

Real Estate 8074 - 8074 : Account Activity

Balance Summary: \$65,000.21 (available balance as of today 01/6/2023)

View: today: 01/6/2023

Transactions

Posting date	Description	Туре	Amount	Available balance	Reconcile
Processing	TRANSFER FROM ACCT #1316 ON 01/06 VIA WEB	Credit	\$2,000.00	\$65,000.21	
Processing	TRANSFER FROM ACCT #1316 ON 01/06 VIA WEB	Credit	\$18,000.00	\$63,000.21	
12/29/2022	Online Banking transfer from CHK 1316 Confirmation# XXXXX09785	Transfer	\$16,000.00	\$45,000.21	Cleared
12/23/2022	Online scheduled transfer from CHK 1316 Confirmation# XXXXX07661	Transfer	\$2,000.00	\$29,000.21	Cleared
	Stateme	nt as of 12/21	/2022		
12/20/2022	Interest Earned	Credit	\$0.21	\$27,000.21	Cleared
12/09/2022	Online scheduled transfer from CHK 1316 Confirmation# XXXXX46104	Transfer	\$2,000.00	\$27,000.00	Cleared
12/02/2022	Online Banking transfer from CHK 1316 Confirmation#	Transfer	\$999.69	\$25,000.00	Cleared

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE

То:	Thomas Hawing
From: Decla	n Realty LLC (Mike Roberts)
PROPERTY	ADDRESS:
Date:	01/06/2023

This is to give you notice that Declan Realty LLC (Mike Roberts) has a business relationship with Venture Land Title Agency, LLC. Declan Realty LLC (Mike Roberts) is an equity owner of Venture Land Title Investors IV, LLC. Venture Land Title Investors IV, LLC owns 49% of Venture Land Title Agency, LLC. Because of this relationship, this referral may provide him a financial benefit.

In addition, Venture Title Holdings, LLC owns 51% of Venture Land Title Agency, LLC. The owners of Ohio Real Title Agency, LLC and Title Professionals Group, LTD have ownership in Venture Title Holdings, LLC. Ohio Real Title Agency, LLC and Title Professionals Group, LTD will provide settlement services in conjunction with the services performed by Venture Land Title Agency, LLC. Because of the relationship between Ohio Real Title Agency, LLC and Title Professionals Group, LTD and Venture Land Title Agency, LLC, this referral may provide Ohio Real Title Agency, LLC or Title Professionals Group, LTD a financial or other benefit as well.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use Venture Land Title Agency, LLC as a condition of purchase, sale or refinance of the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Venture Land Title Agency, LLC's range of charges:

Title insurance premium As filed with the State of Ohio

Title examination fee \$295.00 to \$425.00

Title Commitment fee \$100.00

I/We have read this disclosure form and understand that Declan Realty LLC (Mike Roberts) is referring me/us to purchase the above described settlement services from Venture Land Title Agency, LLC.

In the event the Lender involved in this transaction does not act as settlement or closing agent, then the closing will be handled by Ohio Real Title Agency, LLC or Title Professionals Group, LTD.

		Haramarty LTD.	
Thomas Hawing	dotloop verified 01/06/23 4:54 PM EST TLSX-VPZN-MUR0-CGVC	- 	
Buyer/Borrower	Date	Seller	Date
		CY	01/07/2023
Buyer/Borrower	Date	Seller	Date



ADDENDUM

THIS ADDENDUM to Sales Agreeme revisions, reservations, contingencies,			provides for additions, eement as follows:
revisions, reservations, contingencies, a Buyer's agent brokerage minimum con of the purchase price. The buyer will p	0 ,	• • •	
We, the undersigned Sellers and Buyer	rs, respectively, o	f property known as:	
3822 Carlyle Ave, Cleveland, OH 44109			
an agreement for the sale and acquis acknowledge and agree that the herein case may be, are agreeable to and accep	additions, revis	ions, reservations, contingenci	es, and/or changes, as the
Thomas Hawing	dotloop verified 01/06/23 4:54 PM EST ICRH-LAYC-2DKO-I7LP	Haramarty LTD.	
Buyer	Date	Seller	Date
] Of	01/07/2023
Buyer	Date	Seller	Date
Mike Roberts	dotloop verified 01/06/23 4:09 PM EST ECIZ-KBWK-307D-SPRJ	Christopher Kaylo	n 1-6-2023
Agent	Date	Agent	Date

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.

