



Real Estate Mortgage Title Insurance

PURCHASE AGREEMENT OFFER, RECEIPT AND ACCEPTANCE



1 BUYER: _____ offers to buy the

2 PROPERTY: located at 1064 Bryce Ave _____

3 City Aurora _____, Ohio, Zip 44202 _____ Permanent Parcel No(s) 03-001-22-00-092

4 The property, which BUYER has examined and accepts in its "AS IS" PRESENT PHYSICAL CONDITION except for
5 normal wear and tear, shall include the land, all appurtenant rights, privileges and easements, and all buildings and
6 fixtures, including such of the following as are now on the property: all landscaping, electrical, heating, plumbing and
7 bathroom fixtures, ceiling fans; central air conditioning systems; all window and door shades, blinds, awnings, screens,
8 storm windows, curtain rods and drapery hardware; garbage disposal, TV antenna, rotor and control unit; radiator covers,
9 smoke detectors, garage door opener(s) and _____ controls; all attached wall-to-wall carpeting. The following selected
10 items shall also remain: [] satellite dish; [] countertop range; [] range; [] wall oven;
11 [] microwave; [] kitchen refrigerator; [] second refrigerator; [] dishwasher; [] washer; [] dryer; [] window air
12 conditioner(s); [] through the wall air conditioners; [] gas grill; [] fireplace tools; [] screen, [] glass doors and
13 [] grate; [] all existing window treatments; [] ceiling fan(s); [] wood burner stove inserts; [] gas logs; and
14 [] water softener (do not check if leased); [] humidifier; [] dehumidifier; [] security system; [] freezer;
15 [] indoor grill; [] mailbox and [] invisible fence, transmitter, _____ collar(s).

16 Additional Items to be included: Any itmes left after closing. _____

17 _____

18 Items Excluded: _____

19 _____

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

27 PRICE: BUYER shall pay the sum of _____ \$ _____

28 Payable as follows:

29 Earnest money in the form of a check, paid to/deposited with (check one)

30 [] Listing Broker [] Buyers' Broker or [] _____

31 and credited against the purchase price _____ \$ _____

32 The check shall be deposited immediately upon acceptance

33 of a binding Agreement as defined below on lines 263-272

34 Additional Funds to be deposited in escrow _____ \$ _____

35 BUYER [] will [] will not (check one) meet down payment requirement

36 in cash, without regard to the sale and/or closing of any other real property

37 Mortgage loan to be obtained by BUYER _____ \$ _____

38 [] CONVENTIONAL, [] FHA, [] VA [] OTHER _____

39 _____

40 FINANCING: This transaction is conditioned upon BUYER obtaining a commitment for a first mortgage loan (the "Loan") from
41 Howard Hanna Mortgage Services or such other lending institution chosen by BUYER in the amount set forth above, or in
42 a lesser amount acceptable to BUYER. BUYER agrees to apply in writing for the Loan and order the appraisal within
43 0 days after the date of acceptance, to cooperate fully with the lender's requests for information and to use good faith efforts
44 to obtain the Loan and shall obtain a commitment for the Loan on or before n/a _____. If, despite
45 BUYER'S good faith efforts, a loan commitment has not been obtained, then this Agreement shall be null and void. Upon signing
46 of a mutual release by SELLER and BUYER, the earnest money deposit shall be returned to the BUYER without any further
47 liability of either party to the other or to the Brokers and their agents. If this is a secondary offer, BUYER shall not be

SELLERS' INITIALS AND DATE

BUYERS' INITIALS AND DATE

48 obligated to make a loan application until after BUYER'S offer becomes the primary contract.

49 **CLOSING:** All documents and funds necessary to complete this transaction shall be placed in escrow with BUYER'S
50 lending institution or a title company on or before 30 days from court approval and the deed shall be recorded on or
51 about 31 days from court approval, except that if a defect in title appears, SELLER shall have thirty (30) days
52 after notice from BUYER to remove such defect and, if unable to do so, BUYER may either (1) accept title subject to such
53 defect without any reduction in the purchase price or (2) terminate this Agreement, in which case neither BUYER,
54 SELLER nor any REALTOR(S)® shall have any further liability to each other, and both BUYER and SELLER agree to sign
55 a mutual release, whereupon the earnest money shall be returned to BUYER.

