

PURCHASE AGREEMENT

This Purchase Agreement ("Agreement") is dated as of May 14, 2023 by and between PETER J. MALIZIA, II ("Seller"), and TATREKOS, ADAMS KIMBERLY ADAMS or their Assign ("Buyers").

Seller is the owner of that certain land located at 3425 SUPERIOR AVE. ASHTABULA, OH 44004

more particularly described on Exhibit A attached hereto ("Premises"). Parcel No. 05-219-00-118-00

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Sale of Premises. Seller hereby agrees to sell and Buyer hereby agrees to buy the Premises, which shall include any and all improvements located on the Premises and any rights, privileges and appurtenances pertaining to or belonging to the Premises.
2. Purchase Price. The purchase price for the Premises Fifty Thousand and no/100 (\$50,000.0) ("Purchase Price") payable at Closing (hereinafter defined). Earnest money in the amount of \$1,000.00 to Affiliates Title Group, LLC acknowledged herein to be credited against purchase price for buyer.
3. Title to be Conveyed. Seller agrees to convey to Buyer good, marketable, infeasible, fee simple title to the Premises, free and clear of all liens and encumbrances except (i) real estate taxes and assessments, both general and special, which are a lien at the time the Deed (hereafter defined) is filed for record, (ii) zoning and other ordinances, (iii) all easements, covenants, restrictions and other matters of record existing as of the date of the Lease or granted with Buyer's written consent or at Buyer's written request, and (iv) and liens or encumbrances created by or through Buyer. Purchase shall be contingent upon financing if not a cash purchase.
4. Instruments of Conveyance. Conveyance of title to the Premises shall be by deed of limited warranty (the "Deed"). Seller shall deliver a copy of the Deed to Buyer, for its approval, at least five (5) days prior to depositing it in escrow.
5. Title Evidence. Seller shall deliver at Closing a standard ALTA Owner's Policy of Title Insurance, without standard exceptions (the "Title Evidence"), issued by Affiliates Title Group, LLC, or assigns 2211 Medina Road, Suite 150 Medina, Ohio 44256 Attn: John Ross (the "Title Company") in an amount equal to the Purchase Price, showing title to be good in Buyer as required herein.

6. Closing. The closing ("Closing") shall occur on or about July 9, 2023. At the Closing, the Deed shall be delivered by Seller to the Title Company. Provided the Deed and Purchase Price have been delivered as required herein and provided Buyer has advised the Title Company that all other conditions set forth herein have been satisfied (or waived for purposes of Closing), the Title Company shall file the Deed for record on the Closing date and will thereafter furnish the Title Evidence. After making the prorations and charges herein provided, the Title Company shall deliver to Seller the Purchase Price and its escrow statement and deliver to Buyer the Title Evidence, the recorded Deed, its escrow statement and any amounts due Buyer.

7. Costs. Seller shall pay (a) cost of conveyance for County Auditor; (b) 1/2 Escrow Fee; (c) the cost of Title Search; (d) Deed Preparation; (e) 1/2 the cost of the Enhanced Owners Policy of Title Insurance; Buyer shall pay a) 1/2 Escrow Fee; (b) the cost of recording the Deed; (c) 1/2 the cost of the Enhanced Owners Policy of Title Insurance; (d) any costs associated with Buyer's loan if any in connection with the property;

8. Prorations. All taxes and assessments, both general and special, shall be prorated as of the date of transfer based on the County Treasurer's tax duplicate and tax rate at such date. If the proration at Closing is based on tax assessments and bills covering a tax parcel that is larger than but includes the Premises, then the portion of such tax bills pertaining to the Premises shall be determined by allocation on a per-acre basis, with appropriate allocation of taxes attributable to improvements on the assessed parcel based upon the location of same on the parcel (so the Buyer pays no taxes attributable to improvements that are not located on the Premises). The Seller shall obtain a final reading of utilities and Seller shall be responsible for the cost of any utilities to the day prior to Closing and Buyer shall be responsible thereafter.

9. Possession. Seller shall deliver full and complete possession of the Premises to buyer at a mutually agreed date by Seller and Buyer.

10. Escrow Instructions. This Agreement shall be used as escrow instructions and the Title Company may attach its standard conditions of escrow hereto, provided, however, that in the event of an inconsistency between said standard conditions and this Agreement, this Agreement shall control.

11. Binding Effect. This Agreement is binding upon and accruing to the benefit of Seller and Buyer and their respective successors and assigns and may not be modified unless by a subsequent agreement in writing executed by both Seller and Buyer.

12. This contract is subject to _____

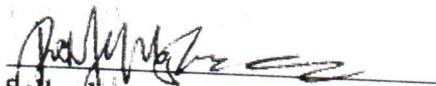
13. Brokers. Each party represents and warrants to the other that, neither party, nor anyone acting on behalf of either party, has incurred any liability to any broker or finder in connection with the transaction contemplated by this Agreement and each party agrees to defend and indemnify the other party against claims of any such broker or anyone claiming by, through or under such party.

14. Closing Documents. Seller and Buyer shall each execute any documents required by the Title Company in connection with the Closing of this transaction.

