIALS: \_\_\_\_\_

13. Miscellaneous: This Contract of Sale is not assignable by the Purchaser and any other documents executed by Seller and Purchaser contain the final and entire agreement between the parties hereto and they shall not be bound by any terms, conditions, statement or representations not contained herein. Time is of the essence in the performance of this Contract of Sale. This Contract of Sale shall, in all respects, be governed, construed, applied, and enforced in accordance with the law of the state in which the Property is located. This Contract of Sale is not intended to give or confer any benefits, rights, privileges, claims, actions, or remedies to any person or entity as a third party beneficiary or otherwise. Should either party employ attorneys to enforce any of the provisions hereof, the party against whom any final judgment is entered agrees to pay the prevailing party all reasonable costs, charges, and expenses, including attorneys' fees, expended or incurred in connection therewith. Upon Closing, Purchaser reaffirms that Seller has made no representations and warranties, express or implied, direct or indirect or of any kind and nature whatsoever.

14. Purchaser Certifications:

- a. I offer to purchase the Property herein described at the price and terms shown herein, subject to all the applicable conditions of this Contract of Sale shown herein which I have read and which constitute part of my offer. I understand this Property is subject to prior sale, change of price or withdrawal from the market, and to approval and acceptance by the Department of Veterans Affairs or its agents or assigns.
- b. Neither I, nor anyone authorized to act for me, will refuse to sell or rent, after the making of a bona fide offer, or refuse to negotiate for the sale or rental of, otherwise make unavailable or deny the dwelling or property covered by this offer to purchase to any person because of race, color, religion, sex, familial status or national origin. I recognize that any restrictive covenant on this property relating to race, color, religion, sex, familial status, or national origin is illegal and void and any such covenant is hereby specifically disclaimed. I understand that civil action for preventative relief may be brought by the Attorney General of the United States in any appropriate U.S. District Court against any person responsible for the violation of the applicable law.

**SELLER:**

**THE SECRETARY OF VETERANS AFFAIRS, An Office of the United States of America,**

By: \_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_  
Printed Name Title

By the Secretary's duly authorized property management contractor, Vendor Resource Management, pursuant to a delegation of authority found at 38 C.F.R. 36.4345(f)

**PURCHASER:**

Realife Cleveland LLC  
(Signature)

DATE: 1-18-17

**PURCHASER:**

[Signature]  
(Signature)

DATE: 18 Jan 2017

PURCHASER'S INITIALS: CRZ 1-18-17

SELLER'S INITIALS: \_\_\_\_\_

**LISTING BROKER CERTIFICATION**

1. I, the undersigned Listing Broker, have received from the prospective purchaser(s) the deposit shown herein which I am holding for the Department of Veterans Affairs. I certify and agree that:
  - a. If required by state statute, I will act as Trustee of these funds which will be placed in my Trust Escrow Account. If the purchase offer is not accepted by VA, the deposit shall be returned to the prospective purchaser(s), without interest.
  - b. The statements of the prospective purchaser(s) shown herein and in the attached credit statement, if required, are believed to be true and correct. I do not know of any loans, gifts, or financial assistance being made to the prospective purchaser(s). I will disclose to VA any such information coming to my attention if seller financing is involved.
  - c. The sales commission shall not be deemed earned unless and until the sale is actually closed, and that the sales commission shall be payable in the amount and time as established by the Seller. In addition, sales commissions may not be payable, if the Purchaser(s) or Co-purchaser(s) is/are a person having an identity of interest in one of the following categories: (i) Selling broker who has knowledge or has received a copy of either the foreclosure or marketing appraisal;( ii ) Person who has control over marketing decisions has knowledge or has received a copy of the marketing analysis; ( iii ) Person who processes or evaluates offers; ( iv ) Spouses, parents, in-laws, children, stepchildren; brothers and sisters of, and persons who reside with any of the above; and, (v) The identity of interest's partners, employees and sales associates.
  - d. I am duly licensed to sell real estate by the appropriate governmental agency in the area where this property is located.
  - e. Neither the broker nor any of his/her sales, management, or rental personnel, employees, or others authorized to act for the broker will, in violation of Title VIII of the Civil Rights Act of 1968 as amended (The Fair Housing Act), or Executive Order 11063, decline to show or will discriminate in the sale or rental of any property now or here after listed with him/her. It is further agreed that the undersigned will: (i) Instruct the staff in the policies of nondiscrimination and applicable laws; (ii) Prominently display the Fair Housing Poster in all offices in which sale or rental activity takes place; (iii) Use the approved Equal Housing Opportunity logo, slogan, or statement in all advertising in conformance with Advertising guidelines for Fair Housing; (iv) When advertising VA-acquired properties located in predominantly white areas, utilize any available minority media (solely or in addition to other media); and, (v) Maintain a nondiscriminatory hiring policy in affirmatively recruiting from both minority and majority groups for staff.
  - f. Non-compliance by the broker or any employee of his or her organization with the laws, executive orders, or regulations, against discrimination in the sale or rental of any property, or with this certification will be proper basis for barring the undersigned from participation in the program of selling, renting, or managing HUD or VA owned properties. I also understand that such determination of debarment by either HUD or VA shall be honored by both.

