

This document was signed electronically on November 30, 2018, which may be different from its entry on the record.

IT IS SO ORDERED.

Dated: November 30, 2018



ALAN M. KOSCHIK  
U.S. Bankruptcy Judge

IN THE UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF OHIO  
EASTERN DIVISION

IN RE LOUIS A. TELERICO  
*Debtor*

CASE No. 17-50236  
CHAPTER 11  
JUDGE ALAN M. KOSCHIK

**ORDER GRANTING MOTION OF LOUIS A. TELERICO DEBTOR AND DEBTOR IN POSSESSION TO  
SELL A PARCEL OF REAL ESTATE AT 132 BRISTOL DRIVE FREE AND CLEAR OF ALL LIENS,  
CLAIMS AND ENCUMBRANCES**

Before the Court is the Motion of Louis A. Telerico Debtor and Debtor in Possession (“Debtor”) to Sell a Parcel of Real Estate Free and Clear of All Liens, Claims and Encumbrances [Doc. 172] (“Motion”). In the Motion Debtor moves the Court pursuant to 11 U.S.C. §363(f) for the sale of the estate’s interest in a vacant parcel of real property located at 132 Bristol Drive, Aurora Ohio free and clear of all liens, claims and encumbrances. A hearing on the Motion having been held before the Court on November 20, 2018 at 10:30 AM and no party in interest having opposed the Motion the Court FINDS and ORDERS as follows:

**THE COURT FINDS:**

1. The Court has jurisdiction over this Motion pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409. This is a "core" proceeding

pursuant to 28 U.S.C. § 157(b)(2)(A), (M) and (O). The statutory predicate for the relief sought herein is §363(b) and (f) of the Bankruptcy Code.

2. The Motion and Notice of the Motion was certified as being duly served according to the Bankruptcy Code and Federal Rules of Bankruptcy Procedure.
3. On February 5, 2017 the Debtor filed this bankruptcy case.
4. The Debtor has continued in possession of his property and has continued to operate and manage his businesses as debtor-in possession pursuant to §§ 1107(a) and 1108 of the Bankruptcy Code. No request has been made for the appointment of a trustee or examiner, and the United States Trustee has indicated that no official creditor committee is being formed in this case.
5. Debtor is the Trustee of the Louis A. Telerico 2010 Amended and Restated Revocable Trust Indenture dated February 1, 2010 (hereinafter referred to along with the predecessor trusts described below as the “Trust”). The Trust amended and restated the Debtor’s 2007 Amended and Restated Revocable Trust dated April 30, 2007, which itself amended and restated the Debtor’s Elaine J. Telerico Revocable Trust dated November 4, 1992. Under the 2010 Trust indenture all property of the prior trusts became property of the Trust.
6. Among the assets titled in the Trust is a house and approximately 2 acres of land at 545 Bristol Dr., Aurora Ohio, identified by permanent parcel number 03-016-00-00-173-003 and used by the Debtor as his residence (“Home”), and three adjacent parcels of land one at 132 Bristol Drive, Aurora Ohio identified by permanent parcel number 03-016-00-00-177-000 (“Bristol Parcel”) and Lot 130-A, 130-R, and 133 Glengarry Drive, Aurora, Ohio 44202 and identified by permanent parcel numbers 03-016-00-00-173-001 and 03-016-00-00-173-002

(collectively the “Glengarry Parcels” and with the Bristol Parcel the “Parcels” and both collectively with the Home, the “Real Estate”).

7. The Debtor is both the trustee and settlor of the Trust which is revocable at the Debtor’s discretion. The Bristol Parcel is therefore property of this bankruptcy estate.

8. Brad Cromes, Treasurer for Portage County Ohio (“Portage County Treasurer”) has a real estate tax lien against the Bristol Parcel in the amount of \$4,051.89 that is a first priority lien against it.

9. On or about December 4, 2009 the Debtor executed a promissory note payable to Stifel, Nicolas & Company, Inc. (“Stifel”) in the principal amount of up to \$400,000.00 (“Stifel Note”). To secure repayment of the Note on or about the same date the Trust as mortgagor gave to Stifel a deed of trust granting it a mortgage interest in the Real Estate that is a second priority lien against the Parcels although a third priority mortgage against the House (“Stifel Mortgage”).

10. On June 14, 2017, Stifel filed two proofs of claim: (i) a secured claim (the “Secured Claim”) in the amount of \$430,414.61 for amounts outstanding on the Stifel Note; secured and perfected by a deed of trust on the Real Estate, as more fully described in proof of claim number 20 and related exhibits; and (ii) an unsecured claim (the “Unsecured Claim” and, together with the Secured Claim, the “Stifel Claims”) in the amount of \$125,156.75 for amounts outstanding on a promissory note and related advanced tax payments as more fully described in proof of claim number 21 and related exhibits.

