



# Realty Trust Services



## Residential Property Exclusive Right to Sell Agreement

3870312

Seller, as owner or having the right and power to act for the owner of the following property (the "Property") hereby authorizes Broker, Realty Trust Services, to offer for sale the Property at the price and terms stated below.

Property: 889 Wood View Rd Cleveland Heights, OH 44112  
(Street Address) 68138015 (Municipality) (State) (Zip)  
Perm. Parcel or Tax I.D. No. 3780757

- 1. List Price \$ 1000 Change price to \$ \_\_\_\_\_ after \_\_\_\_\_  
Change price to \$ \_\_\_\_\_ after \_\_\_\_\_  
Change price to \$ \_\_\_\_\_ after \_\_\_\_\_

- 2. **Right to Sell:** In consideration of Broker's agreement to diligently work and secure a Purchaser for the Property, Seller hereby grants Broker the Exclusive Right to sell the Property from JAN 14 2017 through midnight JUNE 30 2017. In the event of sale or exchange of the Property at the price and terms stated, or such other price and terms as may be acceptable to Seller, Seller agrees to pay Broker's commission, in the amount of ~~six~~ six percent (6%) of the Purchase Price. In addition, Seller shall pay an additional commission of ~~\$249.00~~ at closing to Realty Trust Services to cover administrative costs. 1 month Rent
- 3. **Protection Period:** Seller agrees to refer to Broker all real estate licensees, customers, or prospects who may come to Seller directly during the Exclusive Period or any extension thereof. In the event of any sale or exchange of the Property within six (6) months after the Exclusive Period (or any extension thereof) has expired, it is further agreed that the Seller will pay the commission described above if the Purchaser has contact with Broker, or any real estate licensee regarding the purchase of the Property during the Exclusive Period (or any extension thereof), and Seller knew or has been advised in writing of such contact. However, Seller shall not be obligated to pay said commission if Seller enters into a written exclusive right to sell agreement with another real estate Broker during such six month Protection Period.
- 4. **Authorization to Market:** Broker is authorized, at its sole discretion, to place a for sale sign on the property, if permitted by law, to remove all other such signs, to place a lock box on the property, to have access to the property at all reasonable times for the purpose of showing it to prospective purchasers, to cooperate with other brokers and use photos of same for promotional purposes. The property shall be entered into multiple listing services subject to the rules and regulations of that service.
- 5. **Fair Housing:** 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. Section 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 to make unavailable housing accommodations because of race, color, religion, sex, familial status, as defined in Section 4112.01 of the Revised Code, ancestry, handicap, 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.
- 6. **Seller's Property Description:** I understand that the information which I provide to the Broker as listing information will be used to advertise my property to the public and it is essential that this information be accurate. I HAVE REVIEWED THE MLS LISTING INPUT SHEET (OR MARKED UP PREVIOUS MLS PRINT OUT) AND REPRESENT THAT THE INFORMATION CONTAINED IN IT IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE. Though I am listing my property in its present condition ("as is" condition), I understand that I may be held responsible by a Purchaser for any latent or hidden undisclosed defects in my property which are known to me but which are not disclosed to the Purchaser at the time of sale. I have completed the "RESIDENTIAL PROPERTY DISCLOSURE FORM." I understand that the Disclosure and its contents will be shared with prospective Purchasers and with any person or entity in connection with the actual or anticipated sale of this property. I further agree to disclose any additional items, which may become known to me, prior to recording the deed. I understand that if prior to the acceptance of a purchase agreement, I do not provide said "RESIDENTIAL PROPERTY DISCLOSURE FORM" to the Purchaser, then the Purchaser may terminate the purchase agreement without penalty. I AM AWARE OF NO OTHER PROBLEMS OR DEFECTS IN THE PROPERTY, EXCEPT AS STATED WITHIN THE RESIDENTIAL PROPERTY DISCLOSURE FORM.

