Yes MLS / RESIDENTIAL PURCHASE AGREEMENT OFFER, RECEIPT AND ACCEPTANCE

BUYER:	The undersigned RTDUNC	CAN ENTERPRISES, LLC	offers to buy the
PROPE	RTY: Located at1050 HO	LMDEN AVE	
City	CLEVELAND	, Ohi	io, Zip Code <u>44109</u>
'ermane	ent Parcel No. <u>008-14-049</u>	, and further described as bei	ing:
appurten now on t awnings control u ollowing efrigera dishu gas (nant rights, privileges and easementhe property: all electrical, heating, screens, storm windows, curtain unit, smoke detectors, garage doog selected items shall also remain tor; washer; washer; dryer; grill; freplace tools;	fAS IS" PRESENT PHYSICAL CONDITIOnents, and all buildings and fixtures, including, plumbing and bathroom fixtures; all winder and drapery fixtures; all landscaping, distor opener(s) and controls; all permains: satellite dish; range and oven; radiator covers; window air conditionen, glass doors and grate; all expressions.	ng such of the following as are dow and door shades, blinds, posal, TV antenna, rotor and anently attached carpeting. The microwave; kitchen central air conditioning existing window treatments;
Also incl	uded:		
-ixtures	NOT Included:		
approval	l, deposit of funds and documents	LER agree to sign an addendum, listing the s, title transfer and possession. \$\frac{27,500}{27,500}\$	
		cy - Dale in the amount of \$ 500	
In the fo	orm of a ☐ check ☒ other: Note ned immediately upon receipt of a	e which shall be	
on lines	s 238-246) and	_w _{\$} 27,50	0.00
	e loan to be obtained by Buyer	N1/A	
	Conventional, □FHA, □ VA, ☑Ot		
EINIANO	ING: Puwar shall make a written	application for the above mortgage loan a	and order appraisal and provide