11. In a separate Motion of Louis A. Telerico Debtor and Debtor in Possession for Authority to Compromise Controversies with Stifel, Nicolas & Company, Inc. [Doc. 147] (“Compromise Motion”) the Debtor requests that the Court approve as a compromise with Stifel for \$125,000 as

described in the proposed settlement agreement attached to the Compromise Motion as Exhibit A. The proposed compromise will be paid from the net proceeds of sale of the Parcels.

12. The Debtor seeks to sell the Bristol Parcel for \$150,000.00 (“Gross Proceeds”) on the terms and conditions set forth in the offer to purchase from Craig Novak (“Buyer”) attached hereto as Exhibit A.

13. The Debtor also seeks authority to pay from the Gross Proceeds as part of the sale payment of all outstanding real estate taxes through the closing date due the Portage County Treasurer (the “Real Estate Taxes”), broker’s commission, one half the escrow fee, one half of the realty transfer tax, one-half of the Owners Fee Title Policy in the amount of the purchase price, the title examination fee and any other customary closing costs (collectively the “Closing Costs” and the remaining sum being the “Net Proceeds”), and from the Net Proceeds an amount to Stifel necessary to satisfy any remaining balance due it under the Compromise Motion.

14. Buyer has no connection to the Debtor or the Debtor’s wife Sharon Stephula. The Buyer is purchasing the Bristol Parcel in good faith.

15. The only interest superior to the Stifel Mortgage in the Bristol Parcel is the lien for real estate taxes.

16. The Bristol Parcel has been listed for sale with a broker since May 2017. The Portage County Auditor’s 2017 market appraisal is \$157,000, and his proposed fair market appraisal for the Bristol Parcel for 2018 is \$189,000.00. The Debtor had the Bristol Parcel appraised in 2017 and the value of the Bristol Parcel was \$205,000, but recent sales of vacant parcels in Barrington have been in the \$150,000 range the proposed sales price is therefore fair and reasonable for the Bristol Parcel.

17. Stifel as holder of the superior mortgage against the Bristol Parcel, consents to the sale free of its interest in accordance with the Motion and the Compromise Motion.

18. Many of the interests in the Bristol Parcel are in bona fide dispute. .
19. As the remaining interests are junior in priority to the Stifel Mortgage, the holder of any interest in the Bristol Parcel may be compelled in a legal or equitable proceeding to accept a money satisfaction of such interest.
20. Therefore the Bristol Parcel may be sold free of any interest of any other entity.

**THE COURT ORDERS:**

- A. The Debtor is hereby authorized to sell the Bristol Parcel free and clear of any interest of any entity other than the estate;
- B. The Debtor is hereby authorized and directed to disburse from the Gross Sale Proceeds at closing of the sale an amount sufficient to pay the Real Estate Taxes, the Closing Costs and any amount of the Net Proceeds to Stifel necessary to satisfy any remaining balance due it under the Compromise Motion.
- C. All other interests in the Bristol Parcel are hereby transferred to the remaining Net Proceeds to be determined by a later order of this Court, in accordance with the respective rights and priorities of the holders of any interest in the Bristol Parcel, as such right appears and is entitled to be enforced against the Bristol Parcel, the Estate or the Debtor under the Bankruptcy Code or applicable non-bankruptcy law.

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Prepared by,  
/s/ Frederic P. Schwieg, Esq.  
\_\_\_\_\_  
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Counsel for Louis A. Telerico Debtor and  
Debtor in Possession

## SERVICE

A copy of this Motion to Sell was served on the following on the date filed by Notice of Electronic Filing or email.

The following is a list of the parties who are on the list to receive e-mail notice/service for this case:

**17-50236 Notice will be electronically mailed to the U.S. Trustee, and:**

Todd A. Atkinson on behalf of Defendant Stifel Nicolaus & Company, Inc.  
tatkinson@ulmer.com

Todd A. Atkinson on behalf of Interested Party Stifel Nicolaus & Company, Inc.  
tatkinson@ulmer.com

Philip Leonard Bednar on behalf of Creditor United States of America  
philip.l.bednar@usdoj.gov, northern.taxcivil@usdoj.gov

Philip Leonard Bednar on behalf of Defendant Internal Revenue Service  
philip.l.bednar@usdoj.gov, northern.taxcivil@usdoj.gov

Bryan J. Farkas on behalf of Creditor James Mirgliotta  
bjfarkas@vorys.com, bjfarkas@vorys.com;caujczo@vorys.com;mdwalkuski@vorys.com

Bryan J. Farkas on behalf of Defendant James Mirgliotta  
bjfarkas@vorys.com, bjfarkas@vorys.com;caujczo@vorys.com;mdwalkuski@vorys.com

Scott D. Fink on behalf of Creditor Park View Federal Savings Bank  
ecfndoh@weltman.com

Scott D. Fink on behalf of Defendant Dennis Gehrisch  
ecfndoh@weltman.com

Scott D. Fink on behalf of Defendant Robert Ranallo  
ecfndoh@weltman.com

Stephen R. Franks on behalf of Creditor Bank of America NA  
amps@manleydeas.com

Stephen R. Franks on behalf of Defendant Bank of America  
amps@manleydeas.com

Bryan T. Kostura on behalf of Defendant Bank of America  
bkostura@mcglinchey.com, hhines@mcglinchey.com;jlucas@mcglinchey.com

