

Rec'd @ 1302 Hearing  
4/30/26 Sg

**AGREEMENT FOR PURCHASE OF REAL ESTATE**

THIS AGREEMENT, made and entered into at Ashtabula, Ohio, this 15<sup>th</sup> day of April, 2025, by and between **ESTATE OF STEVEN J. TUTTLE**, "Seller," whether one or more than one; and **ANDREW BLANK and JENNIFER BLANK**, "Purchaser," whether one or more than one;

**WITNESSETH:**

THAT the Seller, for and in consideration of the sum of **Four Hundred Twenty-Five Thousand Dollars (\$425,000)**, to be paid by Purchaser as hereinafter provided, hereby agrees to transfer, sell and convey to Purchaser, his heirs and assigns forever, by good and sufficient Executor/Warranty Deed, the following real estate ("Property"):

3945 Austinburg Rd., Ashtabula, OH, PPN: 42-008-00-135-00 (15.31 acres) and PPN: 48-012-00-010-00 (8 acres) and as further described on Exhibit "A" hereon attached including all mineral rights and royalties.

And Purchaser, for himself and his heirs and assigns, do hereby agree to purchase and pay Sellers, for the Property, the sum of Four Hundred Twenty-Five Thousand Dollars (\$425,000), payable as follows:

- (1) The sum of Five Thousand Dollars (\$5,000) as a non-refundable down payment (receipt of which is hereby acknowledged);
- (2) The remaining principal balance of Four Hundred Twenty Thousand Dollars (\$420,000) shall be paid within sixty (60) days of the signing of this Agreement;
- (3) Title Professionals Group shall act as the Escrow Agent, and all funds and documents shall be placed in escrow on June 2, 2025. BRETMAR LTD, (Bret Cimorell) has a business relationship with Venture Land Title Agency, LLC. BRETMAR, LTD (Bret Cimorell) is an equity owner of Venture Land Title Investors IV, LLC. Venture Land Title Investors, IV, LLC owns 49% of Venture Land Title Agency, LLC which has a business relationship with Title Professionals Group.

It is further agreed by the parties as follows:

- (1) Title Evidence. Seller to give good and sufficient Deed of Executor to the Property free from all encumbrances, except restrictions of record, zoning ordinances, if any, and a life estate in favor of Seller.

- (2) Real Estate Tax Pro-Ration. Seller shall pay all delinquent taxes and assessments, including penalties and interest, and all other real estate taxes and assessments, pro-rated to the Closing date, and computed, if undetermined, on the basis of the last available tax rate and valuation. After said closing date, Buyer shall assume and pay the balance due on all assessments.
- (3) Closing Date. The transaction under this Agreement will be closed on or before June 2, 2025.
- (4) Inspection. Purchaser acknowledges they have inspected the Property and accepts same in "AS-IS" condition.
- (5) Possession. Possession of the Property will be given to Purchaser on or about June 2, 2025.
- (5) Fire Damage. If any property or structures covered by this Agreement shall be substantially damaged or destroyed by fire or other cause between the date this offer is accepted and the date this transaction is closed, the Purchaser thereof may elect (1) to proceed with the transaction, in which event the Purchaser shall be entitled to all insurance money up to the purchase price. The balance shall be payable to the Seller under any and all policies of insurance covering the property so damaged or destroyed, or (2) to rescind the contract, in which event all parties hereto shall be released from all liability hereto. If Purchaser elects to rescind the contract, they shall notify the Seller within ten (10) days after receipt of written notice from Seller of such damage or destruction. Failure by Purchaser to so notify the Seller of rescission shall constitute an election to proceed with the transaction.
- (6) Residential Property Disclosure Exemption Form. Attached hereto and incorporated herein as a part of this agreement is a form entitled Disclosure Information on Lead-based Paint and Lead-based Paint Hazards, which includes Lead Warning Statement, Seller's Disclosure, Purchaser's and Agent's Acknowledgment, Election/Waiver of Lead-based Paint Inspection Contingency, and Certification of Accuracy.
- (7) Broker. The parties hereto represent and warrant that they have not dealt with any realtor, broker, consultant or like agent who might be entitled to any compensation to the transaction contemplated and hereby agree to indemnify and hold harmless each other and their successors and assigns from and against any and all claims, losses, liabilities and expenses arising out of claim by an realtor, broker, consultant or like agent by whom any party may have negotiated or dealt.
- (8) Seller's Closing Costs. Seller shall be responsible for and pay the following costs incurred in this transaction:
- (a) One-Half Premium for Policy of Title Insurance;
  - (b) One-Half County Conveyance Tax;

- (c) One-Half Escrow Fee;
- (d) One-Half Title Search;
- (e) One-Half Transfer tax;
- (f) One-Half Recording Fees;
- (g) Attorney fees to Ma, Attorney for Seller.

(9) Purchaser's Closing Costs. Purchaser shall be responsible for and pay the following costs incurred in this transaction:

- (a) One-Half Premium for Policy of Title Insurance;
- (b) One-Half Escrow Fee;
- (c) Title Commitment;
- (d) One-Half Title Search;
- (e) One-Half Transfer Tax;
- (f) One-Half Recording Fees; and
- (g) Attorney fees to Bret J. Cimorell, Attorney for Purchaser.

