

AFFIDAVIT AND HOLD HARMLESS AGREEMENT

File Number: 15-0021818-01
Parcel I.D. #: 4444-04-094

State of OHIO
County of CUYAHOGA

I/We, GREEN POINTE MANAGEMENT, the Buyer(s), of the below-mentioned real estate situated in County of CUYAHOGA, State of OHIO, commonly known as 3322 TUXEDO AVENUE, PARMA OH 44134

acknowledge that the liens, open permits and/or any other matters that affect the Property including, but not limited to, those listed in Exhibit A attached hereto and made a part hereof (collectively the "Open Matters") were placed thereon by applicable governmental authorities, special taxing districts, the City and/or County, and/or one or more other entities. The Buyer acknowledges and agrees that it has reviewed the Open Matters in depth, which may include, without limitation, Special Assessments, Special Assessment Liens, MSBU Liens, Impact Fees, Water, Sewer and/or Trash removal charges, Code Enforcement Violations, notices of open, expired or out-of-compliance permits and/or unapproved/unpermitted improvements.

I/We, GREEN POINTE MANAGEMENT, as Buyer(s) acknowledge and agree that the Buyer shall purchase the Property in its as-is, where-as condition, and the Buyer(s) acknowledges and accepts full and complete responsibility and obligation for any and all issues that affect the Property, including but not limited to the Open Matters disclosed in this Affidavit and Hold Harmless Agreement (the "Agreement") or that may be disclosed prior to or at closing. For the sake of clarity, the Buyer is agreeing to purchase the Property and take responsibility for all Open Matters whether known or unknown and whether disclosed or undisclosed.

Furthermore, I/we, GREEN POINTE MANAGEMENT, as Buyer(s) acknowledge and agree that the Seller of the Property,

The Bank of New York Mellon FKA The Bank of New York Successor Trustee to JPMorgan Chase Bank, N.A. as Trustee for the GSRPM Mortgage Loan Trust 2002-1

as well as Bank of America, N.A., its affiliates, subsidiaries and agents, designated asset management company SKYHILL FINANCIAL, INC.

and agent SCOTT COHARA, title company STEWART TITLE COMPANY

and title insurance underwriter STEWART TITLE GUARANTY COMPANY

for the Property (collectively, the "Indemnified Parties") shall all be held harmless from all consequences related to nonpayment and/or noncompliance of the above-mentioned Open Matters before or following the closing of the Property. Buyer agrees to and shall assume all responsibility, liability and obligations associated with all of the Open Matters and shall indemnify and hold the Indemnified Parties harmless from all damages, injury or claims, including without limitation, costs, expenses or liability that may arise out of or be related to the Open Matters.

I/We, GREEN POINTE MANAGEMENT, as Buyer(s) are making and giving this affidavit for the purpose of completing a certain purchase transaction of the referenced property and to induce STEWART TITLE COMPANY

(Title), its agents or representatives to issue its title insurance policy or policies. Affiant further acknowledge that he has read the foregoing statement and representations and that the same are true and accurate to the best of the knowledge of the affiant and that such representations are important to the transaction and are being relied upon by the interested parties of this transaction.

RPG

I/We, GREEN POINTE MANAGEMENT, as Buyers(s) are aware that the above-captioned property may have various code violations, including but not limited to the violations listed in Exhibit A, and by signing this Agreement, are aware that title issues may and can change during/before/after the close of Escrow.

RPG 3-10-16

AFFIDAVIT AND HOLD HARMLESS AGREEMENT

RPG

I/We, GREEN POINTE MANAGEMENT, as Buyers hold your institution, the Seller, or any other assignee/third-party vendors/suppliers and any of your individual personnel harmless and without further liability that might arise from the condition of the Property. This statement is made free of any duress.

