

12/11/12

Land Contract

# LAND INSTALLMENT CONTRACT

Chapter 5313 of the Ohio Revised Code contains additional rights and obligations of a Seller and a Buyer under a Land Installment Contract other than those set forth in this Land Installment Contract. Before signing this Land Installment Contract, it is recommended that Buyer consult with legal counsel.

This Agreement is made and entered into by and between:

Approval of Description by Tax Maps

Good for 30 days from: FR/35 DW 7/9/13

A Vickie Carrico

Seller1 SS#

Seller2 SS#

Whose Marital Status is: \_\_\_\_\_ (respectively)

\* whose address is 1020 Denning Rd. Canal Fulton, OH 44614  
(hereinafter referred to as "Seller") and:

Daniel G Carmany

whose address is 34 Elora Akron, OH 44319  
(hereinafter referred to as "Buyer").

Seller agrees to sell to Buyer, and Buyer agrees to purchase, upon the following terms and conditions, the real estate, improvements, fixtures, appurtenances, commonly known as:

House and land located at 1020 Denning Rd 44614.

The legal description of which is as follows:

Parcel 2304575, Tr 35 Lot SW 600.20 +/- on  
W Line Sec 35 560.37 ft FRT. 7.75 acres. Bi level  
1 story w/ 1794 Total Sqft living area Built about  
1992. Including all land and buildings.

(hereinafter referred to as "Property"):

## 1) CONTRACT PRICE, METHOD OF PAYMENT, INTEREST RATE:

- a) In consideration, whereof, the Buyer agrees to purchase the above described Property for the sum of:

One hundred thirty thousand 09/06 Dollars (\$ 130,000.00), payable as

follows:

- b) The sum of \$ 3000.00 as a down payment at the time of execution of the within Land Contract, the receipt of which is hereby acknowledged.
- c) Thereby, leaving principal balance owed by Buyer of \$ 127,000.00 to be paid as follows:
- i) Remaining principal balance is payable with interest, in consecutive monthly installments of \$ 1000.00 beginning on the 1st day and on or before the 1st day of each and every month thereafter until said balance and interest is paid in full.
- ii) The interest on the unpaid balance due hereon shall be 6% (0) percent per annum computed monthly, in accordance with a 12 month amortization schedule during the life of this Contract. This rate shall remain constant.
- d) Each monthly payment shall also include 1/12 of the annual taxes, insurance and condo fees (if applicable) due upon Property.
- i) The estimated taxes are \$ 1200 per year which is \$ \_\_\_\_\_ per month.
- ii) The estimated insurance costs are \$ \_\_\_\_\_ per year which is \$ \_\_\_\_\_ per month.
- iii) The estimated condo fee costs are \$ \_\_\_\_\_ per year which is \$ \_\_\_\_\_ per month.
- e) The Total payment due the Seller per month is:
- i) Principal & Interest + Taxes + Insurance + Condo Fee (if applicable) = \$

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- f) On the 10<sup>th</sup> anniversary of the execution of this land contract the entire balance of unpaid principal and interest shall become due and payable without demand.
- g) The unpaid principal balance on which interest shall accrue shall be adjusted monthly.
- h) If any payment is not received by Seller within fifteen business days of the due date there shall be a late charge of (5%) of the principal and interest part of the payment assessed.
- i) The Buyer may pay the entire balance due under this contract without prepayment penalty.
- 2) **RECORDING OF CONTRACT:** Seller shall permit a copy of this Land Contract to be recorded in the Summit County Records Office at Buyers expense and discretion at any time subsequent to the execution of this contract by the parties hereto.
- 3) **POSSESSION:** The Buyer shall be given full possession of the above described Property on: Upon Final Payment, and shall thereafter have and hold the same subject to the provisions for default hereinafter set forth. If conditions develop after contract execution which delays the date of Buyers possession, there shall be a proration of any payments due under this contract until full possession is given to the Buyer. Such conditions may include but are not limited to: acts of God, natural causes of damage, discovery of dangerous or adverse conditions not previously disclosed, or other acts or conditions which result in the property being deemed unsuitable for occupancy.
- 4) **REAL ESTATE TAXES AND ASSESSMENTS:** Buyer shall be responsible for all real estate taxes and assessments accruing subsequent to and prorated from the date of execution of this contract.
- 5) **PERSONAL PROPERTY:** The following personal property is included with the Property:

Nothing

- 6) **INSURANCE:** Seller shall maintain a NON OWNER OCCUPIED "LANDLORD TYPE" insurance policy with:
- Comprehensive liability insurance for bodily injury or death to any person or persons.
  - Property damage insurance with fire and extended coverage insurance.
  - The amount shall be the **REPLACEMENT VALUE OF THE PROPERTY**. Seller and Buyer shall be named as insured parties in the insurance policies required above, as their interest appear, and Seller shall obtain a standard mortgage's endorsement for the protection of Seller's mortgage. Buyer shall obtain and pay a separate policy insuring Buyer's household goods and other personal property.
  - Property current insurance information:
    - Insurance Company: \_\_\_\_\_
    - Agent Name: \_\_\_\_\_
    - Agent Phone#: \_\_\_\_\_
    - Policy Number: \_\_\_\_\_
    - Deductible: \_\_\_\_\_
    - Is current (Y/N) \_\_\_ and paid through: \_\_\_\_\_
- e) Seller agrees to keep Property insured and all times and further agrees to give Buyer written notice of any insurance cancellation or changes within 10 days of notification of said occurrence.
- f) Seller agrees to send copy of Property insurance policy to Buyer within 10 days of execution of this contract, and upon request as needed.

7) **MANNER OF PAYMENT OF INSURANCE AND REAL ESTATE TAXES AND ASSESSMENTS.** Seller shall pay directly the premiums for the insurance policy maintained by Seller as specified above and shall pay directly those real estate taxes and assessments for which Buyer is responsible as specified above. Buyer shall pay, in addition to and at the same time as monthly installments are due Seller under this Contract, an amount equal to one-twelfth the estimated annual cost of such insurance and taxes and assessments, as adjusted by Seller from time to time. Provided, however, if Seller's mortgage pays the insurance premiums and/or real estate taxes and assessments on behalf of Seller, the monthly amount payable by Buyer to Seller for such insurance and/or taxes and assessments shall be the amount determined by Seller's mortgage, as adjusted by the mortgagee from time to time. When this Contract is completed by Buyer, Seller shall refund to Buyer or credit against the Purchase Price a sum equal to the amount by which such additional payments received from Buyer exceeds the sum of all payments made by Seller for insurance and taxes and assessments for which Buyer is responsible hereunder.

- 8) **SELLER'S MORTGAGE, ENCUMBRANCES:** Seller shall pay any notes secured by mortgage(s) now encumbering or hereafter placed on the Property by Seller in accordance with the terms thereof. If Seller is now or goes into default under any such note secured by a mortgage encumbering the Property, then Buyer may cure such default and make payments directly to said lender and all sums so paid by Buyer shall be credited by Seller as payments under this Contract.

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## a) The Property is presently subject to the following encumbrances:

- i) A first mortgage to \_\_\_\_\_ in the amount of \_\_\_\_\_ Dated \_\_\_\_\_ combined with note at a (fixed or variable) interest rate of \_\_\_\_\_ amortized over \_\_\_\_\_ months with a monthly principal and interest payment of \_\_\_\_\_ and a monthly PMI payment of \_\_\_\_\_ referenced by loan number \_\_\_\_\_ Date of last Payment Made \_\_\_\_\_ Note is current (Y/N) \_\_\_\_\_
- ii) A second mortgage to \_\_\_\_\_ in the amount of \_\_\_\_\_ Dated \_\_\_\_\_ combined with note at a (fixed or variable) interest rate of \_\_\_\_\_ amortized over \_\_\_\_\_ months with a monthly principal and interest payment of \_\_\_\_\_ and a monthly PMI payment of \_\_\_\_\_ referenced by loan number \_\_\_\_\_ Date of last Payment Made \_\_\_\_\_ Note is current (Y/N) \_\_\_\_\_
- iii) Other encumbrances known by Seller (i.e. tax liens, assessments, IRS liens, Judgments etc.) \_\_\_\_\_

- b) Zoning ordinances; legal highways; covenants, restrictions, conditions and easements of record; the lien of real estate taxes and assessments not yet due and payable.
- c) Seller shall not place any additional encumbrances on the Property.
- d) Seller understands that this transaction may cause the mortgagee to exercise their right to accelerate the loan and call the remaining balance due. In any such event the Seller agrees to hold the Buyer harmless and in no way liable in any way for any damage to the Seller that may result from such action.

SELLER INITIALS

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9) ~~LIMITED POWER OF ATTORNEY: The Sellers do hereby make, constitute and appoint Buyer as their true and lawful Attorney in fact for them and in their name, place and stead, in and for the purpose of making payments on and receiving information on the accounts and balances of the above specified encumbrances on the Property. This Power of Attorney shall not be affected by the disability of the Sellers.~~

10) **TITLE EVIDENCE:** Upon full payment of this contract Seller shall provide a title insurance commitment (with policy premium prepaid) in the amount of the purchase price, showing Seller in marketable title in fee simple, free and clear of all liens and encumbrances except those created by or assumed by Buyer and those referred to above.