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: 3822 Caryle Ave. cleveland Ohio 44109
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 has received copies of all information listed above. (d) Purchaser has received the pamphlet Protect Your Family from Lead in Your Home. (e) Foliology Purchaser has received the pamphlet Protect Your Family from Lead in Your Home. (i) chock (i) or (ii) below): 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 waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint hazards.
Agent's Acknowledgment (f) CK 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.
Haramarty Ltd.
Seller Date Seller Date
Purchaser Date Christopher Kaylor Date Date Agent Date Date Agent Date Dat



STATE OF OHIO

DEPARTMENT OF COMMERCE

Seller has never lived at property

RESIDENTIAL PROPERTY DISCLOSURE FORM

Purpose of Disclosure Form: This is a statement of certain conditions and information concerning the property actually known by the owner. An owner may or may not have lived at the property and unless the potential purchaser is informed in writing, the owner has no more information about the property than could be obtained by a careful inspection of the property by a potential purchaser. Unless the potential purchaser is otherwise informed, the owner has not conducted any inspection of generally inaccessible areas of the property. This form is required by Ohio Revised Code Section 5302.30.

THIS FORM IS NOT A WARRANTY OF ANY KIND BY THE OWNER OR BY ANY AGENT OR SUBAGENT REPRESENTING THE OWNER. THIS FORM IS NOT A SUBSTITUTE FOR ANY INSPECTIONS. POTENTIAL PURCHASERS ARE ENCOURAGED TO OBTAIN THEIR OWN PROFESSIONAL INSPECTION(S).

Owner's Statement: The statements contained in this form are made by the owner and are not the statements of the owner's agent or subagent. The statements contained in this form are provided by the owner only to potential purchasers in a transfer made by the owner. The statements are not for purchasers in any subsequent transfers. The information contained in this disclosure form does not limit the obligation of the owner to disclose an item of information that is required by any other statute or law to be disclosed in the transfer of residential real estate.

OWNER INSTRUCTIONS

Instructions to Owner: (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is needed. (4) Complete this form yourself. (5) If some items do not apply to your property, write NA (not applicable). If the item to be disclosed is not within your actual knowledge, indicate Unknown.

Owner's Initials _____ Date ____ Owner's Initials _____ Date ____ Purchaser's Initials
Purchaser's Initials

Other Date

Other Date

Other Date



STATE OF OHIO DEPARTMENT OF COMMERCE

RESIDENT	TAL PROPERTY DISCLOSURE FORM
Pursuant to section 5302.30 of the Revised Code	and rule 1301:5-6-10 of the Administrative Code.
TO BE COMPLETED BY OWNER (Please I	Print)
	leveland Ohio 44109
Owners Name(s): Haramarty Ltd.	
Date:	0
Owner is is is not occupying the property.	f owner is occupying the property, since what date: Wever where is not occupying the property, since what date:
THE FOLLOWING STATEMENTS O	F THE OWNER ARE BASED ON OWNER'S ACTUAL KNOWLEDGE
A) WATER SURDI V. The course of water su	oply to the property is (check appropriate boxes):
Public Water Service	Holding Tank Unknown
Private Water Service	Cistern Other
Private Well	
	☐ Spring
Shared Well	□ Pond
	her material problems with the water supply system or quality of the water? Yes repairs completed (but not longer than the past 5 years):
Is the quantity of water sufficient for your house	nold use? (NOTE: water usage will vary from household to household) Yes No
B) SEWER SYSTEM: The nature of the sanita X Public Sewer	ry sewer system servicing the property is (check appropriate boxes):
Leach Field	☐ Private Sewer ☐ Septic Tank ☐ Filtration Bed
If not a public or private sewer, date of last inspe	Other ction: Inspected By:
Do you know of any previous or current leaks, Yes No If "Yes", please describe and i	backups or other material problems with the sewer system servicing the property? ndicate any repairs completed (but not longer than the past 5 years):
	e of the type of sewage system serving the property is available from the the health district in which the property is located.
	urrent leaks or other material problems with the roof or rain gutters? LYes LNo
it is, please describe and indicate any repairs	completed (but not longer than the past 5 years):
D) WATER INTRUSION: Do you know of an defects to the property, including but not limited if "Yes", please describe and indicate any repairs	by previous or current water leakage, water accumulation, excess moisture or other to any area below grade, basement or crawl space? Yes No completed:
Gh	
Owner's Initials Date12/30/2022	Purchaser's Initials 74 Date
Owner's Initials Date	Purchaser's Initials 01/06/23 Date (Page 2 of 5)
	(Page 2 01 3) dotloop verified

