

A G R E E M E N T

THIS AGREEMENT is made and entered into at _____, Ohio, on the _____ day of _____, _____, by and between _____, of _____, hereinafter referred to as "Seller", and _____ of _____, Ohio, hereinafter referred to as "Buyer".

1. SALE PRICE. Seller agrees to sell, and Buyer agrees to purchase the premises known as _____, as more particularly described as follows:
SEE EXHIBIT "A" ATTACHED HERETO.

TAX PARCEL NUMBER _____

together with fixtures and appurtenances thereto, and the items described below, for which the Buyer agrees to pay the total sum of _____ Dollars (\$_____).

Buyer shall pay the sum of _____ Dollars (\$_____) to Seller as an earnest money deposit, and the balance of _____ Dollars (\$_____), due and payable at closing.

Seller shall transfer with the premises all property set forth on the attached Exhibit "B". Seller shall retain from the premises all property set forth on the attached Exhibit "C".

2. CLOSING AND POSSESSION. This sale shall be closed at the offices of Buyer's lender or Heritage Union Title Co., Ltd. on or before _____. Seller shall deliver possession to the Buyer within _____ days after closing.

3. EVIDENCE OF TITLE.

Seller shall, at least five (5) days prior to closing, provide to Buyer a title insurance commitment for an owner's title policy in the amount of the purchase price, recertified to the date of closing.

Evidence of title shall show in Seller a good and marketable title to the property in fee simple, free and clear of all liens and encumbrances except: 1) zoning ordinances and building regulations; 2) those which Buyer create or otherwise assume; 3) real estate tax and assessments for the current tax period not then due and payable; 4) legal highways; and 5) leases, conditions, restrictions, easements and rights of way of record to the extent that the same will not unreasonably interfere with Buyer's contemplated use of the property. Marketable title shall be determined in accordance with the standards of the Ohio State Bar Association.

4. ALLOCATION OF CLOSING COSTS. Seller shall procure the requisite title evidence from Heritage Union Title Co., Ltd. The Cost of the Evidence of title which seller is required to provide hereunder as well as the cost of the simultaneous issue that Buyer is to provide shall be allocated as follows:

Title Search	<input type="checkbox"/> Buyer Expense	<input type="checkbox"/> Seller Expense	<input type="checkbox"/> Share Equally
Title Insurance Premium	<input type="checkbox"/> Buyer Expense	<input type="checkbox"/> Seller Expense	<input type="checkbox"/> Share Equally
Policy Commitment	<input type="checkbox"/> Buyer Expense	<input type="checkbox"/> Seller Expense	<input type="checkbox"/> Share Equally
Escrow Fee	<input type="checkbox"/> Buyer Expense	<input type="checkbox"/> Seller Expense	<input type="checkbox"/> Share Equally
Recording Fees	<input type="checkbox"/> Buyer Expense	<input type="checkbox"/> Seller Expense	<input type="checkbox"/> Share Equally
Conveyance Fee	<input type="checkbox"/> Buyer Expense	<input type="checkbox"/> Seller Expense	<input type="checkbox"/> Share Equally
Deed Preparation	<input type="checkbox"/> Buyer Expense	<input type="checkbox"/> Seller Expense	<input type="checkbox"/> Share Equally

Buyer shall, at Buyer's sole expense, provide any additional documents which Buyer's lender may require relating to title, including without limitation, the preparation of a location survey, environmental protection endorsements, variable rate endorsements or any other endorsements that Buyer's lender may require. Seller shall satisfy any applicable Internal Revenue Service regulations relating to the sale

contemplated hereby. Seller and Buyer shall execute at closing any and all written instruments relating to non-record title matters in accordance with local custom.

5. CONTINGENCY. Buyer is obtaining a loan to finance said real property. In the event that the Buyer is unable to obtain a loan on the real property, this contract shall be null and void and Buyer's earnest money deposit shall be refunded to him. In the event the Buyer's loan is denied, Buyer shall provide written rejection letter from Lender.

6. "AS IS" CONDITION. Buyer is acquiring the Premises in its and their "as is" and "with all faults" physical condition. Buyer hereby acknowledge that they have had an opportunity to inspect the premises with an expert in the field if they so choose and are entering into this Agreement based upon that expert inspection and their observations of any and all defects open to said observation or observable upon reasonable inspection.

Seller shall relinquish possession of the premises as described herein in the condition that said premises were in at the time of the execution hereof subject to normal wear and tear.

Seller has not actual knowledge of any environmental problems with the premises, including but not limited to asbestos or radon gas contamination.

7. DEED. Seller shall convey to Buyer good and marketable title in fee simple to each parcel by transferable and recordable _____ Deed (i.e. Warranty Deed, Survivorship Deed, Quit Claim Deed, Special Warranty Deed or Fiduciary Deed) , with release of dower.