11) **SELLER DISCLOSURE STATEMENT:** Seller has provided to Buyer a disclosure form relating to the physical condition of the Property pursuant to § 5302.30 of the Ohio Revised Code. (If no disclosure form has been provided, Buyer may have the right to rescind this Contract within 60 business days of the date it was signed.)

12) **UTILITIES:** Buyer shall pay for all charges incurred for all utility services used or consumed at the Property from and after the date possession is given to Buyer.

13) **MAINTENANCE, REPAIRS & USE:** Except as noted below, Buyer accepts the Property in "as is" condition and agrees to maintain and repair the Property in as good condition and state of repair as the Property are in as of the date of this Contract, reasonable wear and tear expected. Buyer further agrees to correct all housing and building code violations within sixty (60) business days of certified receipt of notice of such violation from Seller or from the governmental authority involved.

Seller shall have the right, upon at least 72 hours notice to Buyer, to enter upon and inspect the Property at reasonable times during the continuance of this Contract. Buyer shall promptly notify Seller of any damage to the Property, which exceeds the amount of the insurance deductible.

14) **DAMAGE AND DESTRUCTION:** If after the date of the Seller's execution of this contract and before the completion of this contract the Property shall be substantially damaged or destroyed Buyer may:

- a) Proceed with the contract and be entitled to all insurance money, if any, payable to Seller under all policies covering the Property or
- b) Rescind this contract, and thereby release all parties from liability hereunder, by giving Seller notice within 60 business days after occurrence of said damage.

15) **EMINENT DOMAIN:** If after the date of the Seller's execution of this contract and before the completion of this contract the Property or any portion thereof is taken in appropriation proceedings or by the right of eminent domain or by the threat of the same then Buyer may:

- a) Proceed with the contract and be entitled to all awards of money, if any, payable to Seller for the taking of said Property or

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- b) Rescind this contract, and thereby release all parties from liability hereunder, by giving Seller notice within 60 business days after said occurrence.
- 16) **ASSIGNMENT:** Buyer shall have the unqualified right to assign or sell any or all interests in the Property or in this contract. Any such subsequent sale or assignment shall release the original Buyer name herein from all rights, obligations and liabilities due under this agreement, and shall substitute the assignee in their place.
- 17) **BUYER'S DEFAULT:** Buyer is in default if:
- a) Any installment payment to be made by the Buyer under the terms of this Land Contract is not paid by the Buyer when due or within 45 business days thereafter, time being of the essence.
  - b) Buyer fails to observe or perform any other provision, covenant or condition required of Buyer within 60 business days after Seller gives certified written notice to Buyer of Buyer's failure to observe or perform said provision, covenant or condition.
  - c) Buyer abandons the Property during the continuance of this Contract.
  - d) Upon Buyer default Seller shall the right to remove the Buyer and extinguish any or all of the Buyer's interests in the Property, as provided by the laws of the State of Ohio.

Upon any of the above defined defaults, or if Buyer defaults on any other terms of this agreement, then Buyer agrees to surrender said Property to the Seller, with all payments (including downpayment) to be forfeited as full liquidated damages in accordance with applicable statutes, and, in absence of any other conveyance, this instrument shall serve as reconveyance to the Seller without any further action by either party. Buyer hereby waives all right-of-protest or notice and his status shall revert to tenancy at sufferance in the absence of any lease or rental agreement to the contrary.

18) **COMPLETION OF CONTRACT AND TRANSFER OF PROPERTY:**

- a) When the Purchase Price and all other amounts to be paid by Buyer pursuant to this Contract are fully paid, Seller shall convey the Property to the Buyer by transferable and recordable general warranty deed, warranting good and marketable fee simple title to the Property, free and clear of all liens and encumbrances whatsoever, except for the following: those which have been created or assumed by Buyer; zoning ordinances; legal highways; covenants, restrictions, conditions and easements of record which do not unreasonably interfere with the presents lawful use of the Property; and the lien of real estate taxes and assessments not then due and payable.
- b) Buyer reserves the right to convert this contract to note and mortgage which shall bear the same terms as this contract for the remaining balance and receive a warranty deed to the Buyer or assigns from the Seller any time the following conditions have been met by the Buyer:
  - i) 20% of the purchase price has been paid to the Seller.
  - ii) Buyer is willing to pay all the costs of title transfer and document preparations.