Allison Manayan on behalf of Creditor Portage County Treasurer  
amanayan@portageco.com

Allison Manayan on behalf of Defendant Portage County Treasurer  
amanayan@portageco.com

Michael J. Occhionero on behalf of Creditor First National Bank fka Park View Federal Savings Bank  
mjocolpa@sbcglobal.net

Michael J. Occhionero on behalf of Defendant First National Bank  
mjocolpa@sbcglobal.net

James W. Sandy on behalf of Defendant Bank of America  
jsandy@mcglinchey.com, hhines@mcglinchey.com

Richard P. Schroeter, Jr on behalf of Creditor Ohio Bureau of Workers'Compensation  
rschroeter@amer-collect.com, sallman@amer-collect.com;HouliECF@aol.com;jvaughan@amer-collect.com

Richard P. Schroeter, Jr on behalf of Creditor Ohio Department Of Job & Family Services  
rschroeter@amer-collect.com, sallman@amer-collect.com;HouliECF@aol.com;jvaughan@amer-collect.com

Richard P. Schroeter, Jr on behalf of Creditor Ohio Department of Taxation  
rschroeter@amer-collect.com, sallman@amer-collect.com;HouliECF@aol.com;jvaughan@amer-collect.com

Richard P. Schroeter, Jr on behalf of Defendant Ohio Department of Taxation  
rschroeter@amer-collect.com, sallman@amer-collect.com;HouliECF@aol.com;jvaughan@amer-collect.com

Frederic P. Schweg on behalf of Attorney Frederic P. Schweg  
fschweg@schweglaw.com

Frederic P. Schweg on behalf of Debtor Louis Anthony Telerico  
fschweg@schweglaw.com

Frederic P. Schweg on behalf of Defendant Bank of America  
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Frederic P. Schweg on behalf of Defendant Dennis Gehrish  
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Frederic P. Schweg on behalf of Defendant Robert Ranallo  
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djsternberg@ameritech.net

Joshua Ryan Vaughan on behalf of Creditor Ohio Department of Taxation  
jvaughan@amer-collect.com, SAllman@AMER-COLLECT.COM;rschroeter@amer-collect.com;HouliECF@aol.com

Steven L. Wasserman on behalf of Creditor Dollar Bank, FSB  
swasserman@westonhurd.com, specek@westonhurd.com

Steven L. Wasserman on behalf of Defendant Dollar Bank  
swasserman@westonhurd.com, specek@westonhurd.com

Maria D. Giannirakis ust06 on behalf of U.S. Trustee United States Trustee  
maria.d.giannirakis@usdoj.gov

Scott R. Belhorn ust35 on behalf of U.S. Trustee United States Trustee  
Scott.R.Belhorn@usdoj.gov

Via Mail  
David Novotny  
6777 Dana Ave  
Hudson OH 44236



# AGENCY DISCLOSURE STATEMENT



The real estate agent who is providing you with this form is required to do so by Ohio law. You will not be bound to pay the agent or the agent's brokerage by merely signing this form. Instead, the purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord and the term "buyer" includes a tenant.)

Property Address: Bristol Drive, Aurora, OH 44202

Buyer(s): Craig Novak

Seller(s): Louis A. Telerico, Trustee

## I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by Leslie Kaufman, and Howard Hanna Real Estate Services  
AGENT(S) BROKERAGE

The seller will be represented by Michael Kaim & Debbie Nashmy, and BHHS Professional Partners  
AGENT(S) BROKERAGE

## II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage represent both the buyer and the seller, check the following relationship that will apply:

- Agent(s) \_\_\_\_\_ work(s) for the buyer and Agent(s) \_\_\_\_\_ work(s) for the seller. Unless personally involved in the transaction, the broker and managers will be "dual agents", which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.
- Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents and \_\_\_\_\_ will be working for both the buyer and seller as "dual agents". Dual agency is explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* \_\_\_\_\_

## III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

- Agent(s) \_\_\_\_\_ and real estate brokerage \_\_\_\_\_ will be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* \_\_\_\_\_
- represent only the (check one)  seller or  buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

### CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.

[Signature]  
BUYER/TENANT Craig Novak DATE 10/9/18

[Signature]  
SELLER/LANDLORD Louis A. Telerico, Trustee DATE 10/9/18

BUYER/TENANT **EXHIBIT A** DATE \_\_\_\_\_

SELLER/LANDLORD DATE \_\_\_\_\_



OFFER TO PURCHASE REAL ESTATE AND ACCEPTANCE VACANT LAND



A) Craig Novak ("BUYER"), having examined the following property (the "Property") and being willing to accept it in its "AS IS" CONDITION except for normal wear and tear, does hereby offer to buy the Property;

B) PROPERTY: situated in the Portage City of Aurora County of Ohio and located at Bristol Drive

Permanent Parcel or Tax ID# 03-016-00-00-177-000 The term Property includes the land in its as is condition and all appurtenant rights and easements.

