



FINAL

A. SETTLEMENT STATEMENT (HUD-1)

B. TYPE OF LOAN

- 1. FHA 2. FHMA 3. CONV. UNINS.
- 4. VA 5. CONV. INS.

6. FILE NUMBER: 16-1112-06-U-R 7. LOAN NUMBER

8. MORTGAGE INS. CASE NO.:

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. NAME & ADDRESS OF BORROWER: Green Pointe Management, LLC
21380 Lorain Road, Fairview Park, OH 44126

E. NAME & ADDRESS OF SELLER: Exhibit "A" Attached Hereto

F. NAME & ADDRESS OF LENDER: CASH SALE

G. PROPERTY LOCATION: 9702 Plymouth Ave, Garfield Heights, OH 44125

H. SETTLEMENT AGENT: Fidelity Land Title Agency Of Cincinnati, Inc.
PLACE OF SETTLEMENT: 10723 Montgomery Road, Cincinnati, OH 45242 (513) 489-2900

I. SETTLEMENT DATE: 4/21/2016

J. Summary of Borrower's Transaction K. Summary of Seller's Transaction

100. Gross Amount Due From Borrower: **400. Gross Amount Due To Seller:**

101. Contract sales price	23,900.00	401. Contract sales price	23,900.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower: (line 1400)	448.00	403.	
104.		404.	
105.		405.	

Adjustments For Items Paid By Seller In Advance: **Adjustments For Items Paid By Seller In Advance:**

106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
113.		413.	
114.		414.	
115.		415.	
116.		416.	

120. Gross Amount Due From Borrower: 24,348.00 **420. Gross Amount Due To Seller:** 23,900.00

200. Amounts Paid By Or In Behalf Of Borrower: **500. Reductions In Amount Due To Seller:**

201. Deposit or earnest money	1,000.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	4,281.10
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff 1st Mtg. Ln.	
205.		505. Payoff 2nd Mtg. Ln.	
206.		506.	
207.		507.	
208.		508.	
209.		509.	

Adjustments For Items Unpaid By Seller: **Adjustments For Items Unpaid By Seller:**

210. City/town taxes to		510. City/town taxes to	
211. County taxes 01/01/16 to 04/21/16	733.51	511. County taxes 01/01/16 to 04/21/16	733.51
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	

220. Total Paid By/For Borrower: 1,733.51 **520. Total Reductions In Amount Due Seller:** 5,014.61

300. Cash At Settlement From/To Borrower: **600. Cash At Settlement From/To Seller:**

301. Gross amount due from borrower (line 120)	24,348.00	601. Gross amount due to seller (line 420)	23,900.00
302. Less amount paid by/for borrower (line 220)	1,733.51	602. Less reductions in amount due seller (line 520)	5,014.61

