

CENTURY 21

Asa Cox Homes



RESIDENTIAL PURCHASE AGREEMENT OFFER, RECEIPT AND ACCEPTANCE

1 **BUYER:** The undersigned Matthew Kish offers to buy the
 2 **PROPERTY:** Located at 5055 N Ridge Rd W
 3 City Ashtabula Ohio, Zip Code 44004
 4 Permanent Parcel No. 480150000900 and further described as being: _____
 5 34 & 35

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, all garage door controllers; and all permanently attached carpeting.

11 The following selected items shall also remain:

- 12 range and oven; microwave; kitchen refrigerator; dishwasher; washer; dryer; window air conditioner;
 13 central air conditioning; gas grill; fireplace tool(s); screen(s); glass door(s); grate(s); satellite dish;
 14 all existing window treatments; ceiling fan(s); wood burner; stove inserts; gas logs; water softener
 15 radiator covers; security system; sump pump.

16 **Fixtures ALSO included:** _____
17 _____

18 **Fixtures NOT included:** _____
19 _____

20 **SECONDARY OFFER:** This is is not a secondary offer. If this is a secondary offer, it will become a primary offer
 21 immediately upon BUYER'S receipt from SELLER, on or before NA _____ [Date], of a copy of the
 22 signed release of the primary offer. If BUYER does not receive a copy of the signed release by such Date then
 23 thereafter, either BUYER or SELLER may terminate this secondary offer by written notice delivered to the other.
 24 BUYER shall deposit the earnest money described in this offer within four (4) days of this offer becoming the primary
 25 offer -or- as indicated below on lines 27-31.

26 **PRICE:** BUYER shall pay the sum of \$ 135,000

10/13/23
 12:20 PM EDT
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27 **Earnest Money:** Made Payable to: Per Line 64 "TITLE COMPANY"
 28 in the form of a check wire note. Note shall be redeemed immediately
 29 upon resolution of any issues addressed in lines 129-175 of this contract,
 30 and all monies deposited in an escrow/trust account are to be
 31 credited against the purchase price \$ 5000.00
 32 Balance of cash to be deposited in escrow \$ TBD by Lender
 33 Mortgage loan to be obtained by BUYER \$ TBD by Lender

34 **SELLER to Credit BUYER:** \$ 0.00 towards Closing Costs, Points and or Pre-Paid through Escrow at Closing.

35 **TYPE OF FINANCING:** Conventional FHA VA USDA CASH Other _____

36 _____
 37 _____
 38 _____
 39 _____

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 BUYER'S INITIALS

RESIDENTIAL PURCHASE AGREEMENT

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 SELLER'S INITIALS



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Property Address: 5055 N Ridge Rd W, Ashtabula, OH 44004

40 **LOAN CONTINGENCY:** This Purchase Agreement is is not contingent upon the BUYER being able to procure
41 from a bank, savings and loan association, credit union, mortgage loan broker or other suitable lending institution, a
42 new first mortgage loan to BUYER'S satisfaction. The BUYER shall apply for the loan within seven (7) days after the
43 execution of this Agreement by both parties. BUYER shall use good faith and best efforts to obtain a written
44 mortgage loan commitment. If the written mortgage loan commitment cannot be obtained and delivered to
45 SELLER on or before forty-five (45) days after the execution of this Agreement by both parties, or if, within such
46 forty-five (45) day time period, BUYER has not waived this loan contingency in a writing timely delivered to SELLER,
47 this Agreement shall be null and void and shall terminate. Upon termination, the earnest money and any other funds
48 and instruments deposited by either party shall be returned to the party who deposited them. Upon termination, neither
49 party shall have any further liability to the other or to the Broker and their agents.

50 **CLOSING:** All funds and documents necessary for the completion of this transaction shall be placed in escrow with the
51 lending institution or escrow company on or before 11/15/2023 and deed shall be
52 recorded on or about 11/16/2023

53 **POSSESSION:** SELLER shall deliver possession to BUYER of the property on Title Transfer or within 0 days by
54 5 (time) AM PM, After the deed has been recorded. Subject to BUYER's rights, if any, the premises may be
55 occupied by the SELLER free for NA days. Additional NA days at a rate of \$NA per day.
56 Insurance coverage and payment and collection of fees for use and occupancy after recording of deed are the sole
57 responsibility of SELLER and BUYER.