C) LOT SIZE: See attached legal Description and/or plat map for dimensions and configuration.

D) PURCHASE PRICE: BUYER agrees to pay SELLER the sum of ... \$ 180,000.00 payable as follows:

- 1. Earnest money to be deposited in (check one) [X] Buyer agent's Broker Trust Account after Acceptance, as hereinafter defined, and credited against the purchase price: [ ] CHECK \$ 5,000.00
2. Remainder of BUYER'S down payment to be deposited in escrow in accordance with Section H: \$ 145,000.00 BUYER [X] will [ ] will not (CHECK ONE) meet down payment requirement in cash, without regard to the sale and/or closing of any real property.
3. Balance in the form of a mortgage loan: \$ Check appropriate: [ ] Conventional [X] Other Cash

E) FINANCING: This transaction is conditioned upon BUYER obtaining a commitment for a first mortgage loan (the "Loan") from Howard Hanna Mortgage Services or such other lending institution chosen by BUYER in the amount set forth in D(3) above, or in a lesser amount acceptable to BUYER. BUYER agrees to apply in writing for the Loan within five (5) Days, as defined in Section O, after the date of Acceptance, to cooperate fully with the lender's requests for information and to use good faith efforts to obtain the Loan. If BUYER'S loan application is neither approved nor denied within days after the date of Acceptance, then BUYER may either request a written extension or remove this contingency in writing.

If BUYER'S loan application is denied, or if SELLER refuses an extension and BUYER does not remove this contingency, then this agreement ("AGREEMENT") shall be null and void, neither BUYER, SELLER nor any REALTOR(S) involved in this transaction shall have any further liability or obligation to each other, and both BUYER and SELLER agree to sign a mutual release, whereupon the earnest money shall be returned to BUYER.

F) PRORATIONS: General taxes, annual maintenance fees, subdivision charges, special assessments, city and county charges and tenant's rents shall be prorated as of the date of the title transfer. Taxes and assessments shall be prorated based upon the latest available tax duplicate. However, if the tax duplicate is not yet available or the improved land is currently valued as land only, taxes and assessments shall be prorated based upon a reasonable estimate of the sums owed. The escrow agent is instructed to contact the local governmental taxing authority, verify the correct tax value of the property as of the date of title transfer, and pay the current taxes due to the date of the title transfer. If the property being transferred is new construction and recently completed or in the process of completion at the time the AGREEMENT is made, then the escrow agent is instructed to make a good faith estimate of the taxes to be owed on the value of the improved property to the date of title transfer and to reserve sufficient funds in escrow from SELLER'S net proceeds to pay those taxes when they become due and payable after title transfer. The escrow agent is instructed to release the balance of the funds on reserve, if any, once it receives notice from the local county auditor that the taxes on the land and improvements have been paid in full to the date of the title transfer. BUYER acknowledges that the latest available tax duplicate may not accurately reflect the amount of taxes and assessments that will be owed. SELLER agrees to reimburse BUYER directly outside of escrow for any increase in valuation and the cost of all passed or levied, but not yet certified,

taxes and assessments if any, prorated to the date of title transfer, SELLER is not aware of any proposed taxes or assessment, public or private, except the following \_\_\_\_\_

If the Property is deemed to be subject to any agricultural tax recoupment (C.A.U.V.)  BUYER  SELLER agrees to pay the amount of such recoupment.

**G) NOTICES:** SELLER warrants that SELLER has not received notice from the Sheriff or local law enforcement authorities regarding sex offenders. BUYER agrees that it is BUYER'S obligation to inquire with the local Sheriff as to the most current registration of sex offenders.

**H) CLOSING:** All documents and funds necessary to complete this transaction shall be placed in escrow with BUYER'S lending institution or a title company on or before December 6, 2018, and the Deed shall be recorded on or about but not before December 7, 2018, except that if a defect in Title appears, SELLER shall have thirty (30) days after notice from BUYER to remove such defect and, if unable to do so, BUYER may either (1) accept Title subject to such defect without any reduction in the purchase price; or (2) terminate this AGREEMENT, in which case neither BUYER, SELLER nor any REALTOR(S) shall have any further liability to each other, and both BUYER and SELLER agree to sign a mutual release, whereupon the earnest money shall be returned to BUYER.

**I) POSSESSION:** SELLER shall deliver possession to BUYER upon recording of the Deed or December 7, 2018, whichever is later. BUYER agrees to transfer utilities commencing on the date of possession.