- 19) **PRIVATE COURT TRIAL:** In the event that litigation is brought in any State or Federal Court, relating to, arising out of or concerning this contract, we hereby agree and covenant with each other to waive and give up the right to a jury trial and to submit all manner of causes of action, controversies, differences, claims or demands whatsoever, whether of fact or of law or both, to be resolved at the request of any party, by a trial on order of reference conducted by a retired judge or justice recommended by the Ohio Private Trial Association, or its successors, appointed pursuant to the provisions of Ohio Revised Code Section 2701.10 or any amendment, addition or successor section thereto to try determine and adjudicate the case in its entirety. The parties intend this reference agreement to be specifically enforceable in accordance with said section. If the parties are unable to agree upon a retired judge recommended by the Ohio Private Trial Association to act as judge then one shall be appointed by the Presiding Judge of the Common Pleas Court of the county wherein the hearing is to be held. The parties further agree to assume full responsibility for providing facilities, equipment, and personnel reasonably needed by the retired judge during his/her consideration of the action or proceeding and to pay in advance, to the retired judge, the estimated reasonable fees and costs of the trial or proceeding as may be specified in advance by the retired judge in accordance with his/her customary fee schedule. The parties shall initially share equally, by paying their proportionate amount of the estimated fees and costs of the retired judge. Failure of any party to make such a fee deposit shall result in a forfeiture by the non-depositing party of the right to prosecute or defend the cause(s) of action which is (are) the subject of the reference, but shall not otherwise serve to abate, stay, or suspend the reference proceeding. The judge shall determine which is the prevailing party and shall include in the award that party's reasonable attorney fees (and costs). This provision operates as an agreement by the parties hereto for reference pursuant to Ohio Revised Code Section 2701.10. Copyright 1994, Ohio Private Trial Association

20) **MISCELLANEOUS:**

- (a) As used herein, the term "Seller" and "Buyer" include, respectively, all persons signing this Contract in the capacity so stated and his, hers, or its respective heirs, successors, and assigns, and all obligations of each party herein are joint and several.
- (b) This contract shall be governed by the laws of the State of Ohio, and, if any provision hereof is in conflict with any federal law or law of the State of Ohio, then any such terms shall be deemed modified to conform to such law without affecting the remaining provisions of this Contract.
- (c) Pending orders of any public agency against the Property are as follows:

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(None, if nothing stated)

- (d) If this Contract is entered into pursuant to a real estate purchase contract, the term "closing" when used in said purchase contract shall for all purposes be defined as the date of execution of this Contract. If there are inconsistencies between the terms of the purchase contract and the terms of this Contract, the terms of this Contract shall prevail.

21) BUYER DISCLOSURES:

- a) Buyer is a professional real estate investor who is buying the Property for the purpose of making a profit.
- b) There are no agreements or promises made by either party to either party, which have not been placed into writing and accepted by both.
- c) Buyer's interest in this contract may or may not be held in trust, the beneficial interest of a trust or any other title holding entities.
- d) Buyer has not advised Seller in any course of action which materially affect Sellers decision with respect to this transaction, nor have they held themselves to be competent legal, accounting, or financial counselors in connection with any action Sellers might take.
- e) Buyers made a full disclosure of their professional expertise as a professional real estate investors who are in business to make a profit, and this was disclosed from our first contact.
- f) Buyer did not advise the Seller as to the true value of said Property in this transaction and made no statement or expressed opinion of value in connection with the Property in this transaction.

WE HAVE HAD EVERY CLAUSE AND LINE OF THIS AGREEMENT READ TO US AND HAVE HAD ALL OUR QUESTIONS ANSWERED TO OUR SATISFACTION, AND WE HAVE BEEN ADVISED THAT WE SHOULD SEEK PROFESSIONAL AND LEGAL COUNSEL IF WE NEED IT.

IN WITNESS WHEREOF, The said Seller(s) has hereunto set his hand and seal this 18 day of DECEMBER 2012.

Signed, sealed and delivered in our presence.

WITNESSES:

Terry Miller  
NOTARY, Printed Name → Terry Miller  
Print name & Sign above  
Jami Lloyd  
WITNESS, Printed Name: →  
Print name & Sign above

Vicki Carrico 12-18-12  
Seller Date  
Vicki Carrico

Daniel Cermany 12-18-12  
Seller Date  
Buyer, as trustee of the above named trust and not personally  
Daniel Cermany

This instrument was prepared  
by Jami Lloyd

STATE OF Ohio COUNTY OF Summit

This instrument was acknowledged before me a notary public by:

Daniel G. Cermany (Seller 1) Vickie L. Carrico (Seller 2) Sellers(s) who, being first  
sworn affirmed that he/she executed the foregoing for the purposes contained therein on this  
18th day of Dec, 2012.



TERRY L. MILLER, NOTARY  
STATE OF OHIO  
MY COMMISSION EXPIRES: 02/16/14

Terry Miller  
NOTARY PUBLIC



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