56 **POSSESSION:** SELLER shall deliver possession and occupancy to BUYER on or before 5:00 (time) a.m. p.m.
57 1 day(s) after recording of the deed or same day, whichever is later. Subject to BUYER'S rights, if any, the
58 premises may be occupied by the SELLER free for zero () days and an additional _____
59 () days at a rate of \$ _____ per day provided, however, that under no circumstances shall SELLER occupy
60 Premises beyond _____ (date). Payment and collection of fees for use and occupancy after transfer of title
61 are the sole responsibility of SELLER and BUYER and not of the real estate agents or broker involved in the sale.

62 **TITLE:** SELLER shall convey a marketable title to BUYER by general warranty deed and/or fiduciary deed, if
63 required, with dower rights released, free and clear of all liens and encumbrances whatsoever, except a) any
64 mortgage assumed by BUYER, b) such restrictions, conditions, easements (however created), including without
65 limitation subsurface rights, and encroachments, which do not materially adversely affect the use or value of the
66 property, c) zoning ordinances, if any, and d) taxes and assessments, both general and special, not yet due and
67 payable. BUYER is encouraged to obtain an Owner's Title Insurance Policy ("OTIP"). An OTIP is different from a
68 lender's title insurance policy, which will not protect the BUYER from claims and challenges on the title. Seller
69 shall furnish an OTIP from Baristers of Ohio or Emerald Glen Title Agency
70 as agreed to by the parties, in an amount of the purchase price.

71 **LIMITED HOME WARRANTY:** Home Warranties DO NOT COVER PRE-EXISTING DEFECTS in the property nor does
72 the existence of a warranty preclude the advisability of professional inspection(s). BUYER does elect does not elect
73 (MARK THE APPROPRIATE BOX) to secure a Home Warranty Plan issued by Home Security of America, Inc. The cost of
74 \$ _____ shall be paid by SELLER BUYER through escrow.

75 **PRORATIONS:** General taxes, annual maintenance fees, subdivision charges, special assessments, city and county
76 charges and tenant's rents shall be prorated as of the date of the title transfer. Taxes and assessments shall be prorated
77 based upon the latest available tax duplicate. However, if the tax duplicate is not yet available or the improved land is
78 currently valued as land only, taxes and assessments shall be prorated based upon 35% of the selling price times the
79 millage rate. The escrow agent is instructed to contact the local governmental taxing authority, verify the correct tax value
80 of the property as of the date of title transfer and pay the current taxes due to the date of the title transfer. If the property
81 being transferred is new construction and recently completed or in the process of completion at the time the AGREEMENT
82 was signed by the parties, the escrow agent is instructed to make a good faith estimate of the taxes to be owed on the
83 value of the improved property to the date of title transfer and reserve sufficient funds in escrow from SELLER'S net
84 proceeds to pay those taxes when they become due and payable after title transfer. The escrow agent is instructed to
85 release the balance, if any, of the funds on reserve, once it receives notice from the local county auditor that the taxes on
86 the land and improvements have been paid in full to the date of title transfer. BUYER acknowledges that the latest
87 available tax duplicate may not accurately reflect the amount of taxes and assessments that will be owed. SELLER agrees
88 to reimburse BUYER directly outside of escrow for any increase in valuation and the cost of all passed or levied, but not yet
89 certified, taxes and assessments, if any, prorated to the date of title transfer. SELLER is not aware of any proposed taxes
90 or assessments, public or private, except the following: _____.

91 In the event the property shall be deemed subject to any agricultural tax recoupment (C.A.U.V.), then
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. If there is any conflict between the escrow agent's usual conditions of
95 acceptance and this Agreement, the terms of this Agreement shall prevail.