**J) TITLE:** SELLER shall furnish a General Warranty or Fiduciary Deed with release of dower, if any, conveying the Property to BUYER or nominee free and clear of all liens and encumbrances whatsoever except (a) such encroachments and recorded restrictions, easements and conditions, including without limitation subsurface rights, which do not materially adversely affect the Property's use or value; (b) zoning ordinances, if any; and (c) taxes and assessments which are a lien on the Property but are not yet payable. BUYER is encouraged to obtain an Owner's Title Insurance Policy ("OTIP"). An OTIP is different from a lender's title insurance policy, which will not protect the BUYER from claims and challenges on the title. The SELLER and BUYER shall obtain an OTIP from Barristers of Ohio or Erie Title as agreed to by the parties.

**K) CHARGES:** SELLER shall pay the following costs through escrow: (1) the Title Search and one-half the premium for the Title Policy; (2) the amount due to discharge any lien(s) on the Property and to record cancellation thereof; (3) any governmental conveyance fee or transfer tax; (4) deed preparation; (5) the prorations due BUYER under this AGREEMENT; (6) the real estate commission described in Section Q below; and (7) one-half the escrow fee. If a defect is found in any utility main supply lines at the Property at the time of transfer of utilities, SELLER shall pay all costs for repair of same.

BUYER shall pay the following costs through escrow: (1) recording of the deed; (2) one-half the escrow fee; (3) one-half the premium for the Title Policy; (4) location survey; (5) all costs incidental to BUYER'S financing; and (6) a fee of \$265.00 to Howard Hanna for brokerage services rendered to the BUYER.

**L) VACANT LAND SELLER'S DESCRIPTION OF THE PROPERTY:** SELLER warrants SELLER has reviewed and completed the Seller's Vacant Land Description of the Property Form (the "Form") and that no additional items of disclosure have occurred since SELLER'S completion of the Form. (If additional disclosures are necessary, the parties agree that SELLER will provide written notice of the same within three (3) days from the date of Acceptance.) BUYER(S) MUST INITIAL ONE OF THE FOLLOWING:

- (1) \_\_\_\_\_ BUYER acknowledges receipt of the Form; **OR**  
 (2) W BUYER has not received the Form. SELLER agrees to deliver to BUYER a copy of a completed Form within three (3) days after Acceptance.

BUYER acknowledges that BUYER is relying upon BUYER'S own inspection and evaluation of the Property, whether performed by BUYER or BUYER'S independent inspectors or contractors, in determining the Property's condition or fitness. BUYER understands that Howard Hanna and its REALTORS® do not warrant the condition or systems of the Property or guarantee that SELLER has disclosed all defects. SELLER warrants that the Form has been completed accurately and thoroughly and agrees to notify BUYER in writing of any additional disclosure items that arise between the date of Acceptance and the date of recording the deed.

**M) (1) INSPECTIONS:** BUYER shall have professionals perform, at BUYER'S expense, the inspection(s) indicated below. BUYER or BUYER'S agent may access the Property for purposes of inspection, surveys, tests, and any other such evaluations as provided in this Agreement. A professional is a person engaged full-time for profit in the business directly related to the inspection service indicated. BUYER must indicate "yes" for each professional inspection desired and the number of Days following the date of Acceptance that BUYER has to conduct each inspection elected:

**Soil tests:**  Yes

TBD (Number of days for inspections)

BUYER shall have the right to have percolation tests, radon, and/or additional soil investigation to ascertain whether or not the Property is suitable for BUYER'S intended use. BUYER shall be responsible for any damage to the Property caused by such tests.

**Survey:**  Yes

TBD (Number of days for inspections)

If SELLER has not provided BUYER with a survey, BUYER shall have the right to have the Property surveyed by a licensed surveyor.

**Well Report:**  Yes

\_\_\_\_\_ (Number of days for inspections)

BUYER shall have the right to obtain a written well report from a licensed well drilling contractor.

**Title, Zoning, and Usage:**  Yes

\_\_\_\_\_ (Number of days for inspections)

BUYER shall have the right to order, review and approve a title commitment setting forth the condition of title to the Property. BUYER shall also have the right to review public records, including without limitation deed restrictions, the recorded plan, homeowners' association restrictions, if any, applicable ordinances, the location and availability of utilities, and water and septic requirements to determine whether or not the Property is suitable for BUYER'S intended use.

**Other:**  Yes

\_\_\_\_\_ (Number of days for inspections)

(Specify): \_\_\_\_\_

**Within three (3) days after completion of the last inspection, BUYER shall choose and perform one of the following:**

(A) Remove the inspection contingency and accept the Property in its "as is" present physical condition. If the Property is accepted in its "as is" present physical condition, then BUYER agrees to sign a "Removal of Contingency;" **OR**

(B) Accept the Property subject to SELLER'S repair by a qualified contractor of latent material defect(s), if any, not previously disclosed in writing by SELLER. BUYER agrees to provide SELLER with a copy of all inspection reports. SELLER and BUYER shall have three (3) days from SELLER'S receipt of BUYER'S written request to agree in writing which material defect(s), if any, will be corrected by SELLER. If BUYER and SELLER do not agree in writing within those three (3) days, then this AGREEMENT shall be null and void, and SELLER and BUYER agree to sign a mutual release, whereupon the earnest money will be returned to BUYER. SELLER agrees to provide reasonable access to the Property for BUYER to review any such conditions corrected by SELLER; **OR**

(C) Terminate this AGREEMENT if BUYER'S written inspection report(s) identify material defects not previously disclosed in writing by SELLER. If BUYER elects to terminate, BUYER agrees to provide a copy of the written inspection report(s) to SELLER, and both parties agree to sign a mutual release, whereupon the earnest money will be returned to BUYER.