7. **Title:** Title will be conveyed to the Purchaser or nominee by appropriate deed, with release of dower, if any, and Seller shall pay for a title search and the premium for an Owners Policy of the Title Insurance issued in the amount of the purchase price insuring title except for allowable exceptions appearing in the Purchase Agreement. **Appurtenant Fixtures:** Items such as wall-to-wall carpeting, garage door openers, smoke detectors, built-in appliances, light fixtures, landscaping and many indoor and outdoor decorative items, if any, may legally be "fixtures" and, if so, they must remain with the property unless specifically excluded in the Purchase Agreement. Discuss this matter with your agent/Broker to avoid uncertainty regarding what you may take and what should remain with the property and make specific provisions for these items in such Purchase Agreement. Fixtures Excluded from Sale: \_\_\_\_\_

8. **Home Warranty:** I agree \_\_\_ to provide  not to provide a limited home warranty program from \_\_\_\_\_ at a charge of \$ \_\_\_ plus options, if any. I understand a broker or agent may be compensated if I offer or pay for a home warranty program on this Property.

9. **Municipal Required Inspection:** I agree to apply for and obtain any inspections and/or certificates required by law and shall place said document(s) in escrow. The responsibility for curing said violations shall be assumed by the \_\_\_ seller \_\_\_ purchaser.

10. **Fees to Sub Agents and Dual Agents:** Owner authorizes Broker to list the Property in any Multiple Listing Service. Owner authorizes Broker to offer compensation in accordance with Broker's company policy, which is to offer \_\_\_\_\_ compensation to Subagent or Buyer's agents. Owner has received Broker's written disclosure of its company policy on agency relationships. If prospective buyer of the Property is represented by Broker, or any other agent of Broker, or if the prospective buyer is an employee or agent of Broker, Broker will be considered a "dual agent" (that is agent of both Owner and Seller).

11. **Lead Based Paint Disclosure:** Owner has been advised that if the Property contains housing constructed before 1978 Owner is required (a) to provide to the Purchaser a federally approved lead hazard information pamphlet; (b) to disclosing to Broker and the purchaser the presence of any known lead based paint and/or lead based paint hazards on the Property and (c) to provide to Broker and the purchaser any additional information, records or reports in Owner's possession or available to Owner pertaining to lead based paint hazards in the Property. In addition, Owner must provide to Purchaser a 10-day opportunity to conduct a risk assessment or inspection of the Property for the presence of lead based paint and/or lead based paint hazards, unless waived by the purchaser in writing. Finally, any contract for the sale of Property shall include an attachment containing a Lead Warning Statement as well as the information and disclosure described above. Owner agrees to comply with these requirements and to indemnify, defend and hold Broker harmless against any claims, damages, losses or expenses, including attorney's fees, arising from Owner's violation of these requirements.

12. **Additional terms:** Sec 8 OK

The word "I" in this agreement shall mean all sellers, jointly and severally, who have signed this agreement. I understand that this agreement does not guarantee the sale of my property. I hereby acknowledge receipt of a signed copy of this agreement (If seller is married, both signatures are required).

SELLER: Realife Cleveland LLC,

DATE: 1-14-17

SELLER: [Signature]

DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

AGENT: Christopher Meyer

DATE: 1-13-17

OFFICE: REALTY TRUST SERVICES, LLC, 29550 Detroit Road, Suite 102, Westlake, OH 44145  
COMPANY LICENSE NUMBER: REC.2009001863 MANAGER BROKER: ANDREW W MORRIS NUMBER: 440-427-0123

THIS AGREEMENT IS A LEGALLY BINDING CONTRACT IF YOU HAVE ANY QUESTIONS OF LAW, CONSULT YOUR ATTORNEY.



Search run 8:34 PM

Criteria Map Results

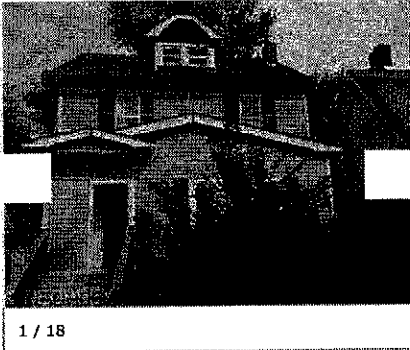
Previous Next 1 of 7

Checked 0

All None Page

Single Line display

Display Agent Full at 1 per page



**Residential** MLS: 3750157 Sold  
**889 Woodview Rd, Cleveland, OH 44121**  
 Area: 1304-Cleveland Heights  
 Twp: Cleveland Heights  
 School Dist: Cleveland Hts-Univer  
 Subdiv: Laura H Stewarts  
 Parcel ID: 681-38-015