RPG

I/We, GREEN POINTE MANAGEMENT, as Buyers have been advised and are aware that a second title report (date down) will be pulled before closing of Escrow and can include additional Open Matters that may include, without limitation, Special Assessments, Special Assessment Liens, MSBU Liens, Impact Fees, Water, Sewer and/or Trash removal charges, Code Enforcement Violations, notices of open, expired or out-of-compliance permits and/or unapproved/unpermitted improvements.

RPG

I/We, GREEN POINTE MANAGEMENT, as Buyers agree to continue and proceed with the Sale of the above property upon receipt of the updated title report (date down) notwithstanding any additional Open Matters.

RPG

I/We, GREEN POINTE MANAGEMENT, as Buyers are aware that Bank of America and its affiliates/third-party vendors/suppliers have the right to keep the Earnest Money Deposit if I choose to cancel the contract and not purchase the Property.

Notwithstanding anything contained herein to the contrary, the parties hereto expressly covenant and agree that the terms and conditions of this Agreement shall survive the termination of any agreement to purchase the Property or closing on the purchase thereof.

Made this 8 day of MARCH, 2016.

Buyer 1 Signature: Robert P. Cillepiti
Robert P. Cillepiti managing partner on
Buyer 2 Signature: BEHALF of Green Pointe Management

Buyer 3 Signature: _____

Subscribed and sworn to me this 10 day of March, 2016, by _____.

Notary Public Signature: _____

Notary Public Printed Name: _____

My Commission Expires: _____

AFFIDAVIT AND HOLD HARMLESS AGREEMENT

EXHIBIT A

Buyer(s) Name(s): GREEN POINTE MANAGEMENT
Property Address: 3322 TUXEDO AVENUE, PARMA OH 44134

The following Open Matters (copies are attached) are currently known to affect the Property:

Violation/Lien	Amount	On Commitment
SEE ATTACHED EXHIBIT A		

Buyer 1 Signature: Robert P. Gillespie
Robert P. Gillespie Managing Partner
Buyer 2 Signature: On behalf of Green Pointe Management
Buyer 3 Signature: _____

Exhibit "A"
ALTA Commitment Form

COMMITMENT FOR TITLE INSURANCE
ISSUED BY

Stewart Title Guaranty Company

STEWART TITLE GUARANTY COMPANY, a Texas Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned by:

Brian D. Sch

Authorized Officer

Stewart Title Company
Company Name

Coppell, Texas
City, State

stewart
title guaranty company



Matt Morris

Matt Morris
President and CEO

Denise Carraux

Denise Carraux
Secretary

Exhibit "A" COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

File Number: 15-0021818-01

Address Reference: 3322 Tuxedo Ave., Parma OH 44134 (For informational purposes only; no additional coverage is provided)

Grade: A

1. EFFECTIVE DATE: 02/18/2016

2. Policy or Policies to be issued:	Amount
(a) ALTA Owner's Policy of Title Insurance	\$26,509.00

Proposed Insured: Green Pointe Management	
(b) ALTA Loan Policy of Title Insurance (6-17-06)	\$0.00

Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

Fee Simple

4. Title to the Fee Simple estate or interest in said land is at the effective date hereof vested in:

The Bank of New York Mellon FKA The Bank of New York Successor Trustee to JPMorgan Chase Bank, N.A. as Trustee for the GSRPM Mortgage Loan Trust 2002-1

5. The land referred to in this Commitment is described as follows:

See Exhibit "A" attached hereto and made a part hereof.

Stewart Title Company



By: Brian Schorr, Authorized Officer
(This Schedule A valid only when Schedule B is attached.)

