

Yes MLS / RESIDENTIAL PURCHASE AGREEMENT
OFFER, RECEIPT AND ACCEPTANCE

1 **BUYER:** The undersigned R T DUNCAN ENTERPRISES, LLC offers to buy the

2 **PROPERTY:** Located at 1050 HOLMDEN AVE,

3 City CLEVELAND, Ohio, Zip Code 44109.

4 Permanent Parcel No. 008-14-049, 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. The
11 following selected items shall also remain: satellite dish; range and oven; microwave; kitchen
12 refrigerator;
13 dishwasher; washer; dryer; radiator covers; window air conditioner; central air conditioning;
14 gas grill; fireplace tools; screen, glass doors and grate; all existing window treatments;
15 ceiling fan(s); wood burner stove inserts; gas logs; and water softener.

16 Also included: _____

17 Fixtures NOT Included: _____

18 _____

19 **SECONDARY OFFER:** This is is not a secondary offer. This secondary offer, if applicable, shall become a
20 primary contract upon BUYER'S receipt of a signed copy of the release of the primary contract on or before
21 _____ (Date). BUYER shall have the right to terminate this secondary offer at any time prior to
22 BUYER'S receipt of said copy of the release of the primary contract by delivering written notice to the SELLER or
23 the SELLER'S agent. Upon receipt of the release of the primary contract, BUYER shall deposit earnest money
24 within four (4) days and BUYER and SELLER agree to sign an addendum, listing the date for loan application, loan
25 approval, deposit of funds and documents, title transfer and possession.

26 **PRICE:** Buyer shall pay the sum of.....\$ 27,500.00

27 Earnest money payable to TitleBlu Agency - Dale in the amount of \$ 500

28 In the form of a check other: Note which shall be
29 redeemed immediately upon receipt of a binding agreement (as defined

30 on lines 238-246) and _____

31 Balance of cash to be deposited in escrow.....\$ 27,500.00

32 Mortgage loan to be obtained by Buyer.....\$ N/A

33 Conventional, FHA, VA, Other CASH

34 _____

35 _____
36 **FINANCING:** Buyer shall make a written application for the above mortgage loan and order appraisal and provide
37 documentation to Seller of said application within N/a days and shall obtain a commitment for that
38 loan no later than N/a days after acceptance of this offer. If the closing date cannot occur by the
39 date of closing due to no fault of either party, any government regulation or lender requirement, the date of closing
40 shall be extended for the period necessary to satisfy these requirements, not to exceed fourteen (14) business
41 days. At the Seller's written election, if, despite Buyer's good faith efforts, that commitment has not been obtained,
42 then this Agreement shall be null and void. Upon signing of a *mutual release* by Seller and Buyer, the earnest

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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
46 with the lending institution or escrow company on or before March 22, 2023, and title shall be
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 Buyer.


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 yet 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

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

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

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

Page 2 of 6 BUYER'S INITIALS AND DATE

03/16/23
8:02 AM EDT
dotloop verified

RESIDENTIAL PURCHASE AGREEMENT
Yes MLS – Amended: April 2019

SELLER'S INITIALS AND DATE

03/16/2023

Property Address: 1050 HOLMDEN AVE CLEVELAND, OH. 44109

95 Seller shall pay the following costs through escrow: a) deed preparation b) real estate transfer tax, c) any amount
96 required to discharge any mortgage, lien or encumbrance not assumed by Buyer, d) title exam and one half the
97 cost of insuring premium for Owners Fee Policy of Title Insurance, e) pro-rations due Buyer, f) Broker's
98 commissions, g) one-half of the escrow fee (unless VA/FHA regulations prohibit payment of escrow fees by Buyer
99 in which case Seller shall pay the entire escrow fee), and h)
100 Tenant security deposits, if any, shall be credited in escrow to the Buyer. The escrow agent shall withhold
101 \$ 200.00 from the proceeds due Seller for payment of Seller's final water and
102 sewer bills. Seller shall pay all utility charges to date of recording of title or date of possession whichever is later.

103 Buyer shall pay the following through escrow (unless prohibited by VA/FHA regulations): a) one-half of the escrow
104 fee b) one half the cost of insuring premiums for Owners Fee Policy of Title Insurance; c) all recording fees for the
105 deed and any mortgage, d) Title Blu Agency - Dale . If the closing
106 date cannot occur by the date of closing due to any government regulation or lender requirement, the date of
107 closing shall be extended for the period necessary to satisfy these requirements, not to exceed fourteen (14)
108 business days. The Selling and Listing Brokers request and the Seller(s) and Buyer(s) hereby authorize and
109 instruct the escrow agent to send a copy of their fully signed, Buyers and Sellers, Closing Disclosures and/or
110 Settlement Statements, if applicable, to their respective Broker(s) listed on this Agreement promptly after closing,
111 which Brokers may disburse to other parties to the transaction.

112 HOME WARRANTY: Buyer acknowledges that Limited Home Warranty Insurance Policies are available and that
113 such policies have deductibles, may not cover pre-existing defects in the property, and have items excluded from
114 coverage. Broker may receive a fee from the home warranty provider. Buyer does not elect to secure a
115 Limited Home Warranty Plan issued by . The cost of \$
116 shall be paid by Buyer Seller through escrow.