8. TAXES AND ASSESSMENTS. Seller shall pay taxes and assessments to the date of delivery of deed on a pro rata basis. The proration of taxes shall be based on a three hundred sixty-five (365)-day year and the last available tax rate in valuation as shown on the County Treasurer's tax duplicate, and the amounts so computed and adjusted shall be final. Except as hereinafter set forth, Seller warrants that all assessments and all liens are shown on the County Treasurer's duplicate and that no improvements have been installed by public authority, the cost of which is to be assessed against said

premises in the future; and Seller further warrants that they have not been notified by a public authority of future improvements which would result in an assessment.

9. INSPECTIONS. This Agreement shall be subject to the following inspection(s) by a professional inspector of Buyer’s choice within ___ days from the date of this Agreement (inspection period).

<u>Inspection</u>			<u>Expense</u>	
Termite Inspection	___ Yes	_____ Waived	Buyer ___	Seller ___
Radon Inspection	___ Yes	_____ Waived	Buyer ___	Seller ___
Home Inspection	___ Yes	_____ Waived	Buyer ___	Seller ___
Septic Inspection	___ Yes	_____ Waived	Buyer ___	Seller ___
Well Water	___ Yes	_____ Waived	Buyer ___	Seller ___
Mold Inspection	___ Yes	_____ Waived	Buyer ___	Seller ___
Other _____	___ Yes	_____ Waived	Buyer ___	Seller ___

All inspections are to be performed by contractors of Buyer’s choice, regardless of which party is paying for the Inspection. Buyer is responsible to order the inspection(s). Buyer is solely responsible for the inspection(s) content and accuracy. Seller agrees to provide reasonable access to the property for any and all inspections. This agreement is contingent upon Buyer’s good faith satisfaction with the inspection results. If Buyer is not satisfied with such inspection(s), then Buyer must notify Seller in writing within the inspection period stated in this Agreement. If a resolution of the unsatisfactory condition(s) cannot be reached, then the Buyer may void this Agreement or accept the property in its “as is” condition. If Buyer voids this Agreement, the parties shall sign a mutual release and earnest monies shall be promptly returned to Buyer. If the property is accepted subject to the Seller repairing specific defects, the Buyer shall provide to Seller a written list of the required repairs and a copy of the inspection report(s) pertaining to the items requested for repairs. If Buyer does not inspect the property or does not notify

Seller within the inspection period, then any contingency pursuant to this paragraph is removed and the Buyer shall take the property in its present "as is" condition.

10. DAMAGE OR DESTRUCTION OF PROPERTY. Risk of loss to the property subject to this contract from fire or other casualty shall be borne by Seller until delivery of deed, provided that if said property is substantially damaged or destroyed by fire or other casualty prior to the closing of the transaction, Buyer shall either (1) proceed with the transaction and Buyer shall be entitled to all insurance money, if any, payable to Seller under any and all policies of insurance covering the property so damaged or destroyed, or (2) elect to rescind the contract in which event all parties hereto shall be released from all liability hereunder and the deposit, if any, paid by Buyer to Seller shall forthwith be returned. If Buyer elects to rescind the contract, they shall so notify Seller in writing within ten (10) days after Buyer has written notice of such damage or destruction. Failure by Buyer to so notify Seller shall constitute an election to proceed with the transaction.

11. LEAD BASE PAINT/RESIDENTIAL PROPERTY DISCLOSURE FORMS. The Buyer does hereby acknowledge receipt of a Lead Based Paint Disclosure form and federally approved pamphlet on lead poisoning prevention and the Residential Property Disclosure Form that have been completed and provided to them by the Seller.

12. MISCELLANEOUS. If Buyer desires a survey, Buyer shall pay for the cost thereof. If a survey is required to secure the transfer of the property, it shall be at Seller's expense _____ and/or Buyer's expense _____.

This Agreement constitutes the entire agreement between the parties and there are no representations, oral or written, relating to the property involved, or to the transaction, which have not been incorporated herein. All prior agreements, whether oral or written, are superseded by this Agreement.

This Agreement is personal, and no party shall assign or transfer his rights hereunder without the written consent of the other party or parties hereto.

Time is of the essence of all provisions of this Agreement.

EXECUTED BY US, by the parties duly authorized on the day and year first above written.

SELLER:

BUYER:

PREPARED BY:

DENNIS R. CLUNK, LTD.
2040 S. UNION AVENUE
ALLIANCE, OHIO 44601
330-823-9142

EXHIBIT "A"

LEGAL DESCRIPTION OF PREMISES

EXHIBIT "B"

LIST OF PERSONAL PROPERTY REMAINING WITH PROPERTY

EXHIBIT "C"

SEE LIST OF PERSONAL PROPERTY BEING REMOVED FROM PROPERTY