96 **SELLER shall pay** the following costs through escrow: a) any governmental conveyance fee or transfer tax; b) any
97 amount required to discharge any mortgage, lien or encumbrance not assumed by BUYER and to record the cancellation
98 thereof; c) title exam and one half the cost of insuring premium for Owners Fee Policy of Title Insurance; d) deed prepara
99 tion costs; e) prorations due BUYER; f) real estate brokerage commissions as described in lines 302-304 below; and g)
100 one-half of the escrow fee (unless VA/FHA regulations prohibit payment of escrow fees by BUYER, in which case
101 SELLER shall pay the entire escrow fee). SELLER shall pay directly all utility charges to the date of title transfer or
102 date of possession, whichever is later. The escrow agent shall withhold \$ _____ from the proceeds due SELLER
103 for the SELLER'S final water and sewer bills. Tenant security deposits, if any, shall be credited in escrow to the BUYER.

SELLERS' INITIALS AND DATE

BUYERS' INITIALS AND DATE

104 **BUYER shall pay** the following through escrow: a) one-half of the escrow fee (unless prohibited by VA/FHA
 105 regulations); b) one-half the cost of insuring premiums for Owners Fee Policy of Title Insurance; c) all recording fees
 106 for the deed and any mortgage, and d) BUYER'S share of Howard Hanna's real estate commission for buyer broker
 107 services rendered to BUYER. Howard Hanna's real estate commission for all general brokerage services that Howard
 108 Hanna will provide to BUYER consists of two components: (i) a flat charge of \$265, paid by BUYER; AND (ii) _____
 109 commission listed below on lines 303-305, which percentage component is being offered and will be paid by SELLER to
 110 Howard Hanna as the cooperating broker that successfully produced the BUYER. BUYER shall secure new insurance on
 111 the property. The cost of the home warranty plan, if any, shall be charged as shown in line [74] above.

112 The SELLER hereby authorizes and instructs the escrow agent to send a copy of the fully signed ALTA Settlement
 113 Statement to the SELLER'S Broker listed on this Agreement promptly after closing.

114 The BUYER hereby authorizes and instructs the escrow agent to send a copy of the fully signed ALTA Settlement
 115 Statement to BUYER'S Broker listed on this Agreement promptly after closing.

116 **INSPECTIONS:** BUYER shall have professional inspectors perform, at BUYER'S expense, the inspection(s) indicated
 117 below. A professional is a person engaged full-time for profit in the business directly related to the inspection service
 118 indicated. BUYER must indicate "yes" for each professional inspection desired and the number of days following the
 119 date of Acceptance that BUYER has to conduct each inspection elected. BUYER assumes sole responsibility to select
 120 and retain a professional inspector for each requested inspection and releases Broker of any and all liability regarding
 121 the selection or retention of the inspector(s). If BUYER does not elect inspections, BUYER acknowledges that BUYER
 122 is acting against the advice of BUYER'S agent and broker. BUYER understands that all real property and
 123 improvements may contain defects and conditions that are not readily apparent and which may affect a property's use
 124 or value. BUYER and SELLER agree that the Broker(s) and their agents do not guarantee and in no way assume
 125 responsibility for the property's condition. BUYER acknowledges that it is BUYER'S own duty to exercise reasonable
 126 care to inspect and make diligent inquiry of the SELLER or BUYER'S inspectors regarding the condition and systems
 127 of the property.

128 **INSPECTIONS REQUIRED BY ANY STATE, COUNTY, LOCAL GOVERNMENT OR FHA/VA DO NOT**
 129 **NECESSARILY ELIMINATE THE NEED FOR THE INSPECTIONS LISTED BELOW.**

130 **WAIVER:** (initials) BUYER elects to waive each professional inspection to which BUYER has not indicated
 131 "YES." Any failure by BUYER to perform, within the time specified, any inspection indicated "YES" herein is a waiver of
 132 such inspection and shall be deemed absolute acceptance of the property by BUYER in its "AS IS" condition.