Property Address: 1050 HOLMDEN AVE CLEVELAND, OH. 44109 43 money deposit shall be returned to the Buyer without any further liability of either party to the other or to the Brokers 44 and their agents. (see line 205) 45 CLOSING: All funds and documents necessary for the completion of this transaction shall be placed in escrow with the lending institution or escrow company on or before March 22, 2023 , and title shall be 46 47 recorded on or about March 22, 2023 . Ohio law requires that closing funds over the amount of 48 \$10,000.00 be electronically transferred to the closing/escrow agent. Buyers are advised to consult their lender 49 and closing/escrow agent for wiring requirements to assure that funds are received in a timely manner. 50 **POSSESSION:** Seller shall deliver possession to Buyer of the property within TOT days by Noon (time), 51 AM PM after the title has been recorded. Subject to Buyer's rights, if any, the premises may be occupied by 52 the Seller free for 0 days. Additional ⁰ days at a rate of \$0 per day. Insurance coverage 53 and payment and collection of fees for use and occupancy after recording of title are the sole responsibility of 54 Seller and Buver. 55 **TITLE:** For each parcel of real estate. Seller shall convey a marketable title to Buyer by general warranty deed 56 and/or fiduciary deed, if required, with dower rights released, free and clear of all liens and encumbrances 57 whatsoever, except a) any mortgage assumed by Buyer, b) such restrictions, conditions, easements (however 58 created) and encroachments as do not materially adversely affect the use or value of the property, c) zoning 59 ordinances, if any, and d) taxes and assessments, both general and special, not yet due and payable. Seller shall 60 furnish an Owner's Fee Policy of Title Insurance in the amount of the purchase price, if title to all or part of the 61 parcels to be conveyed is found defective, Seller shall have thirty (30) days after notice to remove title defects. If 62 unable to do so, Buyer may either a) accept Title subject to each defect without any reduction in the purchase price 63 or b) terminate this agreement, in which case neither Buyer, Seller nor any broker shall have any further liability to 64 each other, and both Buyer and Seller agree to sign a mutual release, releasing earnest money to Buyer. For the 65 subsurface estate underlying each parcel of real estate, if all or part of the subsurface mineral, oil or gas rights to 66 the underlying parcels already has been transferred by the Seller, then Buyer can either purchase the property "as 67 is" or declare the contract null and void, in which event the earnest money shall be returned to the Buyer. Unless 68 expressly reserved by the Seller, all payments for any mineral, oil or gas rights shall belong to the Buyer 69 effective upon closing. (see line 205) 70 PRORATIONS: General taxes, annual maintenance fees, subdivision charges, rentals, interest on any mortgage 71 assumed by buyer, condominium, HOA or other association periodic charges or assessments and transferable 72 policies if Buyer so elects, special assessments, city and county charges and tenant's rents, collected or 73 uncollected, shall be prorated as of the date the title has been recorded. Taxes and assessments shall be prorated 74 based upon the latest available tax duplicate. However, if the tax duplicate is not vet available or the improved land 75 is currently valued as land only, taxes and assessments shall be prorated based upon 35% of the selling price 76 times the millage rate. The escrow agent is instructed to contact the local governmental taxing authority, verify the 77 correct tax value of the property as of the date the title has been recorded and pay the current taxes due to the date 78 the title has been recorded. If the property being transferred is new construction and recently completed or in the 79 process of completion at the time the agreement was signed by the parties, the escrow agent is instructed to make 80 a good faith estimate of the taxes to be owed on the value of the improved property to the date the title has been 81 recorded and reserve sufficient funds in escrow from Seller's net proceeds to pay those taxes when they become 82 due and payable after the title has been recorded. The escrow agent is instructed to release the balance of the 83 funds on reserve to Seller once they receive notice from the local county auditor that the taxes on the land and 84 improvements have been paid in full to the date the title has been recorded. Buyer acknowledges that the latest 85 available tax duplicate may not reflect the accurate amount of taxes and assessments that will be owed. Seller 86 agrees to reimburse Buyer directly outside of escrow for any increase in valuation and the cost of all passed or 87 levied, but not yet certified, taxes and assessments, if any, prorated to the date the title has been recorded. Seller is 88 not aware of any proposed taxes or assessments, public or private, except the following: 89 90

In the event the property shall be deemed subject to any agricultural tax recoupment (C.A.U.V.),

☐ Buyer☐ Seller agrees to pay the amount of such recoupment.

CHARGES/ESCROW INSTRUCTIONS: This agreement shall be used as escrow instructions subject to the Escrow Agent's usual conditions of acceptance.

