

BUYER(S): The undersigned Buyer(s)

226 Boardman-Canfield Rd. Boardman, OH 44512

Real Estate Brokers & Auctioneers: J. Paul Basinger, Julie A. Cerneka

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REAL ESTATE PURCHASE CONTRACT

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK LEGAL ADVICE.

offers

2.	PROPERTY I	ocated in the County of	City/Township of	and further known as
(addre				
Perma which buildin window and co	anent Parcel No PURCHASER angs and fixtures, w and door shad ontrol unit, smoke	ccepts in its PRESENT CONDI including such of the following ales, blinds, awnings, screens, stee alarms/detectors, garage door of	TION, shall include the land, all appurtenant rights, plas are now on the property; all electrical, heating, pluorm windows, curtain and drapery fixtures; all landscappener and all controls, and all permanently attached controls.	umbing and bathroom fixtures; all uping, disposal, TV antenna, rotor
ine to	range & oven	hall also remain (check all app window/wall air conditioner	water conditioning equipment (unless leased)	invisible fence/controls
	refrigerator	gas grill	satellite dish and all controls (unless leased)	_
	dishwasher	existing window treatments	all heating fuel less normal depletion	ALSO INCLUDED:
	washer	ceiling fan(s) (if any)	security systems and controls (unless leased)	NOT INCLUDED.
	_ dryer microwave	wood burner stove inserts hot tub	fireplace tools, screen, doors, grate & gas logs	NOT INCLUDED:
	 LSO INCLUDED:		Sileu	
3. (\$	PRICE: The	purchase price shall be:	ele as follows:	
of the	CASH/CHECI	yment at date of closing (insert d	See Paragraph #18 for return of earnest money. ollar amount or percentage (%) of purchase price.) (insert dollar amount or percentage (%) of purchase price.)	\$ \$ \$
	` '	is contingent upon Buyer obtain		<u> </u>
			g	
4.	ADDITIONAL	AGREEMENTS AND CONT	INGENCIES: 1. Subject to property appraising	g at or above contract price.
Seller Seller 6. Policy. title se title in defect agains 7. expen conditi TITLE	rmal closing cos unless VA/FHA agrees to pay all EVIDENCE Comments. Such title evide earch/examination surance costs are cannot be remented to said defect, the DEED: Seller lise, with the reletions, restrictions, TAKEN IN THE	ts associated with such approve regulations prohibit payment of a VA/FHA costs not permitted to be TITLE: For each parcel of rence shall be prepared and issued as well as one half the premiund expenses shall be paid by the died by the Seller within thirty (3) amount of the deposit, if any, she shall convey to Buyer marketabase of dower, if any, or fiduciar and easements of record.	polication and order appraisal withindays after accepted loan. Any escrow/settlement fees shall be divided escrow fees by Buyer, in which case Seller shall pay be paid by Buyer under VA/FHA regulations all estate to be conveyed the Seller shall furnish a Cod by Some cost of the Owner's Policy of Title Insurance based as Buyer. If title to all or part of the parcels to be convoluted to the Buyer forthwith, and this agreemable title in fee simple by transferable and recordable by deed, as appropriate, free and clear of all liens are	equally between the Buyer and the entire escrow/settlement fee. Commitment for a Title Insurance eller shall pay for the costs of the d on the purchase price. All other reyed is found defective and said is unable to obtain title insurance ment shall be null and void. general warranty deed at Seller's nd encumbrances, but subject to
only is sales is special agrees 9. shall be	ate exists, escro s assessed, the E price. Agricultura al assessment is s to assume and RENTALS, IN pe made through	w officer will use applicable tax Buyer and Seller will agree to the I Tax Recoupment (CAUV), if application being paid in installments, those pay all remaining installments. Selection ITEREST, CONDOMINIUM CHA date of contract for (a) rentals;	as of the date of filing the deed based on the last rate based on 35 percent of the sales price. When a set tax proration within ten (10) calendar days of accept blicable, to be paid by the Seller at closing. County transtallments due and unpaid at the time of the closing eller has not received notice of future assessable imprecess, INSURANCE, UTILITIES AND SECURITY DEC. (b) interest on any mortgage assumed by Buyer; (c) of so elects. Seller shall pay, through date of possession,	building is involved and land tax tance based on 35 percent of the nsfer tax will be paid by Seller. If a shall be paid by the Seller. Buyer ovements unless noted EPOSITS. Adjustments/proration condominium or other association
Buyers	s Initials	Date	Sellers Initial	s Date