Buyer(s) Initials KAC 3-10-12

Exhibit "A"
LEGAL DESCRIPTION

EXHIBIT "A"

File No.: 15-0021818-01

All that parcel of land in the County of Cuyahoga, State of OH, and being more particularly described as follows:

SITUATED IN THE CITY OF PARMA, COUNTY OF CUYAHOGA, STATE OF OHIO, AND KNOWN AS: AND KNOWN AS BEING SUBLLOT NO. 15 IN AUPING'S GARDEN ALLOTMENT OF PART OF ORIGINAL PARMA TOWNSHIP LOT NO. 2, BLAKE TRACT, AS SHOWN BY THE RECORDED PLAT IN VOLUME 62 OF MAPS, PAGE 33 OF CUYAHOGA COUNTY RECORDS, AND BEING 50 FEET FRONT ON THE NORTHERLY SIDE OF TUXEDO AVENUE, AND EXTENDING BACK 122.11 FEET ON THE EASTERLY LINE, 122.18 FEET ON THE WESTERLY LINE, AND HAVING A REAR LINE OF 50 FEET, AS APPEARS BY SAID PLAT, BE THE SAME MORE OR LESS, BUT SUBJECT TO ALL LEGAL HIGHWAYS.

APN: 444-04-094

For informational Purposes Only:

Property Address: 3322 Tuxedo Ave., Parma OH 44134

Exhibit "A"
COMMITMENT FOR TITLE INSURANCE

SCHEDULE B
Part I

File No.: 15-0021818-01

The following are the requirements to be complied with:

1. Pay the agreed amounts for the interest in the land and the mortgage to be insured.
2. Pay us the premiums, fees, and charges for the policy.
3. Pay all taxes and/or assessments, levied and assessed against the land, which are due and payable.. **NOTE** 2015 1st installment taxes are PAID in the amount of \$871.05, 2015 2nd installment taxes are PAID in the amount of \$612.21 with Balance of \$258.84. **NOTE** 2016 taxes not yet available. Final tax amount due, if any, to be verified at time of closing by closing agent.

2015 1st Half Street Lights and Spa Fee PAID in the amount of \$7.42.
2015 2nd Half Street Lights and Spa Fee PAID in the amount of \$7.49.
2015 1st Half Sewer Maintenance PAID in the amount of \$78.93.
2015 2nd Half Sewer Maintenance DUE in the amount of \$78.92.

Parcel Number 444-04-094
Special Assessments:
Land Value: \$15,300.00
Improve Value: \$50,100.00
Assessed Value: \$65,400.00

4. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record:
 - a. Warranty Deed from The Bank of New York Mellon FKA The Bank of New York Successor Trustee to JPMorgan Chase Bank, N.A. as Trustee for the GSRPM Mortgage Loan Trust 2002-1 to the Recited Buyer conveying title to the property.
 - b. Deed of Trust from Mortgagor to Mortgagee to secure the first loan.
5. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors, labor and materialmen are all paid.
6. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements and exceptions.
7. Affidavit from the seller and borrower stating:
 - a. That there are no matters pending against them that could give rise to a lien that would attach to the subject property between the effective date of the Commitment and the recording of instruments giving rise to the interest to be insured.
 - b. That the affiants have not executed and will not execute any instruments that would adversely affect the title to the subject property or the lien of any mortgage to be insured pursuant to the Commitment.

NOTE: A review of the prior deeds shows that the county auditor DOES NOT require a new survey.

8. Payment of any and all Homeowner's Association Dues, if any.
9. Intentionally Deleted.
10. Intentionally Deleted.
11. Intentionally Deleted.
12. The closing funds pertaining to the transaction must be disbursed by or at the direction of the insurer or its agent.
13. An updated title examination, commencing as of the effective date of this Commitment, which shall be performed at or shortly prior to the closing of the transaction, should not reveal any title defects or other adverse matters appearing should be disposed of prior to closing to the satisfaction of the insurer or its agent.