Property Address 3822 Caryle Ave. cleveland Ohio 44109
Do you know of any water or moisture related damage to floors, walls or ceilings as a result of flooding; moisture seepage; moisture condensation; ice damming; sewer overflow/backup; or leaking pipes, plumbing fixtures, or appliances? Yes No If "Yes", please describe and indicate any repairs completed:
Have you ever had the property inspected for mold by a qualified inspector? If "Yes", please describe and indicate whether you have an inspection report and any remediation undertaken:
Purchaser is advised that every home contains mold. Some people are more sensitive to mold than others. If concerned about this issue, purchaser is encouraged to have a mold inspection done by a qualified inspector.
E) STRUCTURAL COMPONENTS (FOUNDATION, BASEMENT/CRAWL SPACE, FLOORS, INTERIOR AND EXTERIOR WALLS): Do you know of any previous or current movement, shifting, deterioration, material cracks/settling (other than visible minor cracks or blemishes) or other material problems with the foundation, basement/crawl space, floors, or interior/exterior walls? Yes No If "Yes", please describe and indicate any repairs, alterations or modifications to control the cause or effect of any problem identified (but not longer than the past 5 years):
Do you know of any previous or current fire or smoke damage to the property? Yes No If "Yes", please describe and indicate any repairs completed:
F) WOOD DESTROYING INSECTS/TERMITES: Do you know of any previous/current presence of any wood destroying insects/termites in or on the property or any existing damage to the property caused by wood destroying insects/termites? Yes No If "Yes", please describe and indicate any inspection or treatment (but not longer than the past 5 years):
G) MECHANICAL SYSTEMS: Do you know of any previous or current problems or defects with the following existing
mechanical systems? If your property does not have the mechanical system, mark N/A (Not Applicable). YES NO N/A 1) Electrical
H) PRESENCE OF HAZARDOUS MATERIALS: Do you know of the previous or current presence of any of the below identified hazardous materials on the property?
Yes No Unknown Yes No Unknown
Owner's Initials Gh Date 12/30/2022 Owner's Initials Date Purchaser's Initials Purchaser's Initials Owner's Initials Purchaser's Initials Owner's Initials Owne

(Page 3 of 5)

3822 Caryle Ave. cleveland Ohio 44109

Property Address
I) UNDERGROUND STORAGE TANKS/WELLS: Do you know of any underground storage tanks (existing or removed), oil or natural gas wells (plugged or unplugged), or abandoned water wells on the property? Yes No If "Yes", please describe:
Do you know of any oil, gas, or other mineral right leases on the property? Yes No
Purchaser should exercise whatever due diligence purchaser deems necessary with respect to oil, gas, and other mineral rights. Information may be obtained from records contained within the recorder's office in the county where the property is located.
J) FLOOD PLAIN/LAKE ERIE COASTAL EROSION AREA: Is the property located in a designated flood plain? Is the property or any portion of the property included in a Lake Erie Coastal Erosion Area?
K) DRAINAGE/EROSION: Do you know of any previous or current flooding, drainage, settling or grading or erosion problems affecting the property? Yes No If "Yes", please describe and indicate any repairs, modifications or alterations to the property or other attempts to control any problems (but not longer than the past 5 years):
L) ZONING/CODE VIOLATIONS/ASSESSMENTS/HOMEOWNERS' ASSOCIATION: Do you know of any violations of building or housing codes, zoning ordinances affecting the property or any nonconforming uses of the property? Yes No If "Yes", please describe:
Is the structure on the property designated by any governmental authority as a historic building or as being located in an historic district? (NOTE: such designation may limit changes or improvements that may be made to the property). Yes No If "Yes", please describe:
Do you know of any recent or proposed assessments, fees or abatements, which could affect the property? Yes No If "Yes", please describe:
List any assessments paid in full (date/amount) List any current assessments:monthly feeLength of payment (yearsmonths) Do you know of any recent or proposed rules or regulations of, or the payment of any fees or charges associated with this property, including but not limited to a Community Association, SID, CID, LID, etcYesNo If "Yes", please describe (amount)
M) BOUNDARY LINES/ENCROACHMENTS/SHARED DRIVEWAY/PARTY WALLS: Do you know of any of the following conditions affecting the property? Yes No Yes No 1) Boundary Agreement 2) Boundary Dispute 4) Shared Driveway 5) Party Walls
3) Recent Boundary Change
N) OTHER KNOWN MATERIAL DEFECTS: The following are other known material defects in or on the property:
For purposes of this section, material defects would include any non-observable physical condition existing on the property that could be dangerous to anyone occupying the property or any non-observable physical condition that could inhibit a person's use of the property.
Owner's Initials Date

(Page 4 of 5)

CERTIFICATION OF OWNER

Owner certifies that the statements contained in this form are made in good faith and based on his/her actual knowledge as of the date signed by the Owner. Owner is advised that the information contained in this disclosure form does not limit the obligation of the owner to disclose an item of information that is required by any other statute or law or that may exist to