any other charges. Security deposits shall be transferred to Buyer. IT IS THE BUYERS RESPONSIBILITY TO INQUIRE ABOUT THE STATUS OF ANY UNPAID BILLS THAT ARE OR CAN BECOME A LIEN. 10. DAMAGE OR DESTRUCTION OF PROPERTY. Risk of loss in the real estate and appurtenances shall be borne by Seller until closing provided any property covered by this contract shall be substantially damaged or destroyed before this transaction is closed, Buyer may (a) proceed with the transaction and be entitled to all insurance money, if any, payable to Seller under all policies covering the property, or (b) rescind the contract, and thereby release all parties from liability hereunder, by giving written notice to Seller and Broker within ten (10) calendar days after Buyer has written notice of such damage or destruction. Earnest money to be released pursuant to paragraph 17. Failure by Buyer to so notify Seller and Broker shall constitute an election to proceed with the transaction. 11. RESIDENTIAL PROPERTY DISCLOSURE FORM has been explained and (check applicable lines): Buyer has reviewed and signed copy, attached Not available from Seller Contract is contingent upon Buyer review and signature within 24 hours of acceptance and Buyer retains 3 calendar days right of rescission HUD-EPA Lead Based Paint Disclosure (Not required for construction after December 31, 1977)
Has been signed, copy of which is attached. Buyer acknowledges receipt of pamphlet "Protect Your Family From Lead in Your Home"
Not required by law
Ohio Sex Offender Registration and Notification requires local sheriff to provide written notice to certain members of the community if a sex offender resides in the area. Notice provided by sheriff is public record and is open to inspection under Ohio's Public Records law. Therefore, you can obtain information from a sheriff's office regarding the notices they have provided pursuant to Ohio's sex offender notification law. The Seller certifies that he/she has not received notice pursuant to Ohio's sex offender notification law unless otherwise
Buyer acknowledges that the information disclosed above may no longer be accurate and agrees to inquire with the local sheriff's office. If current information regarding the status of registered sex offenders in the area is desired, Buyer agrees to assume the responsibility to check with the local sheriff's office. Buyer is relying on their own inquiry with the local sheriff's office as to registered sex offenders in the area and is not relying on the Seller, or any real estate agent involved in the transaction. 12. INSPECTION: The subject property shall be delivered to Buyer in its present physical condition after examination by Buyer, such conditions to survive transfer of title and possession. Buyer agrees to accept the property in its "AS IS" condition excepting that the Buyer shall be given reasonable access to the premises within calendar days after acceptance of this agreement, for an accredited inspector employed by Buyer, at Buyer's sole expense, to conduct a MAJOR ELEMENT INSPECTION of the premises as to roof, basement/foundation, structure (exterior and interior), plumbing, heating, cooling and electrical systems. Accredited inspector means a registered architect, professional engineer, contractor or professional home inspecting service. Failure of Buyer to cause inspection to be made within calendar days from acceptance of this agreement shall be construed as a waiver by the Buyer and of his acceptance of the property in its "AS IS" condition without further repair obligation to anyone. Home Inspection: Buyer acknowledges an independent inspection is recommended. Buyer agrees to order inspection *Initial Buyer declines inspection
LIMITATION OF REMEDIES Should Buyer's accredited inspection(s) reveal a MAJOR DEFECT that would excuse performance, Buyer must notify Seller's agent in writing and provide a copy of the inspection report within three (3) days after Buyer's receipt of said report. Buyer shall establish the reasonable and necessary cost of repairing any defect revealed by the inspection report, by obtaining within five (5) business days of Buyer's receipt of said inspection report an estimate from a qualified licensed contractor regarding the reasonable and necessary repair cost. Buyer must notify Seller's agent in writing and provide a copy of the contractor's estimate within three (3) business days after Buyer's receipt of said estimate. Seller in turn, will give written notice within three (3) days that they will repair the defect, credit the buyer the cost of the repair, or explain that property is being sold "AS IS". Should no compromise be reached this agreement shall be void, the earnest money shall be refunded and all parties shall be mutually released from the contract. Buyer has the right to inspect the property prior to closing, and by accepting delivery of the deed at settlement, is accepting that the premises and contents were in satisfactory condition at the time of closing. A MAJOR DEFECT as used in this contract is defined as a defect in the roof, basement/foundation, structure (exterior and interior), plumbing, heating, cooling and electrical systems, well or septic with a reasonable and necessary repair cost of more than \$500 per major defect item. A defect which is disclosed on the Residential Property Disclosure Form or a defect which is an item of ordinary wear and tear are not major defects which would excuse performance. 14. OTHER INSPECTIONS: Buyer shall have, at their expense, the opportunity to have the premises inspected for radon gas, termites, other wood-eating insects, mold and well within
17. HOME WARRANTY PLAN: () Accepts Paid by () Buyer Plan:
() Rejects () Seller 18. EARNEST MONEY: Buyer has deposited with selling Broker the sum receipted for below, which shall be returned to Buyer if no contract shall have been entered into, or financing sought by Buyer is rejected in writing by one lending institution. Upon acceptance of this contract by both parties, Broker shall deposit such amount into its trust account to be distributed as follows: (a) if Seller fails or refuses to perform, or any contingency is not satisfied, the deposit shall be returned, or (b) the deposit shall be applied to the purchase price, or (c) if Buyer fails or refuses to perform, this deposit shall be paid to Seller, which payment or the acceptance thereof, shall not in any way prejudice