Buyer(s) Initials ME 5-10-11

Exhibit "A"
COMMITMENT FOR TITLE INSURANCE

SCHEDULE B
Part II

File No.: 15-0021818-01

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by the Commitment.
2. Rights or claims of parties in possession not recorded in the Public Records.
3. Easements or claims of easements not recorded in the Public Records.
4. Any discrepancies, conflicts or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of the improvements.
5. Any lien, or right to a lien, for services, labor, material or equipment, heretofore or hereafter furnished, imposed by law and not recorded in the Public Records.
6. Taxes or assessments which are not recorded as existing liens in the Public Records.
7. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed. Water rights, claims to title to water, whether or not shown by public record.
8. Unpatented mining claims, reservations or exceptions in Patents or in Acts authorizing the issuance thereof.
9. Any adverse claim to any portion of said land which has been created by artificial means or has accreted to any such portion so created and riparian rights, if any.
10. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
11. Any easements or servitudes appearing in the public records.
12. Taxes and assessments for the year 2016 and subsequent years, not due and payable.
13. Easements, Restrictions, Reservations, Conditions, and Set-back Lines as set forth on the Plat of said Subdivision, appearing in the Public Records, as recorded September 11, 1917 in Book: 62 Page: 33
14. Covenants, Conditions, Restrictions, Reservations, Declarations, Dedications, Terms, Liabilities, and Obligations, appearing in the Public Records, as recorded if any.
NOTE: This exception omits any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status or national origin as provided in 42 U.S.C. Section 3604, unless and only to the extent that the covenant (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. Section 3607, or (c) relates to a handicap, but does not discriminate against handicap people.
15. Liabilities and Obligations imposed upon said land by reason of its inclusion within Homeowners Association.

END OF SCHEDULE B-II

Buyer(s) Initials RPG 3-10-10

Exhibit "A"

STG Privacy Notice 1 (Rev 01/26/09) Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business-to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
For our everyday business purposes- to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes- to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes- information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes- information about your creditworthiness.	No	We don't share
For our affiliates to market to you- For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

Sharing Practices	
How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. The measures include compute, file and building safeguards.
How do the Stewart Title Companies collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • request insurance-related services • provide such information to us <p>We also collect your personal information from others, such as the real</p>

Driver(s) Initials RAE 3-10-10

Exhibit "A"

estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.

What sharing can I limit?

Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact Us

If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

Buyer(s) Initials APG 3-10-16

Exhibit "A"

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>.*

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

Exhibit "A"

STATE OF OHIO
Cuyahoga County
City of Parma

To the bailiff of Parma Municipal Court

Office of the CEO

FEB 17 2016

PROPERTY AT: 3322 TUXEDO AVE

-VS-

BANK OF AMERICA C/O BRIAN MOYNIHAN, CEO

SUMMONS IN LIEU OF WARRANT

Court Case #: 16CRB00550

THESE ARE, THEREFORE, to summon the said **BANK OF AMERICA C/O BRIAN MOYNIHAN, CEO**, 100 N. TYRON STREET. CHARLOTTE, NC 28255, to be and to appear before the Judge of the Parma Municipal Court, at 5555 Powers Blvd, Parma, Ohio on the day, 03/04/2016 at, 10:30 AM in Court Room 4 to answer to said complaint:

Ordinance: 1707.06, (M1) FAILURE TO PAINT FRONT/SIDE ENT DOOR TRIM

Given under my hand, and the Seal of said Court, this day of 02/12/2016.

Per 2935.10 Revised Code

Martin E. Vittardi, Clerk of Courts

By: Brenda Vaughan
Deputy Clerk of Parma Municipal Court

Incident Number: 201602542

STATE OF OHIO
City of Parma

Case Number: 16CRB00550

Parma Municipal Court
RETURN OF SUMMONS

-VS-

BANK OF AMERICA C/O BRIAN MOYNIHAN, CEO
100 N. TYRON STREET
CHARLOTTE, NC 28255

I have summoned the within named defendant this 02/12/2016 by depositing in the United States Mail, in a sealed envelope bearing sufficient postage a true and certified copy there of with all endorsements thereon addressed to the defendant 100 N. TYRON STREET., CHARLOTTE, NC 28255 usual place of residence.