residential real es	either by misrepresentation, catate.	concealment or nond	isclosure in a	transaction involving	the transfer of
OWNER:	amarty Ltd.	DAT	TE:		
OWNER:	M			12/30/2022	_
RECE	IPT AND ACKNOWL	EDGEMENT O	F POTENT	ΓIAL PURCHAS	SERS
5302.30(G). Pursi purchase contract Owner or Owner's closing; 2) 30 days	rs are advised that the owner has no uant to Ohio Revised Code Section for the property, you may rescind is agent, provided the document of is after the Owner accepted your or immendment of this form.	a 5302.30(K), if this for the purchase contract b f rescission is delivered	m is not provide y delivering a si l <u>prior</u> to all thr	ed to you prior to the time gned and dated docume ee of the following date	ne you enter into a ent of rescission to es: 1) the date of
Owner makes no purchaser deems	representations with respect to necessary with respect to offsite i	any offsite condition ssues that may affect p	s. Purchaser s ourchaser's deci	should exercise whateversion to purchase the pr	ver due diligence operty.
Registration and written notice to public record and	d exercise whatever due dilig Notification Law (commonly ref neighbors if a sex offender resid I is open to inspection under Oh obtain information from the Sho	erred to as "Megan's les or intends to reside tio's Public Records L	Law"). This late in the area. 'aw. If concern	nw requires the local S The notice provided by ted about this issue, pu	heriff to provide y the Sheriff is a archaser assumes
If concerned abou	exercise whatever due diligence ut this issue, purchaser assumes e Department maintains an on .us.	responsibility to obta	in information	from the Ohio Depart	ment of Natural
I/WE ACKNOW STATEMENTS . THE OWNER.	LEDGE RECEIPT OF A COF ARE MADE BASED ON THE	PY OF THIS DISCLO	OSURE FORM L KNOWLED	I AND UNDERSTAN GE AS OF THE DAT	ND THAT THE TE SIGNED BY
My/Our Signature	below does not constitute approval Thomas Hawing	dotloop verified 01/06/23 4:54 PM EST	-	d herein by the owner.	

PURCHASER:



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 A	Address: 3822 Carlyle Ave, Cleveland, OH 44109	
Buyer(s):	Thomas Hawing	
Seller(s):	Haramaty Guy	
	I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIF	FERENT BROKERAGES
The buyer	will be represented by Mike Roberts and Mary Jo Kormushoff AGENT(S)	, and Keller Williams Chervenic
The seller	will be represented by Christopher Kaylor AGENT(S)	, and Realty Trust Services
	II. TRANSACTION INVOLVING TWO AGENTS IN THE Sents in the real estate brokerage both the buyer and the seller, check the following relationship that will apply:	SAME BROKERAGE
Agen involution information information information information in the confidence in	et(s)	work(s) for the seller. Unless personally which is further explained on the back of this will protect all parties' confidential agents er as "dual agents." Dual agency is explained transaction and they will protect all parties' trage acting as a dual agent in this transaction
Agent(s)	III. TRANSACTION INVOLVING ONLY ONE REAL	ESTATE AGENT will
be "d this fo	ual agents" representing both parties in this transaction in a neutral capacity. I form. As dual agents they will maintain a neutral position in the transaction and mation. Unless indicated below, neither the agent(s) nor the brokerage acting a smal, family or business relationship with either the buyer or seller. <i>If such a re</i>	If they will protect all parties' confidential as a dual agent in this transaction has a
	sent only the (<i>check one</i>) seller or buyer in this transaction as a client. The sent his/her own best interest. Any information provided the agent may be discovered by the sent his/her own best interest.	
(we)	CONSENT) consent to the above relationships as we enter into this real estate transaction acknowledge reading the information regarding dual agency explained on the latent transaction acknowledge reading the information regarding dual agency explained on the latent transaction. Harat Harat Harat SELLER/LANDLORD SELLER/LAN	
BUYER,	/TENANT DATE SELLER/LANDLORD	DATE

DUAL AGENCY

Ohio law permits a real estate agent and brokerage to represent both the seller and buyer in a real estate transaction as long as this is disclosed to both parties and they both agree. This is known as dual agency. As a dual agent, a real estate agent and brokerage represent two clients whose interests are, or at times could be, different or adverse. For this reason, the dual agent(s) may not be able to advocate on behalf of the client to the same extent the agent may have if the agent represented only one client.

As a dual agent, the agent(s) and brokerage shall:

- Treat both clients honestly;
- Disclose latent (not readily observable) material defects to the purchaser, if known by the agent(s) or brokerage;
- Provide information regarding lenders, inspectors and other professionals, if requested;
- Provide market information available from a property listing service or public records, if requested;
- Prepare and present all offers and counteroffers at the direction of the parties;
- Assist both parties in completing the steps necessary to fulfill the terms of any contract, if requested.

As a dual agent, the agent(s) and brokerage shall not:

- Disclose information that is confidential, or that would have an adverse effect on one party's position in the transaction, unless such disclosure is authorized by the client or required by law;
- Advocate or negotiate on behalf of either the buyer or seller;
- Suggest or recommend specific terms, including price, or disclose the terms or price a buyer is willing to offer or that a seller is willing to accept;
- Engage in conduct that is contrary to the instructions of either party and may not act in a biased manner on behalf of one party.

Compensation: Unless agreed otherwise, the brokerage will be compensated per the agency agreement.

Management Level Licensees: Generally, the principal broker and managers in a brokerage also represent the interests of any buyer or seller represented by an agent affiliated with that brokerage. Therefore, if both buyer and seller are represented by agents in the same brokerage, the principal broker and manager are dual agents. There are two exceptions to this. The first is where the principal broker or manager is personally representing one of the parties. The second is where the principal broker or manager is selling or buying his own real estate. These exceptions only apply if there is another principal broker or manager to supervise the other agent involved in the transaction.