	<u>Choice</u>		<u>Inspection</u>	<u>Expense</u>	
	Yes	No		BUYER'S	SELLER'S
133	<input type="checkbox"/>	<input checked="" type="checkbox"/>	GENERAL HOME _____ days from acceptance of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
134	<input type="checkbox"/>	<input checked="" type="checkbox"/>	SEPTIC SYSTEM _____ days from acceptance of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
135	<input type="checkbox"/>	<input checked="" type="checkbox"/>	WATER POTABILITY _____ days from acceptance of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
136	<input type="checkbox"/>	<input checked="" type="checkbox"/>	WELL FLOW RATE _____ days from acceptance of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
137	<input type="checkbox"/>	<input checked="" type="checkbox"/>	RADON _____ days from acceptance of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
138	<input type="checkbox"/>	<input checked="" type="checkbox"/>	MOLD* _____ days from acceptance of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>

139 *Buyer is advised to hire a professional inspector who is qualified to determine whether mold is present in the property, what
 140 type of mold is present and to propose an appropriate treatment of any mold that is discovered. Both prior and current water
 141 leaks and water damage to a property can result in the existence of mold which may cause adverse health effects.

142 OTHER _____ days from acceptance of AGREEMENT

- 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.
 146 If the property is accepted in its "AS IS" present physical condition, then BUYER agrees to sign an
 147 *Amendment/Removal of Contingency*;
 - 148 (B) Accept the property subject to SELLER agreeing to have specific material defects, that were either previously
 149 disclosed in writing by the SELLER or identified in a written inspection report, repaired by a qualified
 150 contractor in a professional manner at SELLER'S expense; BUYER agrees to provide SELLER with a
 151 copy of all inspection reports and to sign an Amendment to Purchase Agreement removing the
 152 inspection contingency and identifying those specific material defects which are to be repaired.
 153 SELLER and BUYER shall have three (3) days from SELLER'S receipt of BUYER'S written request and

 SELLERS' INITIALS AND DATE BUYERS' INITIALS AND DATE

Property Address: 1064 Bryce Ave Aurora Ohio

154 copies of inspection reports to agree in writing which material defect(s), if any, shall be corrected by SELLER
155 at SELLERS' expense. If BUYER and SELLER do not agree in writing within those three (3) days, then this
156 AGREEMENT shall be null and void, and SELLER and BUYER agree to sign a mutual release, whereupon
157 the earnest money shall be returned to BUYER. SELLER agrees to provide reasonable access to the property
158 for BUYER to review any such material defects corrected by SELLER. For purposes of this
159 AGREEMENT, "material defects" DO NOT include minor routine maintenance. **OR**

160 (C) Terminate this Agreement if BUYER'S written inspection report(s) or any other source(s) identify material
161 defects NOT previously disclosed in writing by SELLER. If BUYER elects to terminate, BUYER agrees
162 to provide a copy of the written inspection report(s) to SELLER, and both parties agree to promptly sign a
163 mutual release, whereupon the earnest money shall be returned to BUYER.

164 **Yes No**

165 **PEST/WOOD DESTROYING INSECTS:** An inspection of all structures on the property shall be made within
166 _____ days by a licensed inspection or exterminating agency of BUYER'S or SELLER'S choice at
167 BUYER'S SELLER'S expense and such agency's written report made available to the BUYER before closing. If such
168 report shows existing infestation or damage by pests, termites or other wood destroying insects, treatment of the condition
169 shall be made by a licensed exterminating agency which shall furnish a certificate of guarantee for a period of at least one
170 year in the case of termites and a certificate of guarantee for a period of at least 60 days in the case of wood destroying
171 insects. ALL REPAIRS AND TREATMENT COSTS SHALL BE PAID BY THE BUYER OR SELLER (unless
172 FHA/VA regulations prohibit payment of inspection and/or repair expenses by BUYER, in which case SELLER shall pay
173 such costs and/or repair expense). This agreement may be voided by either party, if the repair exceeds \$500.00. In that
174 event, SELLER and BUYER agree to sign a mutual release whereupon the earnest money shall be returned to the BUYER.