For purposes of this AGREEMENT, "material defects" **DO NOT** include conditions disclosed to BUYER in writing by SELLER or SELLER'S agent prior to Acceptance.

**(2) WAIVER:** BUYER elects to waive each inspection to which BUYER has not indicated "YES." Any failure by BUYER to perform any inspection elected is a waiver of such inspection and shall be deemed absolute acceptance of the Property in its "AS IS" condition.

**If BUYER does not elect inspections, BUYER acknowledges that BUYER is acting against the advice of Howard Hanna and its REALTORS, and BUYER understands that all real property and improvements contain defects and conditions that are not readily apparent and which may affect a property's use or value. BUYER and SELLER agree that Howard Hanna and its REALTORS do not guarantee and in no way assume responsibility for the Property's condition.**

**(3) NO ORAL REPRESENTATIONS:** BUYER acknowledges that Howard Hanna and its REALTORS® have not made any representations, warranties, or agreements, express or implied, including any representation about the Property's condition, use, or value.

**N) ADDENDA:** The following Addenda are attached hereto and made a part hereof: **AGENCY DISCLOSURE(S); and the following, if applicable:**  Secondary Offer Addendum;  Other (as follows):

**Erie Title ABA, Addendum I, Supplemental Property Information**

**Q) BINDING AGREEMENT:** For purposes of this Agreement, "Days" shall be defined as calendar days. "Acceptance" shall occur when the latter of the parties signs this Agreement without making material change and then delivers either written or verbal notice of such signatures to the other party or the other party's agent. Upon Acceptance, this offer and all attachments and addenda, shall become an AGREEMENT binding on BUYER and SELLER, their heirs, executors, administrators, and assigns. This AGREEMENT shall be made part of or be used as the escrow instructions and shall be subject to the Escrow Agent's standard conditions of escrow not inconsistent herewith. The terms, covenants, conditions, and provisions of this AGREEMENT to be performed by SELLER shall survive delivery and recording of the Deed.

**P) EARNEST MONEY:** 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 the broker's trust account until the 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 instruction or written notice that such legal action to resolve the dispute has been filed, the broker shall return the earnest money to the purchaser with no further notice to the seller. The broker shall acknowledge receipt of the earnest money to the escrow agent who shall credit that amount to the Buyer's escrow account. Unless otherwise stated herein, the earnest money shall be retained in the broker's trust account until after title transfer at which time it shall be applied against any compensation due the broker. Any amount by which the earnest money exceeds the compensation due the broker shall be remitted to the escrow agent.

This agreement contains all terms agreed upon between BUYER and SELLER and there are no other conditions, representations, warranties, or agreements, express or implied. Facsimile signatures shall be deemed valid and binding. This is a binding contract; the parties should consult an independent professional if in need of legal or tax advice.

**HOWARD HANNA (License # 0000189163):** The undersigned Realtor hereby acknowledges receipt of earnest money check in the amount of \$5,000.00

By: *Leski Kaufman* (License # 309366) Office: Pepper Pike Phone: (216)299-3561

BUYER: *[Signature]* Address: 38814 Lochmead DR

Print name: Craig Novak 216-233-9922 Solon OH ZIP: 44139

BUYER: \_\_\_\_\_ Phone: 216-233-9922

Print name: \_\_\_\_\_ Date: 10/7/18

**Q) ACCEPTANCE:** SELLER accepts the above offer and hereby instructs the Escrow Agent to pay from SELLER'S escrow fund a brokerage commission of \$265, if the property is listed with Howard Hanna plus 3.000 % of the purchase price, to Howard Hanna, 6000 Parkland Blvd, 3rd Floor, Mayfield Heights Ohio 44124

Listing Broker: BHHS Professional P License # 9388 Listing Agent: Michael Kaim License # 430767

SELLER: *[Signature]* Address: 545 Bristol Dr Aurora Ohio 44202

Print name: Louis A. Telerico, Trustee ZIP: \_\_\_\_\_

SELLER: \_\_\_\_\_ Phone: \_\_\_\_\_

Print name: \_\_\_\_\_ Date: \_\_\_\_\_



**ADDENDUM I**

The following provisions are part of the Purchase Agreement, Offer, Receipt and Acceptance between Craig Novak (BUYER) and Louis A. Telerico, Trustee (SELLER)

for property located at Bristol Drive STREET ADDRESS MUNICIPALITY

Ohio, with offer dated October 7, 2018

**Buyer's inspections to be performed within 10 days from when Seller and/or Sellers lien holders can provide Buyer with written documentation of Sellers ability to provide clear title to the Buyer.**

**Buyer has the right to rescind their offer at any time prior to receiving written documentation of Sellers ability to provide clear title to the Buyer.**

**Seller to complete and sign the Supplemental Property Information Sheet.**

Sale price of the property is subject to court approval and would be free and clear of all liens.