58 **TITLE:** SELLER shall convey a marketable title to BUYER by general warranty deed and/or fiduciary deed, if required,
59 with dower rights released, free and clear of all liens and encumbrances what so ever, except a) any mortgage
60 assumed by BUYER, b) such restrictions, conditions, easements (however created) and encroachments as do not
61 materially adversely affect the use or value of the property, c) zoning ordinances, if any, d) all coal, oil, gas and other
62 mineral rights and interests previously transferred or reserved of record and e) taxes and assessments, both general
63 and special, not yet due and payable. SELLER shall furnish an *ALTA Owner's Policy of Title Insurance*, or *ALTA*
64 *Homeowners Policy*, if available, from Chicago Title/ACT [CHOOSE TITLE COMPANY]
65 in the amount of the purchase price with cost of the insuring premium split equally
66 Between SELLER and BUYER. SELLER shall have thirty (30) days after notice to remove title defects. If unable to do
67 so, BUYER may either a) accept Title subject to each defect without any reduction in the purchase price or
68 b) terminate this agreement, in which case neither BUYER, SELLER nor any broker shall have any further liability
69 to each other, and both BUYER and SELLER agree to sign a *mutual release*, releasing earnest money to BUYER.

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



BUYER'S INITIALS

RESIDENTIAL PURCHASE AGREEMENT



INITIALS



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90 **ESCROW AGENT APPOINTMENT:** The escrow agent for this transaction shall be as per Line 64 of this Purchase Agreement.
91 The parties agree to execute any conditions of acceptance of escrow as requested by the Escrow Agent which are
92 not in material conflict with this Agreement, and such further documents, affidavits or the like as are reasonably
93 necessary to complete this Agreement.

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

96 **SELLER** shall pay the following costs through escrow: a) cost of deed preparation, b) real estate conveyance fee and
97 transfer tax, c) the cost of releasing of record and discharging any mortgage, lien or encumbrance necessary to convey
98 the title as required by this Agreement, d) the cost of the title exam and one half the cost of insuring premium for ALTA
99 Owners Policy of Title Insurance, or ALTA Homeowner's Policy, if available, e) prorations due BUYER, f) Brokers
100 commissions, including any percentage of the total sale price plus any additional dollar amount due from SELLER;
101 including buyer's brokerage commission of \$425 to CENTURY 21 Asa Cox Homes, if VA or FHA regulations prohibit
102 payment from buyer. g) one-half of the escrow fee, unless VA/FHA regulations prohibit payment of escrow fees by
103 BUYER, in which case, SELLER shall pay the entire escrow fee, h) SELLER fee of \$275.00 payable to CENTURY 21 Asa Cox
104 Homes only if SELLER is represented by CENTURY 21 Asa Cox Homes, and, i) Tenant security deposits, if any, shall be
105 credited to the BUYER. The Escrow Agent shall withhold \$220.00, from SELLER proceeds for payment of
106 SELLER'S final water and sewer bills. SELLER shall pay directly, outside of escrow, all utility charges to date of recording
107 of deed or to date of possession, whichever is later.

108 **BUYER** shall pay the following costs through escrow (unless prohibited by VA/FHA regulations): a) one-half of the
109 Escrow fee, b) one-half the cost of insuring premiums for ALTA Owner's Policy of Title Insurance, or ALTA Homeowners
110 Policy, if available, c) all recording fees for the deed and any mortgage, d) Note: Buyer's Agent Commission is
111 comprised of two components: 1) the cooperative compensation payable from the listing brokerage and or seller; and
112 2). BUYER fee of \$425.00 paid to CENTURY 21 Asa Cox Homes through Escrow. e) other NA

113 **FINAL CLOSING DISCLOSURE:** If requested, by Broker, the SELLER(S) and BUYER(S) hereby authorize and instruct the Escrow
114 Agent to send a copy of their fully signed TRID Closing Disclosure to their respective Broker(s) listed on this Agreement
115 promptly after closing.

116 **LIMITED HOME WARRANTY:** BUYER acknowledges that Limited Home Warranty Insurance Policies are available and that
117 such policies have deductibles, may not cover pre-existing defects in the property, and have items excluded from
118 coverage. Brokers may or may not receive fee compensation from the home warranty provider.