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95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110	required to discharge any mortgage, lien or encumbrance not assumed by Buyer, d) title exam and one half the cost of insuring premium for Owners Fee Policy of Title Insurance, e) pro-rations due Buyer, f) Broker's commissions, g) one-half of the escrow fee (unless VA/FHA regulations prohibit payment of escrow fees by Buyer in which case Seller shall pay the entire escrow fee), and h) Tenant security deposits, if any, shall be credited in escrow to the Buyer. The escrow agent shall withhold \$ 200.00 from the proceeds due Seller for payment of Seller's final water and sewer bills. Seller shall pay all utility charges to date of recording of title or date of possession whichever is later. Buyer shall pay the following through escrow (unless prohibited by VA/FHA regulations): a) one-half of the escrow fee b) one half the cost of insuring premiums for Owners Fee Policy of Title Insurance; c) all recording fees for the deed and any mortgage, d) Title Blu Agency - Dale If the closing date cannot occur by the date of closing due to any government regulation or lender requirement, the date of closing shall be extended for the period necessary to satisfy these requirements, not to exceed fourteen (14) business days. The Selling and Listing Brokers request and the Seller(s) and Buyer(s) hereby authorize and instruct the escrow agent to send a copy of their fully signed, Buyers and Sellers, Closing Disclosures and/or							
110			may disburse to other parti	eir respective Broker(s) listed on this Agres to the transaction.	eement promptly at	ter closing,		
112 113 114 115 116	HOME WARRANTY: Buyer acknowledges that Limited Home Warranty Insurance Policies are available and that such policies have deductibles, may <u>not</u> cover pre-existing defects in the property, and have items excluded from coverage. Broker may receive a fee from the home warranty provider. Buyer ☐does ☒ does not elect to secure a Limited Home Warranty Plan issued by . The cost of \$							
117 118 119 120 121 122 123 124 125 126	Buyer's choice within the specified number of days from acceptance of binding agreement. Buyer assumes sole responsibility to select and retain a qualified inspector for each requested inspection and releases Broker of any and all liability regarding the selection or retention of the inspector(s). If Buyer does not elect inspections, Buyer acknowledges that Buyer is acting against the advice of Buyer's agent and Broker. Buyer understands that all real property and improvements may contain defects and conditions that are not readily apparent and which may affect a property's use or value. Buyer and Seller agree that the Broker(s) and their agent(s) do not guarantee and in no way assume responsibility for the property's condition. Buyer acknowledges that it is Buyer's own duty to exercise reasonable care to inspect and make diligent inquiry of the Seller or Buyer's							
127								
128 129 130 131	Waiver:							
132	Choic	<u>:е</u>	Inspe	ections ections	Expense			
133 134	Yes	No ⊠	GENERAL HOME	days from acceptance of Agreement	BUYER	SELLER		
135		X	SEPTIC SYSTEM	days from acceptance of Agreement				
136 137		×	WELL WATER (□flow, □potability)	days from acceptance of Agreement				
138		灯	RADON	days from acceptance of Agreement				
139		×	MOLD	days from acceptance of Agreement				
140 141			PEST/ WOOD DESTROYING IN	days from acceptance of Agreement				
142		K	OTHER	days from acceptance of Agreement				
			RFI					

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143 (list other inspections) 144

Within three (3) days after completion of the last inspection. Buyer shall elect one of the following:

- a. Remove the inspection contingency and accept the property in its "as is" present physical condition. If the property is accepted in its "as is" present physical condition, Buyer agrees to sign an Amendment to the Residential Purchase Agreement removing the inspection contingency and this agreement will proceed in full force and effect: OR
- b. Accept the property subject to Seller agreeing to have specific items that were identified in a written inspection report, if requested, repaired by a qualified contractor in a professional manner at Seller's expense. If the property is accepted subject to the Seller repairing specific defects, Buyer agrees to provide Seller with a copy of all inspection reports, if requested, and sign an Amendment to the Residential Purchase Agreement removing the inspection contingency and identifying the defects which are to be repaired. Seller and Buyer have five (5) days from Seller's receipt of the written list of defects and the inspection report(s), if requested, to agree in writing which defects, if any, will be corrected at Seller's expense. If a written agreement is not signed by Seller and Buyer within those five (5) days, this agreement is null and void and Seller and Buyer agree to sign a mutual release, with the earnest money being returned to the Buyer. (see line 227) The Buyer and Seller can mutually agree in writing to extend the dates for inspections, repairs, or to exercise their right to terminate the Agreement. Seller agrees to provide reasonable access to the property for Buyer to review and approve any conditions corrected by Seller, OR Terminate this agreement if written inspection report(s) identify material latent defects not previously disclosed in writing by the Seller and/or any cooperating real estate broker. If Buyer elects to terminate this agreement based upon newly discovered material latent defects in the property, Buyer agrees to provide a copy of the written inspection report(s), if requested, to the Seller, and both parties agree to sign a mutual release. The earnest money will be returned to the Buyer without any further liability of either party to the other or to the broker(s) (see line 227).

MEGAN'S LAW Seller warrants that Seller has disclosed to Buyer all notices received pursuant to Ohio's sex offender law. The Buyer acknowledges that the information disclosed may no longer be accurate and agrees to inquire with the local sheriff's office. Buyer agrees to assume the responsibility to check with the local sheriff's office for additional information. Buyer will rely on Buyer's own inquiry with the local sheriff's office as to registered sex offenders in the area and will not rely on Seller or any real estate agent involved in the transaction to determine if a sex offender resides in the area of any property Buyer may purchase.