LISTING BROKER:

\_\_\_\_\_  
(SIGNATURE)

Date: \_\_\_\_\_

PURCHASER'S INITIALS: CAZ 1-18-17

SELLER'S INITIALS: \_\_\_\_\_





Property Address: 590 WOODMERE DR, BEREA, OH 44017  
REO ID #: 106145

### SELLER'S DISCLOSURE STATEMENT

**Purpose of Statement:** This statement is being made in compliance with the Sellers Disclosure Act in states where necessary.

This statement is to disclose that the Veterans Benefits Administration Department of Veterans Affairs, Vendor Resource Management, their officers, employees, agents, successors and assigns, ("the Sellers") have not occupied the property and have acquired ownership through financial process. The Real Estate Broker and Agents of the Broker ("the Agents") as independent marketing contractors to the Seller are not generally qualified to advise the Purchaser on the, Health and Safety, Legal, or Structural conditions of the property or land. This property is marketed in a **Where is/As is** condition and the aforementioned make no representation as to the condition of the property or land and make no warranties, expressed or implied, with respect thereto. Property is being marketed subject to any/all recorded reservation of mineral rights.

**PURCHASER SHOULD OBTAIN PROFESSIONAL ADVICE AND INSPECTIONS OF THE PROPERTY AT THEIR OWN EXPENSE TO MORE FULLY DETERMINE THE CONDITION OF THE PROPERTY AND LAND.**

**THIS PROPERTY IS BEING MARKETED SUBJECT TO REVIEW OF THE TITLE BY SELLER. PURCHASER IS HEREWITH NOTIFIED THAT ANY OFFER ACCEPTED IS SUBJECT TO:**

1. DELAY OF CLOSING
2. CANCELLATION SHOULD SELLER CONCLUDE CLEAR TITLE CANNOT BE CONVEYED OR
3. CONVEYANCE BY QUIT CLAIM / NON-WARRANTY DEED

**PURCHASER FURTHER ACKNOWLEDGES THAT ANY EXPENSES INCURRED PRIOR TO CLOSING OR AS A RESULT OF CLOSING DELAY OR CANCELLATION WILL NOT BE REIMBURSED BY SELLER.**

Purchaser Initials: CRZ Purchaser Initials: \_\_\_\_\_

**IMPORTANT NOTICE: SELLER AND CONTRACTOR DO NOT GUARANTEE OR WARRANT THE TITLE TO THE PROPERTY. Seller recommends that Purchaser obtain title insurance or a title guaranty.**

#### ADDITIONAL DISCLOSURES AND CONDITIONS – PLEASE REVIEW AND EXECUTE ATTACHMENT "A"

Please see attachment "A" for any known conditions and/or listed inspections done on the property and received by the Seller if applicable, other than those covered by separate disclosure statement. The Purchaser in signing this document has been given the opportunity to review the results of any known conditions or reports listed above pertaining to and received by the Seller on the aforementioned property. On properties built before 1978 the Purchaser has received the pamphlet "Protect Your Family From Lead In Your Home".

Purchaser represents and warrants in signing this document that he/she has not relied on the accuracy or completeness of any representations that have been made by the Seller and/or Agents as to the condition of this property and that the Purchaser has not relied on the Seller's failure to provide information regarding the condition of the property and has obtained their own professional advice and inspections.

Listing Brokerage Name: \_\_\_\_\_

Listing Agent: \_\_\_\_\_  
(Signature)

Date: \_\_\_\_\_

Selling Brokerage Name: Realty Trust services - christopher kaylor

Selling Agent: Christopher Kaylor  
(Signature)

Date: 1-18-17

Purchaser: Realite cleveland llc  
(Signature)

Purchaser: CRZ  
(Signature)

Date: 1-18-17

Date: 18 Jan 2017



Property Address: 590 WOODMERE DR, BEREA, OH 44017  
REO ID #: 106145

**ATTACHMENT A – ADDITIONAL DISCLOSURES AND CONDITIONS**

Purchaser acknowledges that Seller, or Seller's agents, contractors or representatives, have provided the following reports, documentation or statements containing information regarding the known condition of the property:

BUYER'S INITIALS	INSPECTION / CONDITION TYPE	DATE COMMUNICATED TO BUYER
<u>CRZ</u> Buyer's Initials	Mold/Radon Description: Please See Attached Document.	1/17/2017
<u>CRZ</u> Buyer's Initials	Lead Based Paint Description: Please See Attached Document.	1/17/2017
<u>CRZ</u> Buyer's Initials	Flood Description: The Following Flood Zone Information Has Been Obtained For The Property: Flood Zone Designation: C Designation Definition: Moderate to Low Risk Areas Area of minimal flood hazard, usually depicted on FIRMs as above the 500-year flood level.	1/17/2017

**Repair Disclaimer:**

Purchaser agrees to accept the Property on an "as is" and "where is" basis as of the Closing Date. Repairs listed below have been authorized by Seller and may or may not be completed by Seller. Whether or not Seller makes any repairs or treatments, purchaser waives all claims related to the conditions of the Property and the quality of the repairs or treatments to the Property. Seller does not represent or warrant any work or repairs or treatments to the Property.

Repairs authorized by Seller:

No Repairs Made To Property

Purchaser: Realife Cleveland LLC  
(Signature)

Purchaser: CRZ  
(Signature)

Date: 1-18-17

Date: 18 Jan 2017

U.S. Department of Veterans Affairs

Radon Gas and Mold Notice  
And Release Agreement

Property Loan# 252560949633

REO ID#: 106145

Property address:

Address: 590 WOODMERE DR  
City: BERA  
State: OH  
Zip: 44017

**PURCHASERS ARE HEREBY NOTIFIED AND UNDERSTAND THAT RADON GAS AND SOME MOLDS HAVE THE POTENTIAL TO CAUSE SERIOUS HEALTH PROBLEMS.**

Purchaser acknowledges and accepts that the VA-owned property described above (the "Property") is being offered for sale "AS IS" with no representations as to the condition of the Property. The Secretary of the U.S. Department of Veterans Affairs, his/her officers, employees, agents, successors and assigns (the "Seller") and Vendor Resource Management, an independent management and marketing contractor to the Seller, its officers, employees, agents, successors and assigns (the "Agent") have no knowledge of radon or mold in, on, or around the Property other than what may have already been described on the web site of the Seller or Agent or otherwise made available to Purchaser by the Seller or Agent.

Radon is an invisible and odorless gaseous radioactive element. Mold is a general term for visible growth of fungus, whether it is visible directly or is visible when barriers, such as building components (for example, walls) or furnishings (for example, carpets), are removed.

Purchaser represents and warrants that Purchaser has not relied on the accuracy or completeness of any representations that have been made by the Seller and/or Agent as to the presence of radon or mold and that the Purchaser has not relied on the Seller's or Agent's failure to provide information regarding the presence or effects of any radon or mold found on the Property.

Real Estate Brokers and Agents are not generally qualified advise purchasers on radon or mold treatment or its health and safety risks. **PURCHASERS ARE ENCOURAGED TO OBTAIN THE SERVICES OF A QUALIFIED AND EXPERIENCED PROFESSIONAL TO CONDUCT INSPECTIONS AND TESTS REGARDING RADON AND MOLD PRIOR TO CLOSING.** Purchasers are hereby notified and agree that they are solely responsible for any required and remediation and/or resulting damages, including, but not limited to, any effects on health, due to radon or mold in, on or around the property.

In consideration of the sale of the Property to the undersigned Purchaser, Purchaser does hereby release, indemnify, hold harmless and forever discharge the Seller, as owner of the Property and separately, Agent, as the independent contractor responsible for maintaining and marketing the Property, and its officers, employees, agents, successors and assigns, from any and all claims, liabilities, or causes of action of any kind that the Purchaser may now have or at any time in the future may have against the Seller and/or Agent resulting from the presence of radon or mold in, on or around the Property.

Purchaser has been given the opportunity to review this Release Agreement with Purchaser's attorney or other representatives of Purchaser are choosing, and hereby acknowledge reading and understanding this Release. Purchaser also understands that the promises, representations and warranties made by Purchaser in this Release are a material inducement for Seller entering into the contract to sell the Property to Purchaser.

Dated this 18 day of JAN., 2017.