119 BUYER does does not elect to secure a Limited Home Warranty Plan issued by CINCH.
120 The home warranty cost of \$572.00 shall be paid by BUYER SELLER through escrow.

121 **EARNEST MONEY:** Ohio law requires earnest money deposits in excess of \$10,000 to be conveyed via wire transfer and
122 deposited to the escrow agent. In the event of a dispute between the SELLER and BUYER regarding the disbursement of
123 the earnest money in the Broker's trust account, the Broker is required by the Ohio Law to maintain such funds in a trust
124 account until the Broker receives: (a) written instructions signed by the parties specifying how the earnest money is to be
125 disbursed, or (b) a final court order that specified to whom the earnest money is to be awarded. If within two years from
126 the date that earnest money was deposited, and the parties have not provided the Broker with such signed instructions
127 or written notice that such legal action to resolve the dispute has been filed, the Broker shall return the earnest money to
128 the purchaser with no further notice to the Seller.

129 **BUYERS DUE DILIGENCE AND INSPECTIONS:** This agreement shall be subject to the following inspections(s) by a qualified
130 inspector of BUYER'S choice within the specified number of days from acceptance of binding agreement. BUYER assumes
131 sole responsibility to select and retain a qualified inspector for each requested inspection and releases Broker of any and
132 all liability regarding the selection or retention of the inspector(s). If BUYER does not elect inspections, BUYER
133 acknowledges that BUYER is acting against the advice of BUYER'S agent and Broker. BUYER understands that all
134 real property and improvements may contain defects and conditions that are not readily apparent and which may
135 affect a property's use or value. BUYER and SELLER agree that the Broker(s) and their agent(s) do not guarantee and in
136 no way assume responsibility for the property's condition. BUYER acknowledges that it is BUYER's own duty to exercise
137 reasonable care to inspect and make diligent inquiry of the SELLER or BUYER'S inspectors regarding the condition and
138 systems of the property. Inspections required by any state, county, local government or FHA/VA do not necessarily
139 eliminate the need for the Inspections listed below.


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BUYER'S INITIALS

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SELLER'S INITIALS



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140 **Waiver:**  (BUYER INITIALS) BUYER elects to waive each professional inspection to which BUYER has not
141 indicated "yes". Any failure by BUYER to perform any inspection indicated "yes" herein is a waiver of such inspection and
142 shall be deemed absolute acceptance of the property by BUYER in its "as is" condition. It is strongly recommended that
143 the Buyer have the Property Professionally Inspected.

| CHOICE | INSPECTIONS | | EXPENSE | |
|--------|-------------------------------------|-------------------------------------|--|--|
| | | | BUYER | SELLER |
| 144 | Yes | No | | |
| 145 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | GENERAL HOME 10 days from acceptance of Agreement | <input checked="" type="checkbox"/> <input type="checkbox"/> |
| 146 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | SEPTIC SYSTEM days from acceptance of Agreement SEPTIC TO BE INSPECTED BY: <input type="checkbox"/> COUNTY HEALTH DEPT. <input type="checkbox"/> PRIVATE <input type="checkbox"/> TBD | <input type="checkbox"/> <input type="checkbox"/> |
| 147 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | WELL WATER days from acceptance of Agreement → <input type="checkbox"/> Flow <input type="checkbox"/> Potability/Bacteria <input type="checkbox"/> TBD WELL TO BE INSPECTED BY: <input type="checkbox"/> COUNTY HEALTH DEPT. <input type="checkbox"/> PRIVATE <input type="checkbox"/> TBD | <input type="checkbox"/> <input type="checkbox"/> |
| 148 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | RADON..... days from acceptance of Agreement | <input type="checkbox"/> <input type="checkbox"/> |
| 149 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | MOLD..... days from acceptance of Agreement | <input type="checkbox"/> <input type="checkbox"/> |
| 150 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | PEST/WDI..... days from acceptance of Agreement | <input type="checkbox"/> <input type="checkbox"/> |
| 151 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | CITY POINT OF SALE .. days from acceptance of Agreement | <input type="checkbox"/> <input type="checkbox"/> |
| 152 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | OTHER INSPECTIONS... 20 days from acceptance of Agreement [AS RECOMMENDED BY INSPECTOR] | <input checked="" type="checkbox"/> <input type="checkbox"/> |