Subtype: **Single Family**  
 County: **Cuyahoga**  
 Map:

List Price: **\$17,900**  
 Sold Price: **\$16,500**  
 List Date: **09/22/15**  
 List Date Rec: **09/25/15**  
 Pending Date: **04/04/16**  
 Off Mkt Date: **04/04/16**  
 Closing Date: **04/20/16**  
 Contingent Dt:  
 Exp. Date:  
 DOM/CDOM: **176/176**

Directions: **Woodview**

\$/SqFt:

[dotloop](#) [zipForm Plus](#) [Schedule a Showing](#) [Property Details](#) [Community](#) [Schools](#)

# Bedrooms: **4** Bath Levels **Full** **Half**  
 # Baths: **1 (1 0)** Upper: **1** Annual Taxes: **2568**  
 # Rooms: **6** Main: **0** Homestead: **No**  
 # Fireplaces: **1** Lower: **0** Assessments: **No**  
 # Stories: **2**  
 Style: **Colonial**  
 Basement: **Yes / Full, Unfinished**

SqFt Approximate **FINISHED / Source:**  
 Approx Sqft: -

Tot Living Area: **1320/Realist**

Lot Size (acres): **0.1616 Realist**  
 Lot Front/Depth: **Irr:No**

Heating Type/Fuel: <b>Forced Air / Gas</b>	House Faces:	Disability Feat:
Cooling Type: <b>None</b>	Exterior: <b>Aluminum, Vinyl</b>	Elevator: <b>No</b>
Garage # Cars: <b>2 Detached</b>	Roof: <b>Asphalt/Fiberglass</b>	Warranty: <b>No</b>
Driveway: <b>Paved</b>	Year Built: <b>1930</b>	Fixer Upper: <b>Yes</b>
Dwelling Type: <b>Detached</b>	Construction: <b>Not Verifiable</b>	Public Trans: <b>Yes</b>
Fence:		Avail for Auction: <b>No</b>
Water/Sewer: <b>Public Sewer, Public Water</b>		Auction Date:
Nat Resource Rights:		
Exterior Features: <b>Deck, Patio</b>		
Lot Description:		
View Description:		
Appliances/Equip:		
Amenities:		

Remarks: **Stately two story colonial situated on a quiet, lovely tree lined street. Exterior in need of a little TLC but the character still shines thru on this one. Deep yard with mature trees providing ample shade for the hot summer days. Traditional colonial floor plan. Formal dining room with pergo flooring and built in cabinets. Three good size bedrooms on the 2nd floor, and a large dormer/master bedroom set up on the 3rd floor. Full bath on the second floor in modern and only in need of a little elbow grease. Home being sold as-is. Buyer to assume any/all city POS violations.**

**Office Information** [9335/ERA Lentz Associates, Inc.](#) (440) 526-5607 F:(440) 292-0281 <http://www.remaxneo.com>  
 List Agent: [2003003372/Scott B. Cohara](#) (440) 337-4368 F:(866) 247-3433 [scott.cohara@gmail.com](mailto:scott.cohara@gmail.com)  
 Co-Lister:  
 Showing Instruct: **Showing Service** 440-686-0100 List Type: **Exclusive Right**  
[Schedule Showing](#) **Call CSS and Register** Internet Listing: **Yes** Limited Service: **No**  
 Buy Broker Comp: **\$1000** Occupied: Show Addr Pub/Client: **Yes / Yes** Possession: **Time of Transfer**  
 Other Comp: **None** Ownership: Online Bidding: **No** Short Sale: **No** Comp Explain: **\$1000 Minimum**  
 Available Finance:  
 Broker Remarks: **Fax offer with Buyer qualifications to 440-292-0281 OR email offer & qualifications to scohara.assistant@gmail.com - Allow 48 to 72 hours for offer response. Bank signed contracts.**

**Comparable Information** [9165/Realty Trust Services, LLC](#) Orig List Price: **\$29,900** Financed: **Cash**  
 Sell Agent: [2011003065/Christopher C. Kaylor](#) List Price: **\$17,900** Sale Date: **04/20/16**  
 Co-Seller: Sold Price: **\$16,500** Closed By: **Sale**  
 Selling Comments: Seller Giveback:

Click on the arrow to view History Roll-out

Click on the arrow to view Photos Roll-out for MLS#3750157

Prepared By: Christopher C. Kaylor

Information is Believed To Be Accurate But Not Guaranteed

Date Printed: 01/14/2017

Street Number Numeric is 889  
 Street Name is like 'woodview\*'  
 Ordered by Status, Area, Current Price  
 Found 7 results in 0.06 seconds.