*[Handwritten signature]*

BUYER: *[Handwritten signature]*  
Craig Novak

SELLER: *[Handwritten signature]*  
Louis A. Telerico, Trustee

BUYER: \_\_\_\_\_

SELLER: \_\_\_\_\_

DATE: 10/7/18

DATE: 10/9/18

Addendum I  
ARC 12/14/2011

Form 002



VACANT LAND  
SELLER'S DESCRIPTION OF THE PROPERTY



Seller's Name(s): Louis A. Telerico, Trustee

Property Address: Bristol Drive, Aurora, OH 44202

*This is a good faith statement of condition of the Property as it is known by the Seller (not the Seller's agent(s)). It is not a warranty of the Property's condition. The Buyer is advised to inspect and make diligent inquiry about the Property's condition and to hire independent professionals to assist in such an evaluation.*

1. Are the boundary lines of your parcel marked in any way?  Yes  No  Unknown  
If yes, please describe: \_\_\_\_\_
2. Do you know of any encroachments, easements, shared driveways, party walls, or similar conditions that may affect title to the Property?  Yes  No  Unknown  
If yes, please describe: \_\_\_\_\_
3. Has there ever been an environmental audit or assessment of the soil?  Yes  No  Unknown  
If yes, please describe: \_\_\_\_\_
4. Has there ever been any hazardous substances or chemicals stored or spilled on the Property?  Yes  No  Unknown  
If yes, please describe: \_\_\_\_\_
5. Has the Property been tested for radon gas?  Yes  No  Unknown  
If yes, please describe: \_\_\_\_\_
6. Are you aware of any violations of other federal or state Environmental Protection Agency rules or regulations?  Yes  No  Unknown  
If yes, please describe: \_\_\_\_\_
7. Has a percolation test been performed on the Property?  Yes  No  Unknown  
If yes, please describe: \_\_\_\_\_
8. Do you know of any flooding, drainage, or grading problems on the Property?  Yes  No  Unknown  
If yes, please describe: \_\_\_\_\_
9. Has the Property ever been designated as a wetland by any federal or state governmental agency or located on a federally designated flood plain?  Yes  No  Unknown  
If yes, please describe: \_\_\_\_\_
10. Do you know of any violations of local, state, or federal laws, building codes and/or zoning ordinances affecting the Property?  Yes  No  Unknown  
If yes, please describe: \_\_\_\_\_
11. Are there currently any subsurface rights, mineral rights, or natural oil or gas or other leases affecting the Property?  Yes  No  Unknown  
If yes, please describe: \_\_\_\_\_

12. Is the Property currently valued for agricultural use by the county auditor or subject to any Agricultural Tax Recoupments (C.A.U.V.)?  Yes  No  Unknown  
 If yes, please describe: \_\_\_\_\_

13. Do you know of any excessive settling, slippage, sliding, erosion, or other soil stability problems on the Property?  Yes  No  Unknown  
 If yes, please describe: \_\_\_\_\_

14. Are there any improvements, including utility lines, to the Property?  Yes  No  Unknown  
 If yes, please describe: city water/sewer

15. Has there been notice of any revaluation of the Property or change in the value or assessments during the last twelve months?  Yes  No  Unknown  
 If yes, please describe: \_\_\_\_\_

16. Are there any property tax abatements or assessments on the Property?  Yes  No  Unknown  
 If yes, please describe: \_\_\_\_\_

17. Are there any landfills or dumps (compact or otherwise) in the neighborhood, on the Property or any portion thereof?  Yes  No  Unknown  
 If yes, please describe: \_\_\_\_\_

18. Has there been major damage to the Property from fire, earthquake, flood, tornado, mine subsidence, or other event?  Yes  No  Unknown  
 If yes, please describe: \_\_\_\_\_

19. Are there or have there ever been any active, opened or closed natural gas or oil wells or underground storage tanks?  Yes  No  
 If yes, please describe: \_\_\_\_\_

Other: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

The information contained herein is true and correct to the best of Seller's knowledge and, except as stated above, no material problems exist with respect to the Property as of the date below. Seller further agrees to notify the Buyer of any additional items which may become known prior to recording of the Deed. Seller hereby acknowledges receipt of this document.

Louis A. Telerico, Trustee 10/9/18  
 SELLER Louis A. Telerico, Trustee DATE

SELLER DATE

Buyer hereby acknowledges receipt of the Seller's Description of the Property, consisting of two (2) pages. Buyer understands that this information is a description of the Property to the best of the Seller's knowledge and is not a warranty of any kind by Seller or Seller's agent. Buyer acknowledges that the information contained herein is not a substitute for Buyer's independent professional inspections. Buyer further acknowledges that the Realtors involved in this transaction made no representations that are inconsistent to the foregoing statements of the Seller.