175 **Yes No**

176 **LEAD-BASED PAINT:** BUYER shall have the right to have a risk assessment or inspection of the
177 property by a professional inspector, for the presence of lead-based paint and/or lead-based paint hazards at
178 BUYER'S expense within _____ days after acceptance. (Intact lead-based paint that is in good condition is not
179 necessarily a hazard. See EPA pamphlet "Protect Your Family From Lead In Your Home" for more information.)
180 In the event existing deficiencies or corrections are identified by the inspector in their written report, BUYER
181 shall have the right to terminate the AGREEMENT or request that the SELLER repair the specific existing
182 deficiencies noted on the written inspection report. In that event, BUYER agrees to immediately provide SELLER with a
183 copy of the written inspection and/or risk assessment report. Upon receipt of the inspection report and BUYER'S
184 request for repairs, SELLER shall have the option to either agree to correct the deficiencies identified in the
185 inspector's written report or decline to do any repairs. If SELLER elects to correct the deficiencies, SELLER agrees to
186 provide to BUYER prior to Title Transfer a certificate from a qualified risk assessor or inspector demonstrating
187 that the deficiencies have been remedied. If the SELLER declines to correct the deficiencies, BUYER may elect to
188 terminate the AGREEMENT or accept the property in its "AS IS" condition. BUYER may remove this right of inspection
189 at any time without SELLER'S consent.

190 BUYER HAS _____ (BUYER'S initials) HAS NOT _____ (BUYER'S initials) received a copy of
191 the EPA pamphlet entitled "PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME" and a copy of the
192 "DISCLOSURE ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS."

193 If BUYER has not received such pamphlet and disclosure, then this offer is subject to the SELLER completing
194 the disclosure form and BUYER'S review and approval of the information contained on the disclosure form within _____
195 days from receipt.

196 The BUYER and SELLER can mutually agree IN WRITING to extend the dates for inspections, repairs, or to exercise their
197 right to terminate the Agreement. SELLER agrees to provide reasonable access to the property for BUYER to review and
198 approve any conditions corrected by SELLER. If this is a secondary offer, the number of days specified for each of the
199 inspections indicated in lines 132-142 shall be from the date this becomes the primary contract and not from the date of
200 acceptance.

201 **MEGAN'S LAW:** SELLER represents that SELLER has disclosed to BUYER all notices received pursuant to Ohio's
202 sex offender law. The BUYER acknowledges that the information disclosed may no longer be accurate and assumes the
203 responsibility to check with the local sheriff's office for current, complete and accurate information. BUYER will rely on
204 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
205 any real estate agent involved in the transaction to determine if a sex offender resides in the area of the property.

206 **CONDITION OF PROPERTY:** BUYER has examined the property and agrees that the property is being purchased in its
207 "AS IS" PRESENT PHYSICAL CONDITION including any defects disclosed by the SELLER on the State of Ohio Residential
208 Property Disclosure Form, identified by any inspections requested by either party or on any other forms or addenda made a
209 part of this Agreement or identified by any other source. SELLER warrants to BUYER that SELLER has completed the
210 State of Ohio Residential Property Disclosure Form accurately and thoroughly and that no additional items of disclosure have

SELLERS' INITIALS AND DATE

BUYERS' INITIALS AND DATE

Property Address: 1064 Bryce Ave Aurora Ohio

211 occurred since the SELLER'S completion of that form. SELLER agrees to notify BUYER in writing of any additional
212 disclosure items that arise between the date of acceptance and the date of recording of the deed. BUYER has not relied
213 upon any representations, warranties or statements about the property (including but not limited to its condition or use)

214 unless otherwise disclosed on this AGREEMENT or on the Residential Property Disclosure Form. BUYERS must
215 initial one of the following:

Property Disclosure Exemption Form

216 BUYER HAS (BUYER'S initials), prior to signing this offer, received a copy of the Residential
217 Property Disclosure Form which was signed by SELLER on _____ (date).

218 BUYER HAS NOT (BUYER'S initials) received a copy of the Residential Property Disclosure Form.
219 This offer is subject to the SELLER completing the Residential Property Disclosure Form and BUYER'S review and
220 approval of the information contained on the disclosure form within _____ days from receipt.