Responsibilities of the Parties: The duties of the agent and brokerage in a real estate transaction do not relieve the buyer and seller from the responsibility to protect their own interests. The buyer and seller are advised to carefully read all agreements to assure that they adequately express their understanding of the transaction. The agent and brokerage are qualified to advise on real estate matters. IF LEGAL OR TAX ADVICE IS DESIRED, YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.

Consent: By signing on the reverse side, you acknowledge that you have read and understand this form and are giving your voluntary, informed consent to the agency relationship disclosed. If you do not agree to the agent(s) and/or brokerage acting as a dual agent, you are not required to consent to this agreement and you may either request a separate agent in the brokerage to be appointed to represent your interests or you may terminate your agency relationship and obtain representation from another brokerage.

Any questions regarding the role or responsibilities of the brokerage or its agents should be directed to:



Ohio Department of Commerce Division of Real Estate & Professional Licensing 77 S. High Street, 20th Floor Columbus, OH 43215-6133 (614) 466-4100



Effective 02/10/19





OFFER TO PURCHASE REAL ESTATE AND ACCEPTANCE This is a legally binding agreement. Consult with your independent legal counsel if you have questions of law.



PTENTHONE REALT

This offer is open for Acceptance until	AM PM on		
Thomas Hawing		("BUYER	") hereby offers t
purchase ³⁸²² Carlyle Ave, Cleveland, OH 44109			
County, further ider	ntified as Parcel No.(s): 015	5-02-105	
(the "Property") in its " AS IS" present physical cor			
PROPERTY: The Property shall include the land, all a fixtures, and the following items if now on the Proper fixtures; mirrors affixed by screws or adhesives; land coverings including rods and fixtures; blinds and awnir fire detector(s); all garage door opener(s); swimming and grate; satellite dish and all controls; and security the Property) shall be included in the purchase:	ty: all electrical, heating, c dscaping; light fixtures and ngs; window and door scree pool and equipment; gas l system. If checked, the fol	central air, plum d ceiling fans; r ens; carbon mol logs, attached f llowing chattel (bing and bathrod nailbox; all windo noxide, smoke, al ireplace equipme items not affixed
microwave kitchen refrigerator window air conditioning unit water softener and the following: All appliances in the unit.			ryer
and the fellowing.			
The following fixtures (items affixed to the Property) s	shall be excluded from this	nurchase:	
The following fixtures (items affixed to the Froperty) of	Tidil be excluded from the	pareriace	
The parties agree that the foregoing supersede any a	 nd all marketing informatior	n for the Proper	tv. includina
without limitation via any multiple listing services (MLS		•	<i>,</i> ,
PRICE: BUYER shall pay SELLER the sum of		\$ <u>50,000</u>	
For the Property, as follows:			
Earnest money in the form of (<i>elect one</i>) ☐ Check ☑	Electronic Deposit	\$1,000	
To be deposited in a non-interest-bearing trust account			lect one):
within 72 hours of Acceptance of this Agree	•	Jilliou Bolow. (O	1001 0110).
upon removal of the last of BUYER'S inspe		scribed below	
Balance of funds necessary for down payment or Cas	<u>-</u>		
Remaining amount to be financed (if any)			
NOTE: The parties understand and agree that Ohio law requiernest money, down payment, or SELLER funds necessar			scrow Ageni (wneii
FINANCING: BUYER shall use all reasonable efforts Other	loan for the Property and	l shall make writ	
within five (5) calendar days from the date of this Agree			
within days after the date of this Agre the parties, then this Agreement shall be null and voi	-	•	-
return of all earnest monies to BUYER. If BUYER'S le		•	
the purchase price, then BUYER shall have the right to			
to SELLER and the parties shall execute a mutual rele	ase of this Agreement autho	orizing return of	the earnest mon
	toward BUYER'S e		
that BUYER is precluded from paying by VA/FHA, inc	_		
tax services, courier service, and re-inspection fees).	-		
paid expenses permitted by lender, discount points, are for required repairs not to exceed \$		TOLUSUA, SEL	LEN agrees to p
	·		
7#		Gh	01/07/202

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Property Address: 3822 Carlyle Ave, Cleveland, OH 44109