Realife Cleveland LLC  
Purchaser Signature

REALIFE CLEVELAND LLC

\_\_\_\_\_  
Purchaser Printed Name

CRZ  
Purchaser Signature

Christopher P. Franuski  
Purchaser Printed Name



NOTICE OF POSSIBLE LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

1. DATE PREPARED	2. PAGE NO. PAGE 1 OF PAGE(S)	3. PROPERTY IDENTIFIER 106145
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4. PROPERTY ADDRESS (Include No., Street or Rural Route, City or P.O., State and ZIP Code)  
590 WOODMERE DR, BEREA, OH 44017

5. DISCLOSURES AND CERTIFICATIONS

A. LEAD WARNING STATEMENT

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection is recommended prior to purchase.

B. Seller's Disclosure (Initial Items B1 or B2 and B3 or B4, you may attach additional sheets if needed for B1 or B3)

1. \_\_\_\_\_ The following known lead-based paint and/or lead-based paint hazards are present in the housing:

OR

2. \_\_\_\_\_ VA has no knowledge of lead-based paint hazards in the housing.

AND

3. \_\_\_\_\_ VA has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing; i.e., the following:

OR

4. \_\_\_\_\_ VA has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

C. PURCHASER'S ACKNOWLEDGEMENT (The purchaser(s) must initial item C1 or C2)

The purchaser(s) of the property identified in Item 4 above acknowledge(s) that he/she/they has/have received all of the information listed above and the lead hazard information pamphlet "Protect Your Family From Lead In Your Home," EPA 747-K-94-001, and certify that:

1. \_\_\_\_\_ He/she/they has/have received a 10-day opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards (unless the parties have mutually agreed to a different period of time), before becoming obligated under the contract to purchase the housing. The 10-day period expired.

X 2. CAF He/she/they has/have been informed of the 10-day opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards and choose to waive it.

D. AGENT'S ACKNOWLEDGEMENT (Initial and complete Items 8A and 8B below)

CAF I am aware of my duty under 42 U.S.C. 4852d to ensure compliance with the requirements of Title X.

CERTIFICATION OF ACCURACY

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.

6A. SIGNATURE OF PURCHASER <u>Realite Cleveland LLC</u>	6B. DATE SIGNED <u>1-18-17</u>	7A. SIGNATURE OF CO-PURCHASER <u>CAF</u>	7B. DATE SIGNED <u>18 Jan 2017</u>
8A. SIGNATURE OF REAL ESTATE AGENT <u>Christina Meyer</u>	8B. DATE SIGNED <u>1-18-17</u>	9A. SIGNATURE OF REAL ESTATE AGENT/BROKER <u>Christina Meyer</u>	9B. DATE SIGNED <u>1-18-17</u>

10A. THE SECRETARY OF VETERANS AFFAIRS, An Office of the United States of America,  
By: \_\_\_\_\_

10B. DATE SIGNED

Printed Name

Title

By the Secretary's duly authorized property management contractor, Vendor Resource Management, pursuant to a delegation of authority found at 38 C.F.R. 36.4345(f)



P.O. Box 15284  
Wilmington, DE 19850

REALIFE MANAGEMENT GROUP LLC  
21380 LORAIN RD STE 201  
FAIRVIEW PARK, OH 44126-2144

Bus Platinum Privileges

Customer service information

1.888.BUSINESS (1.888.287.4637)

bankofamerica.com

Bank of America, N.A.  
P.O. Box 25118  
Tampa, FL 33622-5118

### Your Business Advantage Checking Bus Platinum Privileges

for December 1, 2016 to December 31, 2016

REALIFE MANAGEMENT GROUP LLC

Account number: ██████████ 1143

#### Account summary

Beginning balance on December 1, 2016	\$172,712.77
Deposits and other credits	356,363.54
Withdrawals and other debits	-437,468.07
Checks	-4,440.00
Service fees	-711.39
<b>Ending balance on December 31, 2016</b>	<b>\$86,456.85</b>

# of deposits/credits: 9  
 # of withdrawals/debits: 107  
 # of items-previous cycle<sup>1</sup>: 4  
 # of days in cycle: 31  
 Average ledger balance: \$145,733.44  
<sup>1</sup>Includes checks paid, deposited items & other debits



Small Business  
Online Banking

**TIP OF THE MONTH**

## Stay informed around the clock

**Online Alerts<sup>1</sup>** help keep you informed.

- Monitor your account balances and receive alerts when payments are due
- Be notified when transactions have cleared

To activate Alerts, go to [bankofamerica.com/smallbusiness](http://bankofamerica.com/smallbusiness) and click on **Alerts** in the Activity Center.



<sup>1</sup>Alerts received as text messages on your mobile access device may incur a charge from your mobile access service provider. This feature is not available on the Mobile website. Wireless carrier fees may apply. | AR5XKMCP | 5SM-01-16-8548.B