**Disclosure of Information on Lead-Based Paint and/or 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 the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Property Address: 889 Woodview Rd.  
Cleveland Heights OH 44121

**Seller's Disclosure**

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i)  Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii)  Seller 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 (i) or (ii) below):

(i)  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).

(ii)  Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Purchaser's Acknowledgment**

(c) \_\_\_\_\_ Purchaser has received copies of all information listed above.

(d) \_\_\_\_\_ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) \_\_\_\_\_ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) \_\_\_\_\_ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**Agent's Acknowledgment**

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

**Certification of Accuracy**

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

<u>Realite Cleveland LLC</u>	<u>X</u>	<u>[Signature]</u>	<u>1-14-17</u>
Seller	Date	Seller	Date
_____	_____	_____	_____
Purchaser	Date	Purchaser	Date
<u>[Signature]</u>	<u>1-14-17</u>	_____	_____
Agent	Date	Agent	Date

General Information	Transfer History	Certified Values	Land Record	Residential Bldg Sketch	Taxes	Search Page
---------------------	------------------	------------------	-------------	-------------------------	-------	-------------

**PARCEL ID** 681-38-015  
**OWNERS NAME** REALIFE CLEVELAND 21, LLC  
**ADDRESS** 00889 WOODVIEW RD  
**CITY** CLEVELAND HEIGHTS  
**ZIP** 44121



[Click Here to view a Sketch of the Property](#)

[Field Definitions](#)

**Residential Building**

<b>BLDG NUMBER</b>	1 of 1	<b>ROOMS</b>	6
<b>OCCUPANCY</b>	1 FAMILY	<b>BEDROOMS</b>	4
<b>STYLE</b>	COL	<b>FULL BATHS</b>	1
<b>QUALITY</b>	C	<b>HALF BATHS</b>	1
<b>CONDITION</b>	AVG	<b>PLUMB FIXTURES</b>	7
<b>EXTERIOR WALLS</b>	A/V	<b>GARAGE TYPE</b>	DET
<b>BASEMENT TYPE</b>	BMT	<b>GARAGE AGE</b>	1930
<b>ATTIC TYPE</b>	UNF	<b>GARAGE TYPE</b>	DET
<b>HEAT TYPE</b>	FHA	<b>GARAGE CAPACITY</b>	2
<b>STORY HEIGHT</b>	2	<b>GARAGE AGE</b>	1930
<b>YEAR BUILT</b>	1930	<b>GARAGE SIZE</b>	500
<b>EFFECTIVE YEAR BUILT</b>	1956	<b>LIVING AREA BSMT</b>	0
<b>ROOF TYPE</b>	GBL	<b>LIVING AREA 1</b>	696
<b>ROOF MATERIAL</b>	ASP	<b>LIVING AREA 2</b>	624
<b>AIR CONDITION</b>	N	<b>LIVING AREA UPPER</b>	0
<b>BASEMENT SQFT</b>	696	<b>LIVING AREA TOTAL</b>	1320
<b>FINISHED BASEMENT</b>	0		

**Residential Amenities For Building: 1**

<b>AMENITY TYPE</b>	FP1	<b>AMENITY MEASURE</b>	1
<b>AMENITY TYPE</b>	OPEN PORCH	<b>AMENITY MEASURE</b>	33
<b>AMENITY TYPE</b>	TRRC	<b>AMENITY MEASURE</b>	120

CUYAHOGA COUNTY ASSUMES NO LIABILITY FOR DAMAGES AS A RESULT OF ERRORS, OMISSIONS OR DISCREPANCIES CONTAINED IN THESE PAGES. PROSPECTIVE PURCHASERS SHOULD CONSULT A REAL ESTATE ATTORNEY AND PURCHASE A TITLE INSURANCE POLICY PRIOR TO THE SALE.