TITLE: SELLER shall convey marketable title to BUYER by general warranty deed and/or fiduciary deed, if required, with release of dower, free and clear of all liens and encumbrances whatsoever, except (a) any mortgage assumed by BUYER; b) such restrictions, conditions, easements (however created) and encroachments as do not materially adversely affect the use or value of the Property; c) zoning ordinances, if any; and d) taxes and assessments, both general and special, not yet due and payable; and e) all timber, coal, oil, gas, and other mineral rights and interests previously transferred or reserved of record. SELLER shall furnish an Owner's Fee Policy of Title Insurance in the amount of the purchase price with cost of the insuring premium split equally between SELLER and BUYER. Escrow Agent shall provide BUYER with title commitment for BUYER'S review prior to title transfer. SELLER shall have thirty (30) days after written notice to remove title defects. If unable to do so, BUYER may either a) accept title subject to each defect without any reduction in the purchase price; or b) terminate this Agreement, in which case neither BUYER, SELLER nor any brokerage or agents shall have any further liability to each other, and both BUYER and SELLER agree to sign a mutual release and the earnest money shall be returned to BUYER. FUNDS AND DOCUMENT DEPOSITS AND TITLE TRANSFER: All funds and documents necessary for completion of this Agreement shall be placed in escrow with (the parties shall elect one) Terra Blue Title 2163904100 lacktriangle American Title Solutions $\underline{\mathbf{OR}}$ $\mathbf{\nabla}$ Ohio Real Title (the "Escrow Agent") on or before 02/02/2023 and title shall be transferred on or about 02/02/2023(NOTE: It is recommended that the agreed date for title transfer is a Monday, Tuesday, or Wednesday). ELECTRONIC DATA SECURITY WARNING: The parties acknowledge that there are cyber security risks associated with real estate transactions and therefore agree to use extreme caution and diligence in all communications relating to this Agreement. Keller Williams Chervenic Realty agents and employees will never ask any party for confidential financial information, including personal credit or debit card, routing, or bank account numbers. The parties agree to confirm wire and any other instructions received in connection with this Agreement directly with the party making such a request by using an independently verified telephone number. The parties hereby agree to release all brokerages and agents involved in this transaction from any and all liability related to any cyber risk or damages. **POSSESSION:** SELLER shall deliver possession to BUYER at ⁵ □AM ☑PM, 0 days after (date), whichever is later, provided that title has transferred. BUYER agrees to transfer utilities commencing on the date of possession. SELLER agrees to deliver possession of the Property in "broom clean" condition and with all personal property not conveyed removed from the Property. PRORATIONS: Tenant security deposits, if any, shall be credited to BUYER through escrow. Rents, if any, taxes and assessments, and homeowners' association fees and assessments, if any, shall be prorated by the Escrow Agent as of the date of recording of the Deed. Taxes and assessments shall be prorated based upon the latest available tax duplicate. The parties agree to consult with the county auditor's office about the Property's taxes, including without limitation because the latest available tax duplicate may not accurately reflect the amount of taxes owed. The parties agree to adjust directly any changes in proration when the tax duplicate for the calendar year of closing when it becomes available. If the Property is new construction and recently completed or in the process of completion at the time of the Agreement, then the Escrow Agent shall make a good faith estimate of the taxes owed on the value of the improved Property to the date of title transfer and reserve sufficient funds in escrow from SELLER'S net proceeds to pay those taxes when they become due and payable after title transfer. The Escrow Agent is instructed to release the balance of the funds on reserve upon notice from the county auditor that the taxes on the land and improvements have been paid in full to the date of title transfer. The Escrow Agent shall withhold \$275 from SELLER to secure payment of final water and sewer charges, if any. The Escrow Agent is instructed to either pay said charges or verify SELLER'S payment of said charges and remit any balance to SELLER. In the event the Property shall be deemed subject to any agricultural tax recoupment (C.A.U.V.), SELLER agrees to pay the amount of such recoupment.

BUYER(S), Initials & Date	(Page 2 of 6)	Gh 01/07/2023 SELLER(S) Initials & Date
action verified		

Chervenic Realty

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132 133 Property Address: 3822 Carlyle Ave, Cleveland, OH 44109

CHARGES/ESCROW INSTRUCTIONS: This Agreement shall be used as escrow instructions subject to the Escrow 88 Agent's standard conditions of acceptance that are not inconsistent with this Agreement. SELLER shall pay the 89 90 following costs through escrow: a) real estate transfer tax; 91 92 b) any amount required to discharge any mortgage, lien or encumbrance not assumed by BUYER; c) title exam and one-half the cost of insuring premium for Owners Fee Policy of Title Insurance; 93 94 d) prorations due BUYER; 95 e) Brokerage commissions; 96 f) one-half of the escrow fee; 97 g) Other (unless VA/FHA regulations prohibit payment of escrow fees by BUYER, in which case SELLER shall pay the entire escrow fee). 98 99 SELLER shall pay directly all utility charges to the date of title transfer or date of possession, whichever is later. 100 BUYER shall pay the following through escrow (unless prohibited by VA/FHA regulations): 101 a) one-half of the escrow fee; 102 b) one-half the cost of insuring premiums for Owners Fee Policy of Title Insurance; 103 c) all recording fees for the deed and any mortgage;

106 e) Other _ 107 WALK THROUGH: The parties agree that BUYER will be given an opportunity to walk through the Property on or 108 day(s) prior to title transfer solely to verify that it is in the same or similar condition, absent normal 109 wear and tear, that it was at the time of Acceptance. BUYER acknowledges and agrees that no issues may be 110 raised at the time of the walk-through with respect to any condition of the Property that was in existence at the time 111 of BUYER'S viewing or inspection of it. If the walk-through evidences a material adverse change in the Property's 112 condition, BUYER shall promptly notify SELLER and Escrow Agent in writing. Thereafter, the parties shall mutually

d) a commission of \$395 to Keller Williams Chervenic Realty if BUYER is represented by Keller Williams

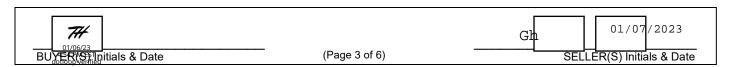
113 agree in writing upon an amount to be either: (1) held in escrow from SELLER'S proceeds pending correction of the 114

material adverse change; or (2) credited to BUYER through escrow at the time of title transfer.