Sellers Initials

Date

Buyers Initials

Date

the rights of Seller or Broker(s) in any action for damages or specific performance. Disposition of the earnest money must be by signed written instructions by both parties. In the event of a dispute between the Seller and Buyer regarding the disbursement of the earnest money, the Broker is required by Ohio law to maintain such funds in his trust account until 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 awarded. 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 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 Buyer with no further notice to the Seller.

19. **CONTRACT:** Acceptance of this offer constitutes a complete agreement binding upon and inuring to the benefit of Buyer and Seller and their respective heirs, successors, executors, administrators and assigns, and shall be deemed to contain all the terms and conditions agreed upon, there being no oral conditions, representations, warranties or agreements. Any subsequent conditions, representations, warranties or agreements shall not be valid and binding upon the parties unless reduced to writing and signed by both parties.

20. **MISCELLANEOUS:** Buyer has examined all property involved and, in making this offer, is relying solely upon such examination with reference to the condition, character and size of land and improvements and fixtures, if any. All provisions of this contract shall survive the closing. Parties acknowledge that Real Estate Agents may be entitled to additional compensation for ancillary services. Any word used in this offer and the acceptance thereof shall be construed to mean either the singular or plural as indicated by the number of signatures hereto. **FACSIMILE AND/OR EMAIL TRANSMISSIONS** are an acceptable mode of communication in this transaction provided the facsimile and/or email is actually received during regular business hours or is preceded by a telephone call notifying the intended party that the facsimile and/or email is being transmitted.

21. **DURATION OF OFFER AND CLOSING:** This offer shall be open for acceptance until 6:30 PM ______. This contract shall be performed and this transaction closed within ______ calendar days after acceptance. Buyer and Seller must agree to an early closing in writing. Seller further agrees to pay the Brokerage fee per the listing contract and/or as amended in writing from the proceeds at closing.

22. **POSSESSION:** Seller shall deliver possession of the property to Buyer

23. **SETTLEMENT STATEMENTS:** The Buyer and Seller hereby agree that the Listing and Selling Brokerage Offices are to receive a copy of the settlement statement and authorize the escrow agent to provide each with a full and complete copy of the settlement statement.

IN WITNESS THEREOF, Seller and Buyer have signed this Agreement on the date or dates indicated below as to each.

Buyer (Signature)	Seller (Signature)
Buyer (Signature)	Seller (Signature)
Street Address	Street Address
City/State/Zip	City/State/Zip
Phone	Phone
Email Address	Email Address
BUYER'S AGENT INFORMATION	LISTING AGENT INFORMATION
Real Estate Brokerage Firm	Real Estate Brokerage Firm
Real Estate Brokerage Firm Office ID	Real Estate Brokerage Firm Office ID
Office ID	Office ID
Office ID Office Address	Office ID Office Address
Office ID Office Address Agent Name	Office ID Office Address Agent Name