CONDITION OF PROPERTY: Buyer has examined the property and agrees that the property is being purchased in its "As Is" Present Physical Condition including any defects disclosed by the Seller on the Ohio Residential Property Disclosure Form or identified by any inspections requested by either party or any other forms or addenda made a part of this agreement. Seller agrees to notify Buyer in writing of any additional disclosure items that arise between the date of acceptance and the date of recording of the deed. Buyer has not relied upon any representations, warranties, or statements about the property (including but not limited to its condition or use) unless otherwise disclosed on this agreement or on the Residential Property Disclosure Form.

- 1. Buyer acknowledges receipt of completed Residential Property Disclosure Form from Seller
- 2. Buyer has not received Residential Property Disclosure Form and Seller agrees to deliver to Buyer a copy of the completed Residential Property Disclosure Form within three (3) days after acceptance unless the sale of the property is exempt by Ohio Revised Code 5302.30 from the use of the form.

Seller shall pay all costs for the repair of any gas line leak found between the street and foundation at the time of recording of title, or restoration of utilities, whichever is sooner. Seller agrees to comply with any and all local governmental point of sale laws and/or ordinances. Seller will promptly provide Buyer with copies of any notices received from governmental agencies to inspect or correct any current building code or health violations. If applicable. Buyer and Seller have five (5) days after receipt by Buyer of all notices to agree in writing which party will be responsible for the correction of any building code or health violation(s). If Buyer and Seller cannot agree in writing, this Agreement can be declared null and void by either party. In that event Seller and Buyer agree to sign a mutual release with instruction to the Broker on disbursement of the earnest money. (see line 227)

REPRESENTATIONS AND DISCLAIMERS: Buyer acknowledges that the Seller completed the Residential Property Disclosure Form unless otherwise stated above and Seller has not made any representations or warranties, either expressed or implied, regarding the property, (except for the Ohio Residential Property

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Disclosure Form, if applicable), and agrees to hold the Brokers and their agents harmless from any mis-statements or errors made by the Seller on the form. Buyer also acknowledges and agrees that the Brokers and their agents have no obligation to verify or investigate the information provided by the Seller on that form. Buyer acknowledges that Brokers and their agents have not made any representations, warranties, or agreements, express or implied regarding the condition or use of the property, including but not limited to any representation that: (a) the basement, crawl space or slab area do not incur seepage, leakage, dampness, or standing water; (b) the heating, cooling, plumbing, or electrical system(s) or any built-in appliance is in good working condition or is completely functional; (c) the roof is weather tight and/or structurally sound; (d) the structure is free from insect infestation, lead paint, or lead paint hazards; (e) the water supply or septic system, if any, are not deficient in any respect; or (f) radon gas, urea-formaldehyde foam or asbestos insulation, or any other toxic substance including any toxic form of mold, is not present on the property. Buyer hereby acknowledges that any representation by Seller or the real estate agent(s) regarding the square footage of the rooms, structures or lot dimensions, homeowner's fees, public and private assessments, utility bills, taxes and special assessments are approximate and not guaranteed. Please list any and all verbal representations made by Brokers or their agents that you relied upon when purchasing this property (if none, write "none")

DAMAGE: If any building or other improvements are destroyed or damaged in excess of ten percent of the purchase price prior to title transfer, Buyer may either a) accept the insurance proceeds for said damage and complete this transaction or b) terminate this agreement and receive the return of all deposits made. In that event, Seller and Buyer agree to sign a *mutual release*, with instruction to the Broker on disbursement of the earnest money on deposit (see line 227). If such damage is less than ten percent of the purchase price, Seller shall restore the property to its prior condition and Buyer agrees to complete the purchase of the Property.