Incident Number: 201602542

Brenda Vaughan
Deputy Clerk

Buyer(s) Initials RPB 3-10-16

Exhibit "A"

STATE OF OHIO
Cuyahoga County
City of Parma

To the bailiff of Parma Municipal Court

PROPERTY AT: 3322 TUXEDO AVE

-VS-

BANK OF AMERICA C/O BRIAN MOYNIHAN, CEO

SUMMONS IN LIEU OF WARRANT

Court Case #: 16CRB00550

THESE ARE, THEREFORE, to summon the said **BANK OF AMERICA C/O BRIAN MOYNIHAN, CEO**, 100 N. TYRON STREET. CHARLOTTE, NC 28255, to be and to appear before the Judge of the Parma Municipal Court, at 5555 Powers Blvd, Parma, Ohio on the day, 03/04/2016 at, 10:30 AM in Court Room 4 to answer to said complaint:

Ordinance: 1707.06, (M1) FAILURE TO REPLACE MISSING SIDE ENT STORM DOOR

Given under my hand, and the Seal of said Court, this day of 02/12/2016.

Per 2935.10 Revised Code

Martin E. Vittardi, Clerk of Courts

Seal

By: Brendalughan
Deputy Clerk of Parma Municipal Court

Incident Number: 201602542

STATE OF OHIO
City of Parma

Case Number: 16CRB00550

-VS-

Parma Municipal Court
RETURN OF SUMMONS

BANK OF AMERICA C/O BRIAN MOYNIHAN, CEO
100 N. TYRON STREET
CHARLOTTE, NC 28255

I have summoned the within named defendant this 02/12/2016 by depositing in the United States Mail, in a sealed envelope bearing sufficient postage a true and certified copy there of with all endorsements thereon addressed to the defendant 100 N. TYRON STREET., CHARLOTTE, NC 28255 usual place of residence.

Incident Number: 201602542

Brendalughan
Deputy Clerk

Buyer(s) Initials RPG 3-10-16

Exhibit "A"

STATE OF OHIO
Cuyahoga County
City of Parma

To the bailiff of Parma Municipal Court

PROPERTY AT: 3322 TUXEDO AVE

-VS-

BANK OF AMERICA C/O BRIAN MOYNIHAN, CEO

SUMMONS IN LIEU OF WARRANT

Court Case #: 16CRB00550

THESE ARE, THEREFORE, to summon the said **BANK OF AMERICA C/O BRIAN MOYNIHAN, CEO**, 100 N. TYRON STREET. CHARLOTTE, NC 28255, to be and to appear before the Judge of the Parma Municipal Court, at 5555 Powers Blvd, Parma, Ohio on the day, 03/04/2016 at, 10:30 AM in Court Room 4 to answer to said complaint:

Ordinance: 1707.06, (M1) FAILURE TO REPAIR/SEAL ASPHALT DRIVE

Given under my hand, and the Seal of said Court, this day of 02/12/2016.

Per 2935.10 Revised Code

Martin E. Vittardi, Clerk of Courts

Seal

By:

Brendel Vaughn

Deputy Clerk of Parma Municipal Court

Incident Number: 201602542

STATE OF OHIO
City of Parma

Case Number: 16CRB00550

Parma Municipal Court
RETURN OF SUMMONS

-VS-

BANK OF AMERICA C/O BRIAN MOYNIHAN, CEO
100 N. TYRON STREET
CHARLOTTE, NC 28255

I have summoned the within named defendant this 02/12/2016 by depositing in the United States Mail, in a sealed envelope bearing sufficient postage a true and certified copy there of with all endorsements thereon addressed to the defendant 100 N. TYRON STREET., CHARLOTTE, NC 28255 usual place of residence.