DAMAGE OR DESTRUCTION OF PROPERTY: Risk of loss to the Property shall be borne by SELLER until the date and time of transfer of title. If the Property is destroyed or materially damaged in excess of ten percent of the purchase price prior to title transfer, then either party may terminate this Agreement upon signing a mutual release.

REPRESENTATIONS AND DISCLAIMERS: SELLER warrants that SELLER has completed the Ohio Residential Property Disclosure with no assistance from any brokerage or agent(s) and has otherwise disclosed all known material conditions and defects in the Property, including the land and structures. BUYER understands and agrees that the brokerage(s) and agents are not inspectors or contractors; they are not qualified to inspect a property and do not verify or investigate SELLER'S representations and disclosures, including those made on SELLER'S Ohio Residential Property Disclosure. BUYER agrees to rely solely on the Ohio Residential Property Disclosure and BUYER'S inspectors and BUYER's own due diligence in their purchase of the Property. The parties hereby release the brokerage(s) and agents from any and all claims, actions, injuries or damages relating to this transaction, including any misrepresentations or omissions of SELLER. BUYER agrees that BUYER has not relied on any verbal or written representations of any brokerage(s) or agent(s) about the Property, including without limitation its features, characteristics, improvements, fitness, use, value, or condition, MLS information, square footage, zoning, lot size, mold, structure, soils, homeowners' fees, public and private assessments, utilities, taxes, or special assessments.

MEGAN'S LAW: SELLER warrants that SELLER has disclosed to BUYER all notices received from the local sheriff pursuant to Ohio's sex offender notification law. BUYER acknowledges that such information may no longer be accurate and agrees to inquire directly with the local sheriff's office or Ohio Attorney General's office as to registered sex offenders.



BUYER S Fritals & Date

Property Address: 3822 Carlyle Ave, Cleveland, OH 44109

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136 137 138 139	later than ten assumes sole	(10) calend responsibili Keller Willia	ar days from t ty to select and	the date of th I retain a prof	is Agreement. essional inspectors any and all	In conducting tor for each re	BUYER'S quested ins	due dilige pection ar	ence, Buyer nd releases
140 141 142 143 144	as to permittir BUYER'S own Escrow Agent	ng of improv due diligend . (Physical in	ements and po e investigation	oint of sale red s and shall no appraisers, VA	ent(s) records in quirements. BU\ t rely on represe a, FHA, city insp ons.)	YER shall be sentations of SE	olely respo LLER or an	nsible for y brokeraç	conducting ge, agent, or
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		Buyer's Co	ntractor to wa	alk the prope	erty and deem	condition acc	ceptable	•	_
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163 164 165 166 167 168	in writing by the BUYER is under writing within certain materia	he parties ar satisfied wit the inspecti al defects; o	nd BUYER agre h the results o on period indic r 2) terminatior	ees to accept of any of the a cating either of the Agree	any contingency the Property in above inspection I) acceptance of ment based uportain material de	n its present "A on(s), then BU of the Property on the results o	S IS" cond YER must subject to of the inspe	ition. If, in so notify SELLER ctions. If E	good faith, SELLER in 'S repair of BUYER has
169	days to reach	written agre	ement of the u	nsatisfactory	condition(s) to b	oe repaired by	SELLER.	lf no such	agreement
170 171					minate the Agre a mutual release				
172	shall distribute	e any monie	es on deposit	in accordanc	e with its terms	s. In the even	t BUYER	does not	inspect the
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175 176		UYER agrees		_	ER shall be deer				
177	WAIVER:	01/06/23	(BUYEF	R initials): BU`	ΥER expressly ν	waives each a	nd every pr	ofessiona	I inspection
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SELLER(S) Initials & Date