221 BUYER acknowledges that the SELLER completed the Residential Property Disclosure Form and agrees to hold the
222 Brokers and their agents harmless from any misstatements or errors made by the SELLER on that form. BUYER also
223 acknowledges and agrees that the Brokers and their agents have no obligation to verify or investigate the information
224 provided by the SELLER on that form. BUYER hereby acknowledges that any representation by SELLER or the real
225 estate agent(s) regarding the square footage of the rooms or structures, the lot dimensions, homeowners' fees, public
226 and private assessments, utility bills, taxes and special assessments are approximate and not guaranteed.

227 **Please list any and all verbal representations made by Brokers or their agents that you relied upon when**
228 **purchasing this property (if none, write "none").** none
229

230 SELLER agrees to leave the property in broom clean condition with all rubbish and personal items removed by closing.

231 SELLER shall pay all costs for the repair of any leak(s) in the water or gas main supply lines found between the street and
232 foundation at the time of transfer or restoration of utilities. SELLER agrees to comply with any and all local governmental
233 point of sale laws and/or ordinances. SELLER shall promptly provide BUYER with copies of any notices received from
234 governmental agencies to inspect or correct any current building code or health violations. If applicable, BUYER and
235 SELLER shall have five (5) days after receipt by BUYER of all notices to agree in writing which party shall be
236 responsible for the correction of any building code or health violation(s). In the event BUYER and SELLER cannot agree in
237 writing, this AGREEMENT can be declared null and void by either party. In that event, SELLER and BUYER agree to sign a
238 mutual release with instruction to the Broker for disbursement of the earnest money on deposit.

239 **REPRESENTATIONS AND DISCLAIMERS:** BUYER acknowledges that BUYER is relying upon BUYER'S own
240 inspection and evaluation of the property, whether performed by BUYER or BUYER'S independent inspectors or contractors,
241 in determining the property's condition or fitness. BUYER understands that Howard Hanna and its agents do not warrant
242 the condition or systems of the property or guarantee that SELLER has disclosed all defects.

243 BUYER acknowledges that, except as specifically noted on lines 226-228 above, Howard Hanna and its agents have
244 not made any representations, warranties, or agreements, express or implied regarding the condition or use of
245 the property, including but not limited to any representation that: (a) the basement, crawl space, or slab area do not
246 incur seepage, leakage, dampness, or standing water; (b) the heating, cooling, plumbing, or electrical system(s) or
247 any built-in appliance is in good working condition or is completely functional; (c) the roof is weather tight and/or
248 structurally sound; (d) the structure is free from insect infestation, lead paint, or lead paint hazards; (e) the water
249 supply or septic system, if any, are not deficient in any respect; or (f) radon gas, urea-formaldehyde foam or
250 asbestos insulation, or any other toxic substance including any toxic form of mold, is not present on the property.

251 **DAMAGE:** If any building or other improvements are destroyed or damaged in excess of ten percent of the purchase
252 price prior to title transfer, BUYER may either accept the insurance proceeds for said damage and complete this
253 transaction or may terminate this AGREEMENT and receive the return of all deposits made. In that event, SELLER
254 and BUYER agree to sign a mutual release with instruction to the Broker for disbursement of the earnest money on
255 deposit. If such damage is less than ten percent of the purchase price, SELLER shall restore the property to its prior
256 condition and BUYER agrees to complete the purchase of the property.

257 **MONEY BACK GUARANTEE:** (Elect one) BUYER does elect does not elect to purchase the Howard Hanna
258 Money Back Guarantee Program, subject to Program's terms and conditions. If BUYER elects the Program, then this
259 Agreement and BUYER'S obligations hereunder are conditioned upon approval of BUYER'S Application to
260 Repurchase by Home Trade-In Company, Inc. ("HTCI") within seven (7) days from Acceptance as herein defined.
261 BUYER'S fully-executed Application, including BUYER'S agreement to pay HTCI a fee of 1% of the purchase price, is
262 attached hereto. If HTCI does not approve the Application, then this Agreement shall be null and void and BUYER and
263 SELLER agree to sign a mutual release whereupon the earnest money shall be returned to BUYER.