Incident Number: 201602542

Brendel Vaughn

Deputy Clerk

Buyer(s) Initials APG 3-10-16

Exhibit "A"

STATE OF OHIO
Cuyahoga County
City of Parma

To the bailiff of Parma Municipal Court

PROPERTY AT: 3322 TUXEDO AVE

-VS-

BANK OF AMERICA C/O BRIAN MOYNIHAN, CEO

SUMMONS IN LIEU OF WARRANT

Court Case #: 16CRB00550

THESE ARE, THEREFORE, to summon the said **BANK OF AMERICA C/O BRIAN MOYNIHAN, CEO**, 100 N. TYRON STREET. CHARLOTTE, NC 28255, to be and to appear before the Judge of the Parma Municipal Court, at 5555 Powers Blvd, Parma, Ohio on the day, 03/04/2016 at, 10:30 AM in Court Room 4 to answer to said complaint:

Ordinance: 1707.06, (M1) FAILURE TO CLEAN SOILED/DISCOLORED SIDING

Given under my hand, and the Seal of said Court, this day of 02/12/2016.

Per 2935.10 Revised Code

Martin E. Vittardi, Clerk of Courts

Seal

By: Brenda Vaughn
Deputy Clerk of Parma Municipal Court

Incident Number: 201602542

PARMA MUNICIPAL COURT
FILED
16 FEB 12 PM 4:46

STATE OF OHIO
City of Parma

Case Number: 16CRB00550

-VS-

Parma Municipal Court
RETURN OF SUMMONS

BANK OF AMERICA C/O BRIAN MOYNIHAN, CEO
100 N. TYRON STREET
CHARLOTTE, NC 28255

I have summoned the within named defendant this 02/12/2016 by depositing in the United States Mail, in a sealed envelope bearing sufficient postage a true and certified copy there of with all endorsements thereon addressed to the defendant 100 N. TYRON STREET., CHARLOTTE, NC 28255 usual place of residence.

Incident Number: 201602542

Brenda Vaughn
Deputy Clerk

Buyer(s) Initials RPG 3-10-16

Exhibit "A"

Attorney attended the hearing on 3/4/2016 regarding the above matter. I have posted the hearing results below:

Attended building code violation hearing set to receive plea of B of A to the citations issued on the property at 3322 Tuxedo Ave., Parma, Ohio. I advised the court and the prosecutor that the real estate agent for B of A had spoken to Mr. Don Graves of the City of Parma and that as this property which was obtained through sheriff sale has been sold to a third party and that party has agreed to accept the property with the violations and to cure them that Mr. Graves would give 30 additional days to see if progress could be made in correcting the violations. The prosecutor and the representatives of the building department had not been advised of this discussion but as I was there making that representation, the prosecutor accepted me at my word. The matter was continued for 30 days until April 1, 2016 and I signed a waiver of B of A's rights to a speedy trial in lieu of entering a plea. The prosecutor wants me to memorialize the facts I relayed to the court in an e mail to Mr. Graves and to Mr. Dan Flanagan the property inspector who appeared at the hearing.

Please see the below email received from the city after the hearing.

Bank of America is responsible for the violations that existed during the time of ownership. The violations were not corrected by the compliance date listed on the violation notice. The property is currently on our demolition list and is a public nuisance.

I received a call from the realtor for the Bank of America who informed me that there was a possible sale of the property.

There has not been any contact with anyone representing themselves as a buyer for the property.

The building department has not received a statement from the buyer to the city that the buyer will assume responsibility for the violations that exist on the property.

The realtor was also informed that the demolition designation will not be lifted and should any new owner take over the property prior to the demolition the new property owner would have 30 days to correct all the violations at the property with proper permits as needed from the building department.

Please respond to me as soon as possible as time is of the essence concerning the property located 3322 Tuxedo Avenue.

*Don Graves, Asst. Bldg. Commissioner / Property Maintenance Coordinator
City of Parma Building Department
440-885-8117*

Buyer(s) Initials RPG 3-10-16