15. Authority. Seller and Buyer each represent and warrant that the execution of this Agreement has been duly authorized by all necessary corporate or other entity action required to execute this Agreement and this Agreement shall, upon the execution hereof, be binding upon Seller and Buyer.

The parties have executed this Agreement on the day and year above written.

SELLER:


Seller 1

Seller 2

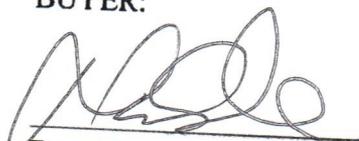
Seller Phone 440-319-0708

Seller Email: peter.malizia@westfield-bank.com

Buyer Phone

Buyer Email:

BUYER:


Buyer 1 5/19/23

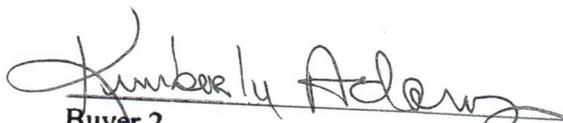

Buyer 2 5/19/23

Exhibit A

CASE NO. 2022 ES 583

The legal description of decedent's interest in the real property subject to this certificate is [use extra sheets, if necessary].

Situated in the City of Ashtabula, County of Ashtabula, and State of Ohio:

Known as being part of Lot Number 45 of the Fassett and Hall Plat in said City, bounded and described as follows: Beginning at a point in the northeast line of said Lot No. 45, 44 feet northwest of the east corner thereof; thence southwesterly, in a line parallel with the southeast line of said lot, 132 feet to the southwest line of said lot; thence south east along the southwest line of said lot 44 feet to the south corner thereof; thence northeasterly, along the southeast line of said lot, 132 feet to the east corner thereof; thence northwest, along the northeast line of said lot, 44 feet to the place of beginning, EXCEPTING THEREFROM THE FOLLOWING PARCEL OF LAND:

Commencing at a point in the northeast line of said Lot Number 45 and 44 feet northwest of the east corner thereof; thence southwesterly on a line parallel with the southeast line of said lot 132 feet to the southwest line thereof; thence northwest along the southwest line of said lot 4 feet; thence northeasterly on a line parallel with the first described line 132 feet to the northeast line thereof; thence southeast on the northeast line of said lot which is also the southwest line of Superior Street 4 feet to the place of beginning and beginning 4 feet off the north line of the above described premises.

SURVEY UPDATE REQUIRED
FOR NEXT TRANSFER
05-219-00-118-00
PLAT VOL 1 PAGE 8
BY MAK DATE 03/17/23
ASHTABULA COUNTY ENGINEER

Prior Instrument Reference: Volume 051, Page 9448

Parcel No: 05-219-00-118-00

This instrument was prepared by David E. Pontius, Andrews & Pontius, LLC, 4810 State Road - PO Box 10, Ashtabula, OH 44005-0010

ISSUANCE

This Certificate of Transfer is issued this 31st day of March, 2023.

Albert S. Complesse
Probate Judge Albert S. Complesse

AUTHENTICATION

I certify that this document is a true copy of the original Certificate of Transfer No. 2 issued on 3-31-23 and kept by me as custodian of the official records of this Court.

Albert S. Complesse
Probate Judge Albert S. Complesse

Date 4-4-23

By: Susan Allen
Deputy Clerk

FORM 12.1 CERTIFICATE OF TRANSFER

Puffco Springs Software

Amended: March 1, 2014

Discard all previous versions of this form
hctw 22

PURCHASE AGREEMENT

This Purchase Agreement ("Agreement") is dated as of May 16, 2023 by and between PETER J. MALIZIA III ("Seller"), and Tatreeko S. Adams KIMBERLY ADAMS or their Assign ("Buyers").

Seller is the owner of that certain land located at 3421 SUPERIOR AVE, ASHTABULA, OH 44004

more particularly described on Exhibit A attached hereto ("Premises"). Parcel No. 05-219-00-119-00

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Sale of Premises. Seller hereby agrees to sell and Buyer hereby agrees to buy the Premises, which shall include any and all improvements located on the Premises and any rights, privileges and appurtenances pertaining to or belonging to the Premises.
2. Purchase Price. ^{Fifty} ~~Fifty~~ Thousand and no/100 (\$15,000.0) ("Purchase Price") payable at Closing (hereinafter defined). Earnest money in the amount of \$1,000.00 to Affiliates Title Group, LLC acknowledged herein to be credited against purchase price for buyer.
3. Title to be Conveyed. Seller agrees to convey to Buyer good, marketable, in-de-feasible, fee simple title to the Premises, free and clear of all liens and encumbrances except (i) real estate taxes and assessments, both general and special, which are a lien at the time the Deed (hereafter defined) is filed for record, (ii) zoning and other ordinances, (iii) all easements, covenants, restrictions and other matters of record existing as of the date of the Lease or granted with Buyer's written consent or at Buyer's written request, and (iv) and liens or encumbrances created by or through Buyer. Purchase shall be contingent upon financing if not a cash purchase.
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7. Costs. Seller shall pay (a) cost of conveyance for County Auditor; (b) 1/2 Escrow Fee; (c) the cost of Title Search; (d) Deed Preparation; (e) 1/2 the cost of the Enhanced Owners Policy of Title Insurance; Buyer shall pay a) 1/2 Escrow Fee; (b) the cost of recording the Deed; (c) 1/2 the cost of the Enhanced Owners Policy of Title Insurance; (d) any costs associated with Buyer's loan if any in connection with the property;

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9. Possession. Seller shall deliver full and complete possession of the Premises to buyer at a mutually agreed date by Seller and Buyer.