264 **BINDING AGREEMENT:** For purposes of this AGREEMENT, "acceptance" shall occur upon the written acceptance,
265 without any material change to the last offer or counter offer, and either the verbal or written communication of that
266 acceptance to the last offering party or their agent. For purposes of this Agreement, "days" shall be defined as calendar
267 days. Upon acceptance, this offer and all attachments and addenda, shall become an AGREEMENT binding on BUYER and

SELLERS' INITIALS AND DATE

BUYERS' INITIALS AND DATE

Property Address: _____

268 SELLER, their heirs, executors, administrators, successors and assigns and shall be deemed to contain all the terms,
269 conditions, representations and warranties, either expressed or implied, agreed upon by the BUYER and SELLER with
270 respect to this transaction. All counter-offers, amendments, changes or deletions to this AGREEMENT shall be in writing and
271 be signed by both BUYER and SELLER. Facsimile or other electronically transmitted signatures shall be deemed binding
272 and valid. THIS IS A LEGALLY BINDING CONTRACT. The parties should consult an attorney or other professional if in need
273 of legal or tax advice.

274 **ADDITIONAL TERMS:** Offer subject to Court Approval. Buying in AS IS condition . NO Contingencies.
275 Balance due in full within thirty (30) days from the CONFIRMATION OF SALE.
276 _____

277 **ADDENDA:** The additional terms and conditions in the following checked addenda and/or attachments Agency
278 Disclosure Statement; Residential Property Disclosure; VA/FHA Addendum; FHA Home Inspection Notice;
279 Condominium; House Sale Contingency; House Sale Concurrence; Lead-Based Paint; Homeowner's
280 Association; Application to Repurchase by Home Trade-In Company, Inc. (if BUYER elects Money Back Guarantee
281 Program) Walk Through Addendum; Other As Is Addendum
282 are made a part of this Agreement. The terms and conditions of all such addenda or attachments shall supersede any
283 conflicting terms in this Agreement.

284 **EARNEST MONEY:** In the event of a dispute between the Seller and Buyer regarding the disbursement of
285 the earnest money, the broker is required by Ohio law to maintain such funds in the broker's trust account until the
286 broker receives (a) written instructions signed by the parties specifying how the earnest money is to be disbursed or
287 (b) a final court order that specifies to whom the earnest money is to be awarded. If within two years from the date
288 the earnest money was deposited in the broker's trust account, the parties have not provided the broker with such
289 signed instruction or written notice that such legal action to resolve the dispute has been filed, the broker
290 shall return the earnest money to the purchaser with no further notice to the seller. The broker shall acknowledge
291 receipt of the earnest money shown on line 31 to the escrow agent who shall credit that amount to the Buyer's escrow
292 account. Unless otherwise stated herein, the earnest money shall be retained in the broker's trust account until after
293 title transfer at which time it shall be applied against any compensation due the broker. Any amount by which the
294 earnest money exceeds the compensation due the broker shall be remitted to the escrow agent.

295 **BUYER:** _____ Address: _____
296 Print name: _____ ZIP: _____

297 **BUYER:** _____ Phone: _____ Email: _____
298 Print name: _____ Date: _____

299 **DEPOSIT RECEIPT:** Receipt is hereby acknowledged, of \$ _____ earnest money, subject to the
300 terms of the above offer.

301 **HOWARD HANNA (License # 0000189163):**

302 By: _____ (License # _____) Office: _____ Phone: _____

303 **ACCEPTANCE:** SELLER accepts the above offer and hereby instructs the Escrow Agent to pay from SELLER'S
304 escrow funds a brokerage commission of \$265, if the property is listed with Howard Hanna, and _____% of the
305 purchase price to Howard Hanna, 6000 Parkland Blvd, 3rd Floor, Mayfield Heights, OH 44124.

306 Listing Broker: _____ License # _____ Listing Agent: _____ License # _____

307 **SELLER:** _____ Address: _____
308 Print name: _____ ZIP: _____

309 **SELLER:** _____ Phone: _____ Email: _____
310 Print name: _____ Date: _____

311 **COUNTER OFFER TERMS:** _____
312 _____

313 _____
314 Sellers' signature Date Sellers' signature Date

SELLERS' INITIALS AND DATE

BUYERS' INITIALS AND DATE