117 INSPECTION: This agreement shall be subject to the following inspection(s) by a qualified inspector of
118 Buyer's choice within the specified number of days from acceptance of binding agreement. Buyer assumes
119 sole responsibility to select and retain a qualified inspector for each requested inspection and releases
120 Broker of any and all liability regarding the selection or retention of the inspector(s). If Buyer does not elect
121 inspections, Buyer acknowledges that Buyer is acting against the advice of Buyer's agent and Broker. Buyer
122 understands that all real property and improvements may contain defects and conditions that are not readily
123 apparent and which may affect a property's use or value. Buyer and Seller agree that the Broker(s) and their
124 agent(s) do not guarantee and in no way assume responsibility for the property's condition. Buyer acknowledges
125 that it is Buyer's own duty to exercise reasonable care to inspect and make diligent inquiry of the Seller or Buyer's
126 inspectors regarding the condition and systems of the property.

127 Inspections required by any state, county, local government or FHA/VA do not necessarily eliminate the
128 need for the inspections listed below.

129 Waiver: REL (initials) Buyer elects to waive each professional inspection to which Buyer has not indicated
130 "yes". An by Buyer to perform any inspection indicated "yes" herein is a waiver of such inspection
131 and shall be deemed absolute acceptance of the property by Buyer in its "as is" condition.

Table with columns: Choice (Yes/No), Inspections, Expense (BUYER/SELLER). Rows include GENERAL HOME, SEPTIC SYSTEM, WELL WATER, RADON, MOLD, PEST/WOOD DESTROYING INSECTS, and OTHER.

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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:

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

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

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

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

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

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

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

210

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

217 **ADDENDA:** The additional terms and conditions in the attached addenda Agency Disclosure Form
218 Residential Property Disclosure VA FHA FHA Home Inspection Notice Secondary Offer Condominium
219 Short Sale House Sale Contingency House Sale Concurrency Lead Based Paint (required if built before 1978)
220 Homeowner's Association Affiliated Business Arrangement Disclosure Statement Walk-Through Addendum
221 Other _____
222 are made part of this Agreement. **The terms and conditions of any addenda will supersede any conflicting**
223 **terms in the Purchase Agreement.**

224 **ADDITIONAL TERMS:** _____

225

226

227 **EARNEST MONEY:** In the event of a dispute between the Seller and Buyer regarding the disbursement of the
228 earnest money in the Broker's trust account, the Broker is required by Ohio law to maintain such funds in a trust
229 account until the Broker receives (a) written instructions signed by the parties specifying how the earnest money is
230 to be disbursed or (b) a final court order that specifies to whom the earnest money is to be rewarded. If within two
231 years from the date the earnest money was deposited in the Broker's trust account, the parties have not provided
232 the Broker with such separate signed instructions or written notice that such legal action to resolve the dispute has
233 been filed, the Broker shall return the earnest money to the purchaser with no further notice to the Seller. In all
234 events, at closing of the transaction, the broker shall have the right to apply earnest money being held by broker
235 against the real estate commission owed the broker as a result of said closing. If said earnest money
236 exceeds commission due Broker, the amount over the commission due Broker shall be sent to the escrow agent or
237 if requested by Seller, the total earnest money shall be sent to the Escrow Agent.

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

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244 usual conditions of acceptance. If there is any conflict between the escrow's conditions of acceptance and this
245 Agreement, the terms of this Agreement shall prevail. For purposes of this Agreement, "days" shall be defined as
246 calendar days.

247 **This Agreement is a legally binding contract. If you have any questions of law, consult your attorney.**

248 BUYER *Riducan Enterprises LLC by Rashawn Duncan* dotloop verified
03/16/23 8:02 AM EDT
BTMT-H3SB-VDRK-ZE5Z Address _____

249 Print Name R T DUNCAN ENTERPRISES, LLC. ZIP _____

250 BUYER _____ Date _____ Phone _____

251 Print Name _____ Email _____

252 **ACCEPTANCE:** Seller accepts the above offer and irrevocably instructs escrow agent to pay from Seller's escrow
253 funds a commission of \$ 600.00 Flat Fee or _____ percent (_____ %) of the

254 purchase price to Jeff Swiecicki (Selling Broker) JBS REALTY (Office)

255 and \$ 600.00 Flat Fee plus _____ percent (_____ %) of the

256 purchase price to Christopher Kaylor (Listing Broker) Realty Trust Services (Office)

257 SELLER _____ Address _____

258 Print Name R & R 1 LLC ZIP _____

259 SELLER *Sharla Roberts* Date 03/16/2023 Phone _____

260 Print Name _____ Email _____

261 Selling Agent Name, RE License Number, Team
262 Leader Name (if applicable), Telephone, Email:
263 JBS REALTY
264 Jeff Swiecicki
265 C10108
266 330 888 5117
267 jbsinc2@gmail.com

Listing Agent Name, RE License Number, Team
Leader Name (if applicable), Telephone, Email:
Christopher Kaylor
Realty Trust Services
2011003065
330 840 1073
Chrisckaylor@gmail.com

268 Selling Brokers Name, BR License Number,
269 Telephone and Email:
270 JBS REALTY C10108
271 jbsinc2@gmail.com
272 330 888 5117
273 _____

Listing Brokers Name, BR License Number
Telephone and Email:
Realty Trust Services 9165
Chrisckaylor@gmail.com
330 840 1073