BUYER Craig Novak DATE

BUYER DATE



**BERKSHIRE HATHAWAY**  
HomeServices  
Professional Realty  
Louis A. Telerico

### SUPPLEMENTAL PROPERTY INFORMATION



Seller(s) Louis A. Telerico to Purchaser(s) \_\_\_\_\_ for the Property  
at Bristol Dr/parcel #03-016- (City/Township) Aurora, (County) Portage, Ohio.  
00-00-177-000

This disclosure statement is a good faith statement of the condition of the above described property. This disclosure is not a warranty of any kind by the owner/seller or any agent whether Seller's or Purchaser's agent. This statement is for additional information purposes about the property. Purchasers are encouraged to obtain their own professional inspection and/or survey.

*Seller(s) to complete the following in their own writing*

Circle one: (Y) Yes, (N) No, (U) Unknown or can't tell	Y	N	U	If you checked (Y) Yes, please explain
Do you know of any existing or future tax abatements forthcoming on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Do you know of any pending lawsuits, tax liens, foreclosures, divorce action, proposed assessments which could affect the property?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>PART OF FEDERAL LOT</u>
Are there any improvements at this property?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Do you know of any excessive settling, slippage, erosion, sliding, or other soil stability problems on this property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Are there or have there previously been, any landfills or dumps in the neighborhood, on the property, or any portion thereof?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Is the property subject to any agricultural tax recoupments (CAUV)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Is the property currently valued by the county auditor for agricultural use?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Do you know the property boundary lines?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Are the boundary lines marked?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Are there any disputes over boundary lines?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Are there any easements or encroachments that may affect the use of this property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Has a soil percolation test or sanitary system site evaluation been performed?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Has a test for water availability been performed?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>1 FEDERAL LOT</u>
Are there currently any mineral, timber, natural gas, or other leases or encumbrances on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Are there any opened or closed gas or water wells on the property or any underground storage or septic tanks?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Has there been or are there presently any violations of State or Federal EPA rules or regulations such as storage or spilling of hazardous substances or chemicals?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Is the property designated as a wetland or flood plain by any State or Federal government agency?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Are there any flooding, drainage, or grading problems on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Seller: Louis A. Telerico Date: 10/9/18

Purchaser(s) have read this disclosure and understand that the statements made are based on the Seller's actual knowledge as of the date signed by the Seller

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

DISCLOSURE OF AFFILIATED BUSINESS ARRANGEMENT WITH ERIE TITLE AGENCY/INC.

DATE: 10/7/18

TO: \_\_\_\_\_

FROM: \_\_\_\_\_

SUBJECT PROPERTY: S/L 133 Bristol Drive Aurora, Ohio

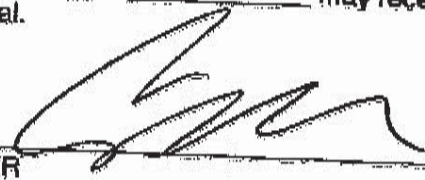
You have been referred to Erie Title Agency, Inc. by \_\_\_\_\_ The purpose of this document is to notify you that \_\_\_\_\_ is a shareholder of Erie Title Agency, Inc. Because of this relationship, \_\_\_\_\_ may receive a financial or other benefit as a result of Erie Title Agency, Inc.'s charges to you for settlement services it will be providing to you in connection with your purchase, sale or refinance of the subject property.

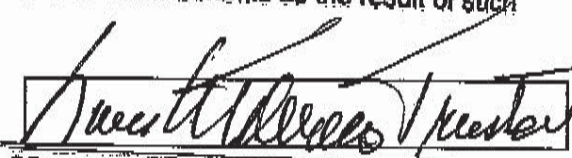
Erie Title Agency, Inc. estimate charges for settlement services are as follows:

Title Insurance Premium	As filed with the State of Ohio
Closing Fee	\$395.00
Title Search/Examination	\$395.00
Title Commitment Fee	\$100.00

You are not required to use Erie Title Agency, Inc. as a condition to your purchase, sale or refinance of the subject property. There are other settlement service providers available to you. You are free to engage any other settlement service provider relative to your purchase, sale or refinance of the subject property. I would be pleased to provide you with the names of other settlement services providers should you request the same.

Please sign below to acknowledge that you have received and read this Disclosure Form and to evidence your understanding that \_\_\_\_\_ has referred you to Erie Title Agency, Inc. for the purpose of your engaging Erie Title Agency, Inc. to provide the above-described settlement services to you and that, as a shareholder of Erie Title Agency, Inc. \_\_\_\_\_ may receive financial or other benefits as the result of such referral.

BUYER 

SELLER 

Dated: 10/7/18

Dated: 10/9/18

BUYER \_\_\_\_\_  
Dated: \_\_\_\_\_

SELLER \_\_\_\_\_  
Dated: \_\_\_\_\_