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181 182 183	LOCAL MUNICIPALITY AND COUNTY INSPECTIONS: SELLER agrees to comply with any local and county point of sale requirements. If applicable SELLER shall order and obtain any required point of sale inspections and deliver the results to BUYER and the Escrow Agent within ten (10) days from the date of Acceptance.
184 185	<u>LOSS HISTORY REPORT:</u> The parties agree that this Agreement is subject to BUYER'S review and approval of an insurance claims loss history report on the Property. BUYER (<i>elect one</i>)
186 187	☐ requests a <u>FREE</u> insurance claims loss history report provided by our affiliate Epic Insurance. BUYER authorizes Keller Williams Chervenic Realty to provide BUYER'S contact information to Epic Insurance.
188	☐ agree to obtain report from their contact of choice
189	✓ declines to secure an insurance loss history report on the Property (not recommended)
190 191 192 193 194 195 196 197	BUYER understands and agrees that BUYER shall be solely responsible for obtaining the report. Within (10) days from the date of this Agreement, BUYER shall obtain and review the report and either (a) remove this contingency in writing and accept the Property in its "AS IS" condition; or (b) terminate this Agreement by written notice to SELLER if the report identifies material defects not previously disclosed in writing to BUYER. If BUYER elects to terminate this Agreement, then BUYER shall provide a copy of the report to SELLER, and both parties agree to sign a mutual release, whereupon the earnest money will be returned to BUYER. In the event BUYER does not obtain and review a report within (10) days of the date of this Agreement, then BUYER agrees that any contingency pursuant to this paragraph shall be removed and BUYER agrees to accept the Property in its present "AS IS" condition. BUYER understands that they are not required to use Epic Insurance for loss history report for their insurance needs.
199 200	<u>HOME WARRANTY:</u> BUYER acknowledges the availability of a limited home warranty insurance policy for the Property. The parties agree that (<i>elect one</i>):
201 202	☐ SELLER shall provide a home warranty as offered in SELLER'S listing, with the cost of the premium to be paid by SELLER through escrow at title transfer
203 204 205	■ BUYER shall obtain a home warranty through at a cost of \$ payable by ■ SELLER ■ BUYER through escrow at title transfer ■ BUYER declines to secure a home warranty.
206 207 208	BUYER acknowledges and agrees that home warranty policies have a deductible, do not cover pre-existing defects, and have other exclusions from coverage. BUYER further acknowledges that a brokerage may receive compensation for handling such policies.
209 210 211 212 213 214 215 216	BINDING AGREEMENT: For purposes of this Agreement, "days" shall be defined as calendar days. "Acceptance" shall occur when the latter of the parties signs this Agreement without making material change and then delivers either written or verbal notice of such signatures to the other party or the other parties' agent. Upon Acceptance, this offer and all addenda shall become an Agreement binding upon the parties, their heirs, executors, administrators, and assigns. Facsimile and electronic signatures shall be deemed binding and valid. This Agreement represents the entire agreement between the parties, and there are no other representations, warranties or understandings between them, except as outlined herein. This is a legally binding agreement. The parties are hereby advised to consult with their independent legal counsel before executing this Agreement if they have any questions of law.
217	SPECIAL CONDITIONS:
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221 222 223 224 225	<u>ADDENDA:</u> The following are incorporated into this Agreement, if applicable: State of Ohio Agency Disclosure(s); SELLER'S State of Ohio Residential Property Disclosure Form; EPA Lead-Based Paint Addendum (if Property was built before 1978), including BUYER'S acknowledgement of the Lead Paint pamphlet; Affiliated Business Arrangement (ABA) Disclosure(s); FHA Amendatory Clause and Real Estate Certifications and
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	Gh 01/07/2023
	BUYER SELLER(S) Initials & Date (Page 5 of 6) SELLER(S) Initials & Date

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ACCEPTANCE OF OFFER:					
Γhomas Hawing		Thomas Hawing	dotloop verified 01/06/23 4:54 PM EST OQGM-TFU5-8UQD-A1JY		
BUYER NAME (PRINT)	DATE	BUYER SIGNATURE			
BUYER NAME (PRINT)	DATE	BUYER SIGNATURE			
EARNEST MONEY RECEIRT: H	FSelling Agent is acces	pting Earnest Money check upon e	vecution of this Agree		
receipt is hereby acknowledged		pung Lamest Money check upon e	Acculion of this Agreet		
Mike Roberts			dotloop verified 01/06/23 4:07 PM EST QCWC-I8ZE-AIER-D2NA		
SELLING AGENT		DATE			
	aid to Keller Williams	and Listing Broker. In the event Chervenic Realty will be paid per			
Haramaty Guy					
SELLER NAME (PRINT)	DATE	SELLER SIGNATURE			
Haramaty Guy	01/07/2023	W			
SELLER NAME (PRINT)	DATE	SELLER SIGNATURE			
Keller Williams Chervenic Realty		Realty Trust Services			
Selling Broker		Listing Broker			
3589 Darrow Rd Stow OH 44224					
Office Address		Office Address			
REC.2009004312		2011003065			
Brokers License Number		Brokers License Number			
Mike Roberts		Chris Kaylor			
Selling Agent Name/ License #		Listing Agent Name/ License #			
mike.roberts@kw.com					
Email/ Phone		Email/ Phone			
Co-Selling Agent Name/ License #	<u> </u>	Co-Listing Agent Name / License #			
Email/ Phone		_ Email/ Phone			