10. Escrow Instructions. This Agreement shall be used as escrow instructions and the Title Company may attach its standard conditions of escrow hereto, provided, however, that in the event of an inconsistency between said standard conditions and this Agreement, this Agreement shall control.

11. Binding Effect. This Agreement is binding upon and accruing to the benefit of Seller and Buyer and their respective successors and assigns and may not be modified unless by a subsequent agreement in writing executed by both Seller and Buyer.

12. This contract is subject to _____

13. Brokers. Each party represents and warrants to the other that, neither party, nor anyone acting on behalf of either party, has incurred any liability to any broker or finder in connection with the transaction contemplated by this Agreement and each party agrees to defend and indemnify the other party against claims of any such broker or anyone claiming by, through or under such party.

14. Closing Documents. Seller and Buyer shall each execute any documents required by the Title Company in connection with the Closing of this transaction.

15. Authority. Seller and Buyer each represent and warrant that the execution of this Agreement has been duly authorized by all necessary corporate or other entity action required to execute this Agreement and this Agreement shall, upon the execution hereof, be binding upon Seller and Buyer.

The parties have executed this Agreement on the day and year above written.

SELLER:

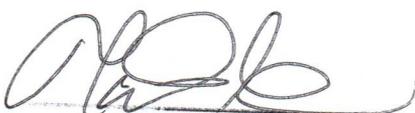


Seller 1

Seller 2

Seller Phone 440-319-0708
Seller Email: petermalizia@westfield-bank.com
Buyer Phone
Buyer Email:

BUYER:



Buyer 1 5-19-2023



Buyer 2 5-19-23

EXHIBIT A

CASE NO. 2022 ES 583

The legal description of decedent's interest in the real property subject to this certificate is [use extra sheets, if necessary].

Situated in the County of Ashtabula, in the State of Ohio and in the City of Ashtabula:

TRACT ONE:

Being part of Lot No. Forty-Five (45) in FASSETT AND HALL'S PLAT in said City and bounded and described as follows: Beginning in the northeast corner of Lot No. 45, in the west line of Superior Street; Running thence Southerly along the west line of Superior Street a distance of 32.2 feet to a point; thence Westerly on a line parallel with the north line of Lot 45, a distance of 132 feet to a point in the west line of Lot 45; thence Northerly along the westerly line of Lot 45, a distance of 32.2 feet to the northwest corner thereof; thence Easterly along the north line of Lot 45, a distance of 132 feet to the place of beginning in the west line of Superior Street.

TRACT TWO:

Being part of Lot No. Forty-Five (45) in FASSETT AND HALL'S PLAT in said City, as shown recorded in Volume 1, page 8 of Ashtabula County Records of Plats, and bounded and described as follows: Beginning at a point in the east line of Lot 45, which point is located 40 feet northerly from the southeast corner of Lot 45, as measured along the west line of Superior Street; thence Westerly on a line parallel with the south line of Lot 45 and along the northerly line of land in Lot 45 conveyed to Robert J. Potts and Linda B. Potts by Warranty Deed recorded in Volume 8, Frame 18 of Ashtabula County Recorder's Microfiche, a distance of 132 feet to the west line of Lot 45; thence Northerly along the west line of Lot 45, a distance of four (4) feet; thence Easterly on a line parallel with the south line hereof, a distance of 132 feet to the west line of Superior Street; thence Southerly along the east line of Lot 45, which is also the west line of Superior Street, a distance of four (4) feet to the place of Beginning.

SURVEY UPDATE REQUIRED FOR NEXT TRANSFER
05-219-00-119-00
BOTH TRACTS
BY MAX DATE 03/17/23
ASHTABULA COUNTY ENGINEER

Prior Instrument Reference: Volume 047, Page 7337

Parcel No: 05-21900-11900

This instrument was prepared by David E. Pontius, Andrews & Pontius, LLC, 4810 State Road - PO Box 10, Ashtabula, OH 44005-0010

ISSUANCE

This Certificate of Transfer is issued this 31st day of March, 2023.

Albert S. Complesse
Probate Judge Albert S. Complesse

AUTHENTICATION

I certify that this document is a true copy of the original Certificate of Transfer No. 1 issued on 3-31-23 and kept by me as custodian of the official records of this Court.

Date 4-4-23

Albert S. Complesse
Probate Judge Albert S. Complesse

By: Susan Allen
Deputy Clerk

FORM 12.1 CERTIFICATE OF TRANSFER

Puritas Springs Software

Amended: March 1, 2014
Discard all previous versions of this form

John 22