(10) Parties Bound and Benefitted. The Agreement shall bind and benefit the parties hereto and its respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands, the day and year first above written.

**SELLER:**

James S Barchok  
 Estate of Steven J. Tuttle  
 By: James Barchok, Executor

Address: 1519 Seneca St

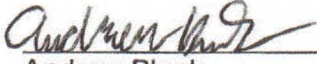
Madison Oh

Date: 7/1/25

Phone: 440 428 5550

Email: Jim616@hotmail.com

**PURCHASER:**

  
Andrew Blank

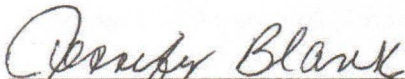
Address: 3943 Austinburg Rd.

Ashtabula, OH 44004

Date: 4-1-20

Phone: 440-813-2516

Email: andy-blank@msn.com

  
Jennifer Blank

Address: 3943 Austinburg rd

Ashtabula, OH 44004

Date: 3/5/25

Phone: (440) 855-1898

Email: jenn-solter@yahoo.com

## EXHIBIT "A"

Situated in Plymouth and Saybrook Townships, County of Ashtabula, and State of Ohio:

### Tract #1:

And known as being a part of Lot No. 33 in said township, Plymouth, and bounded and described as follows, to wit: Beginning at a point in the center of the Austinburg Road, so called, where the south line of Ashtabula Township intersects with the center of the said Austinburg Road, so called, thence westerly about 1639.3 feet to a point on the east line of Saybrook Township; Thence southerly along the east line of Saybrook Township about 662.2 feet to an iron pin to the lands now or formerly owned by one L. E. Strong. Thence easterly along the north line of lands now or formerly owned by the said L. E. Strong about 665.2 feet to an iron pin to the lands now owned by J. R. Bixby and formerly owned by Simon D. Comings and others; Thence northerly about 402.2 feet along the west line of the lands now owned by J. M. Bixby to an iron pin; thence easterly along the north line of lands of said J. M. Bixby about 903.6 feet to the center of the Austinburg Road, so called; thence northerly along the center of the Austinburg Road, so called; thence northerly along the center of Austinburg Road, so called, about 264 feet to the place of beginning. Containing therein about 15.8 acres of land, be the same more or less but subject to all legal highways; being the same conveyed to Simon D. Comings by Rock T. Comings and Matilda Comings, his wife, by deed recorded Volume 212 at page 343 of Ashtabula County Records of Deeds; being a part of the premises deeded to Simon D. Comings and Rock T. Comings by D. F. Comings and Addie A. Comings, husband and wife, dated November 1, 1920 and recorded in Volume 249, at page 294, Ashtabula County Records of Deeds; being a part of the same premises as described in tract one of said deed, save and except an eight acre parcel of land lying in the south east corner of said tract now or formerly owned by J. M. Bixby.

### Tract #2:

Situated in the township of Saybrook, County of Ashtabula and State of Ohio and bounded as follows, to wit: On the east by the township line, south by lands of L. E. Strong, formerly owned by Mrs. Warrous, and on the north and west by lands of William Wagner, formerly owned by Ashel Benhan, containing eight acres of land be the same more or less but subject to all legal highways.

The above two tracts of land being a part of that portion of land lying west of the center of the Austinburg Road contained in a conveyance of land to one D. F. Comings by one W. E. Comings by deed dated September 23, 1913 and recorded in Ashtabula County Records of Deeds Volume 210, page 540. Also, being the same premises deeded to John M. Seymour by Simon D. Comings by deed dated May 31, 1929 and recorded in Ashtabula County Records of Deeds June 7, 1929, Vol. 306, page 490, be the same more or less but subject to all legal highways.

### EXCEPTING THEREFROM THE FOLLOWING:

And known as being part of the original Plymouth Township Lot No. 33 and is further bounded and described as follows:

Beginning at a point in the centerline of Ashtabula – Austinburg Road (66 feet wide) said point also being located 61.03 feet northerly (measured along centerline of said road) of the northeast

corner of land conveyed to the East Ohio Gas Company by deed recorded in Volume 662, page 325 of Ashtabula County Records of Deeds. Thence North 86' 33" west (passing through an iron pin set at 22.57 feet) a total distance of 300.00 feet to an iron pin; thence north 13' 59" east a distance of 101.71 feet to an iron pin; thence south 86' 33" east (passing through an iron pin set at 266.43 feet) a total distance of 300 feet to a point; thence 13' 59" west a distance of 101.71 feet to the place of beginning and containing 69/100 acres of land, be the same more or less, but subject to all legal highways.

PPN: PPN: 42-008-00-135-00 and PPN: 48-012-00-010-00

This instrument prepared by:  
Attorney Bret J. Cimorell  
P.O. Box 2259  
Ashtabula, OH 44005-2259  
(440) 992-6067