153 Within three (3) days after completion of the last inspection, BUYER shall elect one of the following:

154 **a. Remove the inspection contingency and accept the property in its "as is" present physical condition.** If
155 the property is accepted in its "as is" present physical condition, BUYER agrees to sign an *Amendment to the*
156 *Residential Purchase Agreement* removing the inspection contingency and this agreement will proceed in full
157 force and effect: **OR**

158 **b. Accept the property subject to SELLER agreeing to have specific items that were identified in a written**
159 **inspection report, if requested, repaired by a qualified contractor in a professional manner at SELLER'S**
160 **expense.** If the property is accepted subject to the SELLER repairing specific defects, BUYER agrees to
161 provide SELLER with a copy of all inspection reports, if requested, and sign an *Amendment to the Residential*
162 *Purchase Agreement* removing the inspection contingency and identifying the defects which are to be repaired.
163 SELLER and BUYER have five (5) days from SELLER's receipt of the written list of defects and the inspection
164 report(s), if requested, to agree in writing which defects, if any, will be corrected at SELLER'S expense. If a
165 written agreement is not signed by SELLER and BUYER within those five(5) days, this agreement is null and
166 void and SELLER and BUYER agree to sign a *mutual release*, with the earnest money being returned to the
167 BUYER . The BUYER and SELLER can mutually agree in writing to extend the dates for inspections,
168 repairs, or to exercise their right to terminate the Agreement. SELLER agrees to provide reasonable
169 access to the property for BUYER to review and approve any conditions corrected by SELLER: **OR**

170 **c. Terminate this agreement** if written inspection report(s) identify material latent defects not previously disclosed
171 in writing by the SELLER and/or any cooperating real estate broker. If BUYER elects to terminate this
172 agreement based upon newly discovered material latent defects in the property, BUYER agrees to provide a
173 copy of the written inspection report(s), if requested, to the SELLER, and both parties agree to sign a *mutual*
174 *release*. The earnest money will be returned to the BUYER without any further liability of either party to the
175 other or to the Broker(s).

176 **POINT OF SALE, COUNTY AND MUNICIPAL INSPECTIONS, BUILDING AND CODE:** SELLER shall at SELLERS expense order and
177 have performed every required inspection by all government entities, including without limitation municipal and county
178 point of sale ordinances and promptly provide BUYER the written reports, certifications or any other required material
179 issued as a result of all such inspections. SELLER shall be responsible for correction of all items delineated on said reports
180 prior to title transfer and provide written notice of compliance to BUYER, Escrow Agent and any other parties required
181 before walk through of the property, as outlined herein. If all repairs and upgrades required for compliance cannot be
182 completed before walk through, the parties may agree to have funds held in escrow as may be required by any
183 government entity, mortgage lender or by agreement of the parties. SELLER shall promptly provide BUYER with copies of
184 any notices received from governmental agencies to inspect or correct any current building code, safety or health
185 violations and all point of sale reports.

186 **MEGAN'S LAW:** SELLER warrants that SELLER has disclosed to BUYER all notices received pursuant to Ohio's sex

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BUYER'S INITIALS

RESIDENTIAL PURCHASE AGREEMENT

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SELLER'S INITIALS



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187 Offender law. The BUYER acknowledges that the information disclosed may no longer be accurate and agrees to
188 inquire with the local sheriff's office. BUYER agrees to assume the responsibility to check with the local sheriff's
189 office for additional information. BUYER will rely on BUYER'S own inquiry with the local sheriff's office as to registered
190 sex offenders in the area and will not rely on SELLER or any real estate agent involved in the transaction to
191 determine if a sex offender resides in the area of any property BUYER may purchase.

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

199 BUYER acknowledges receipt of completed *Residential Property Disclosure Form* from SELLER.
200 BUYER has not received *Residential Property Disclosure Form* and SELLER agrees to deliver to BUYER a copy
201 of the completed *Residential Property Disclosure Form* within three (3) days after acceptance unless the sale of the
202 property is exempt by Ohio Revised Code 5302.30 from the use of the form.
203 SELLER shall pay all costs for the repair of any gas line leak found between the street and foundation at the time of
204 recording of deed, or restoration of utilities, whichever is sooner. SELLER agrees to comply with any and all local
205 governmental point of sale laws and/or ordinances. SELLER will promptly provide BUYER with copies of any notices
206 received from governmental agencies to inspect or correct any current building code or health violations. If
207 applicable, BUYER and SELLER have five (5) days after receipt by BUYER of all notices to agree in writing which party
208 will be responsible for the correction of any building code or health violation(s). If BUYER and SELLER cannot agree
209 in writing, this Agreement can be declared null and void by either party. In that event SELLER and BUYER agree to
210 sign a *mutual release* with instruction to the Broker on disbursement of the earnest money.