ADDENDA: The additional terms and conditions in the attached addenda ☐ Agency Disclosure Form

□Residential Property Disclosure □VA □FHA □FHA Home Inspection Notice □Secondary Offer □ Condominium

☐ Short Sale ☐ House Sale Contingency ☐ House Sale Concurrency ☐ Lead Based Paint (required if built before 1978)

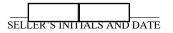
220 221	☐ Homeowner's Association☐ Affiliated Business Arrangement Disclosure Statement☐ Walk-Through Addendum☐ Other
222 223	are made part of this Agreement. The terms and conditions of any addenda will supersede any conflicting terms in the Purchase Agreement.
224	ADDITIONAL TERMS:
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EARNEST MONEY: In the event of a dispute between the Seller and Buyer regarding the disbursement of the earnest money in the Broker's trust account, the Broker is required by Ohio law to maintain such funds in a trust account until the Broker receives (a) written instructions signed by the parties specifying how the earnest money is to be disbursed or (b) a final court order that specifies to whom the earnest money is to be rewarded. If within two years from the date the earnest money was deposited in the Broker's trust account, the parties have not provided the Broker with such separate signed instructions or written notice that such legal action to resolve the dispute has been filed, the Broker shall return the earnest money to the purchaser with no further notice to the Seller. In all events, at closing of the transaction, the broker shall have the right to apply earnest money being held by broker against the real estate commission owed the broker as a result of said closing. If said earnest money exceeds commission due Broker, the amount over the commission due Broker shall be sent to the escrow agent or if requested by Seller, the total earnest money shall be sent to the Escrow Agent.

BINDING AGREEMENT: Upon written acceptance, then either written or verbal notice of such acceptance to the last-offering party, this offer and any addenda listed above shall become a legally binding agreement upon Buyer and Seller and their heirs, executors, administrators and assigns and shall represent the entire understanding of the parties regarding this transaction. All counter-offers, amendments, changes or deletions to this Agreement shall be in writing and be signed/initialed by both Buyer and Seller. Facsimile and/or scan and e-mail signatures shall be deemed binding and valid. This Agreement shall be used as escrow instructions subject to the Escrow Agent's



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244 245 246	usual conditions of acceptance. If there is any conflic Agreement, the terms of this Agreement shall prevai calendar days.		
247	This Agreement is a legally binding contract. If y	ou have ar	ny questions of law, consult your attorney.
248	BUYER Rtducan Exterprises LLC by Rashawn Duncan 03/16/23 8:02 AM EDT BTMT-H3SB-VDRK-ZES	Address	
249	Print Name R T DUNCAN ENTERPRISES, LLC.	-	ZIP
250	BUYER		Phone
251	Print Name	Email	
252 253	ACCEPTANCE: Seller accepts the above offer and funds a commission of \$ 600.00 Flat Fee or	irrevocably	instructs escrow agent to pay from Seller's escrow
254	purchase price toJeff Swiecicki	(Selling	g Broker) JBS REALTY (Office)
255	and \$600.00 Flat Feeplus		percent (%) of the
256	purchase price to Christopher Kaylor		
257	SELLER	Address	
258	Print Name R & R 1 LLC		ZIP
259	SELLER	Date	Phone
260	Print Name	Email _	
261	Selling Agent Name, RE License Number, Team		Listing Agent Name, RE License Number, Team
262 263	Leader Name (if applicable), Telephone, Email: JBS REALTY		Leader Name (if applicable), Telephone, Email: Christopher Kaylor
263 264	Jeff Swiecicki		Realty Trust Services
265	C10108		2011003065
266	330 888 5117		330 840 1073
267	jbsinc2@gmail.com		Chrisckaylor@gmail.com
268	Selling Brokers Name, BR License Number,		Listing Brokers Name, BR License Number
269	Telephone and Email:		Telephone and Email:
209	JBS REALTY C10108		Realty Trust Services 9165



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