211 **REPRESENTATIONS AND DISCLAIMERS:** BUYER acknowledges that the SELLER completed the *Residential*
212 *Property Disclosure Form* unless otherwise stated above and SELLER has not made any representations or
213 warranties, either expressed or implied, regarding the property, (except for the *Ohio Residential Property Disclosure*
214 *Form*, if applicable), and agrees to hold the Brokers and their agents harmless from any misstatements or errors made
215 by the SELLER on the form. BUYER also acknowledges and agrees that the Brokers and their agents have no
216 obligation to verify or investigate the information provided by the SELLER on that form. BUYER hereby acknowledges
217 that any representation by SELLER or the real estate agent(s) regarding the square footage of the rooms,
218 structures, or lot dimensions, homeowners fees, public and private assessments, utility bills, taxes and special
219 assessments are approximate and not guaranteed. Please list any and all verbal representations made by Brokers or
220 their agents that you relied upon when purchasing this property (if none, write "**NONE**");
221 none

222 **REFERRALS TO THIRD PARTIES:** Broker does not promote, insure or endorse the referral or recommendation of any
223 independent business, activities, or service by any of its agents. It is the sole and exclusive choice of the BUYER to retain
224 any independent service provided relating to the sale of the Property.

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

231 **WALK THROUGH:** BUYER and SELLER agree that the BUYER will be given an opportunity to walk through the Property on or
232 about 1-3 days prior to the date of title transfer solely for the purpose of verifying that the Property is in the same or similar
233 condition, absent normal wear and tear, as at the time of execution of the Agreement. SELLER agrees to leave the home
234 free of Seller Debris and in Broom-Swept Condition. BUYER acknowledges and agrees that no issues may be raised at the
235 time of the walk-through with respect to any condition of the Property that was in existence at the time of the Buyers
236 previous viewing of the Property or having been resolved and agreed to in a previous addendum to the Agreement. In
237 the event that the walk-through evidences a material adverse change in the condition of the Property, the BUYER shall

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BUYER'S INITIALS

RESIDENTIAL PURCHASE AGREEMENT

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238 notify the SELLER and the escrow agent in writing. Thereafter, the parties shall mutually agree, in writing to: (1) a monetary
239 amount to be held in escrow from the SELLER'S proceeds pending correction of the material adverse change; or (2) an
240 amount to be credited to the BUYER through escrow at the time of title transfer; or (3) to have the SELLER at the SELLERS
241 expense, correct the material adverse change, specially identified by the BUYER prior to title transfer; or (4) void the
242 Agreement and the BUYERS earnest money to be returned as stated in the Agreement.

243 **ELECTRONIC SECURITY DATA:** Broker, it's agents and employees will never ask any party to wire funds or request personal
244 financial data. including without limitation credit or debit card or bank account numbers. The parties agree to
245 independently confirm any communication instructions, including requests for financial information or transfer or deposit
246 of funds, directly with the Escrow Agent identified herein. The parties hereby release all Brokers and agents involved in this
247 transaction from any and all claims, damages, and causes of action related to any unlawful electronic data security
248 access by a third party.

249 **TILA-RESPA INTEGRATED DISCLOSURE ACT:** Notwithstanding anything contained in this Agreement to the contrary, Buyer
250 and Seller acknowledge and agree that some of the dates contained in the Agreement (including but not limited to the
251 loan commitment date and the date of closing) may be delayed due to the duty of the Buyer and Buyer's lender to
252 comply with the TILA-RESPA Integrated Disclosure Act (TRID), the affected dates in this Agreement shall be automatically
253 extended through the dates upon compliance with TRID is achieved. At all times, Buyer shall exercise diligence in
254 complying with its obligations under TRID. Buyer and Buyer's agent shall immediately notify Seller and Seller's agent with
255 respect to any delay and/or change in date which could occur as soon as the same becomes apparent to either party.

256 **ADDENDA:** The additional terms and conditions in the attached addenda:

- 257 Agency Disclosure Form; Residential Property Disclosure; VA Addendum; FHA Addendum;
- 258 Home Inspection Notice; Secondary Offer; Condominium Addendum; Short Sale Addendum;
- 259 House Sale Contingency; House Sale Concurrency; Lead Based Paint (required if built before 1978);
- 260 Homeowners Association Addendum, Decs & Bylaws; Affiliated Business Arrangement Disclosure Statement;
- 261 Fuel Addendum; Addendum " _ _____ ";
- 262 Other _____ ; are made part of this Agreement.

263 **THE TERMS AND CONDITIONS OF ANY ADDENDA WILL SUPERSEDE ANY CONFLICTING TERMS IN THE PURCHASE AGREEMENT.**

264 **DURATION OF OFFER:** This offer shall be open for acceptance until 10/13/2023 at 11:59 AM PM.

265 **ADDITIONAL OFFER TERMS:** _____

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270 **BINDING AGREEMENT:** Upon written acceptance, then either written or verbal notice of such acceptance to the last-
271 offering party, this offer and any addenda listed above shall become a legally binding agreement upon BUYER and
272 SELLER and their heirs, executors, administrators and assigns and shall represent the entire understanding of the
273 parties regarding this transaction. All counter-offers, amendments, changes or deletions to this Agreement shall be in
274 writing and being signed/initiated by both BUYER and SELLER. Facsimile, scanned, e-mailed and electronic signatures
275 shall be deemed binding and valid. This Agreement shall be used as escrow instructions subject to the Escrow Agent's
276 usual conditions of acceptance. If there is any conflict between the escrow's conditions of acceptance and this
277 Agreement, the terms of this Agreement shall prevail. For purposes of this Agreement, "days" shall be defined as
278 calendar days. SELLER and BUYER acknowledge and agree that brokers and agents may provide real estate services only
279 and thus the parties agree to consult with independent professionals for legal, law, tax, inspections, engineering or other
280 types of advice. The parties agree that they have carefully read and understand this agreement and they are executing
281 it with the intent to be legally bound.



BUYER'S INITIALS

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SELLER'S INITIALS



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282 **BUYER** Matthew S. Kish Address _____

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283 Print Name Matthew Kish

284 **BUYER** _____ Date _____ Phone 330-752-1404

285 Print Name _____ Email mkish91@gmail.com

286 **ACCEPTANCE:** SELLER accepts the above offer and irrevocably instructs Escrow Agent to pay from SELLER's
287 Escrow funds a commission of 2.5 % (Percent)
288 of the purchase price to CENTURY 21 Asa Cox Homes (Selling Broker) 2709 N Ridge Rd, Painesville, OH 44077
289 (Office) and per listing agreement % (Percent) of the
290 purchase price to BHHS Professional Realty (Listing Broker) BHHS Professional Realty (Office).

291 **SELLER** _____ Address _____

292 Print Name This Too Realities LLC; Joyce Humphrey

293 **SELLER** _____ Date _____ Phone _____

294 Print Name _____ Email _____

295 **REAL ESTATE AGENT AND REAL ESTATE BROKERAGE CONTACT INFORMATION:**

296 **Selling Agent Name:** Jessie Keener / Asa Cox

297 Selling Agent Telephone #: 4407255620 / 440.479.3100

298 Selling Agent License #: 2020000238 / 383918

299 **Selling Brokerage Name:** Century 21 Asa Cox Homes

300 Selling Brokerage Address: 2709 North Ridge Rd Painesville, OH 44077

301 Selling Brokerage Telephone #: 440.639.0002

302 Selling Brokerage License #: 9211

303 **Listing Agent Name:** Alexis D. Newsome

304 Listing Agent Telephone #: (440) 983-7073

305 Listing Agent License #: 2022005398

306 **Listing Brokerage Name:** BHHS Professional Realty

307 Listing Brokerage Address: 3120 Market Place Dr, Suite C, Ashtabula, OH 44004

308 Listing Brokerage Telephone #: (440) 998-4663

309 Listing Brokerage License #: 9390

MSK
10/11/23
3:43 PM EDT
dotloop verified

BUYER'S INITIALS

RESIDENTIAL PURCHASE AGREEMENT

JH
10/13/23
12:20 PM EDT
dotloop verified

SELLER'S INITIALS



Each Office is Independently Owned and Operated