303. Cash (X) FROM () TO Borrower: 22,614.49 **603. Cash (X) TO () FROM Seller:** 18,885.39

L.		SETTLEMENT	CHARGES	Escrow: 16-1112-06-U-R			
700. Total Sales/Broker's Commission:							
Based On Price \$		23,900.00	@	% =			
Division of Commission (line 700) As Follows:					Paid From Borrower's Funds At Settlement	Paid From Seller's Funds At Settlement	
701.	\$	850.00	to	ERA Lentz Associates (Less \$150 Equator Fee)			
702.	\$	1,000.00	to	Realty Trust Services			
703.	Commission paid at settlement						1,850.00
704.							
800. Items Payable In Connection With Loan:							
801.	Loan Origination fee	%					
802.	Loan Discount	%					
803.	Appraisal fee to:						
804.	Credit report to:						
805.	Lender's inspection fee						
806.	Mortgage insurance application fee to						
807.	Assumption fee						
808.							
809.							
810.							
811.							
812.							
813.							
814.							
815.							
816.							
817.							
818.							
819.							
820.							
821.							
900. Items Required By Lender To Be Paid In Advance:							
901.	Interest from	to	@ \$	/day	(0 days)		
902.	Mortgage insurance premium for	mo. to					
903.	Hazard insurance premium for	yrs. to					
904.	Flood insurance premium for	yrs. to					
905.							
906.							
1000. Reserves Deposited With Lender:							
1001.	Hazard insurance	0 months @ \$	0.00	per month			
1002.	Mortgage insurance	0 months @ \$	0.00	per month			
1003.	City property taxes	0 months @ \$	0.00	per month			
1004.	County property taxes	0 months @ \$	0.00	per month			
1005.	Annual assessments	0 months @ \$	0.00	per month			
1006.	Flood insurance	0 months @ \$	0.00	per month			
1007.		0 months @ \$	0.00	per month			
1008.	Aggregate Adjustment						
1009.							
1100. Title Charges							
1101.	Settlement or closing fee to Fidelity Land Title Agency Of Cincinnati, Inc.				300.00	550.00	
1102.	Abstract or title search to						
1103.	Title examination to ValuAmerica					300.00	
1104.	Title insurance binder to						
1105.	Document preparation to						
1106.	Notary fees to						
1107.	Attorney's fees to						
	(includes above item Numbers:)						
1108.	Title insurance to ValuAmerica					175.00	
	(includes above item Numbers:)						
1109.	Lender's coverage \$						
1110.	Owner's coverage \$ 23,900.00 Premium: \$175.00						
1111.	Recording /Handling to Fidelity Land Title Agency Of Cincinnati, Inc.				100.00		
1112.	Wire/Handling Fee to Fidelity Land Title Agency Of Cincinnati, Inc.					25.00	
1113.	Courier/Handling Fee to Fidelity Land Title Agency Of Cincinnati, Inc.				20.00		
1114.	Exhibit "B" Attached Hereto					185.00	
1200. Government Recording and Transfer Charges:							
1201.	Recording fees: Deed \$	28.00	;Mortgage \$	0.00	:Releases \$	0.00	
1202.	City/county tax/stamps: Deed \$	96.10	;Mortgage \$	0.00			
1203.	State tax/Stamps: Deed \$	0.00	;Mortgage \$	0.00			
1204.							
1205.							
1300. Additional Settlement Charges:							
1301.	Survey to McSteen And Associates						
1302.	Pest inspection to						
1303.	Management Fee to GR Financial, LLC					1,100.00	
1304.							
1305.							
1306.							
1307.							
1308.							
1400.	Total Settlement Charge (Enter on line 103, Section J - and - line 502, Section K)				448.00	4,281.10	

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Borrowers/Purchasers

Sellers

Green Pointe Management, LLC

U.S. Bank Trust, N.A., as Trustee for
LSF9 Master Participation Trust, By
Caliber Home Loans, Inc. as Attorney in

By: _____
Robert Gillespie, Managing Member

By: _____

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent: _____ Date: _____
Fidelity Land Title Agency Of Cincinnati, Inc.

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine or imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

ATTACHMENT TO HUD 1
Settlement Date: 4/21/2016

Escrow No.: 16-1112-06-U-R
Title No.: 16-1112-06-U-R
Page: 1

EXHIBIT A:

Name & Address Of Seller:

U.S. Bank Trust, N.A., as Trustee for LSF9 Master Participation Trust, By Caliber Home Loans, Inc. as Attorney in Fact
13801 Wireless Way, Oklahoma City, OK 73134

EXHIBIT B: (HUD Section 1100)

Title Charges:

	<u>Buyer Amount</u>	<u>Seller Amount</u>
Document Preparation Fee to Kennedy & Kennedy Co., L.P.A.		75.00
Tax Update to ValuAmerica		20.00
Bringdown/Name Search to ValuAmerica		90.00
		<hr/>
Total:		185.00

**FIDELITY LAND TITLE AGENCY
OF CINCINNATI, INC**
10723 Montgomery Road
Cincinnati, Ohio 45242
(513) 489-2900
Fax: (513) 489-3052

US BANK WIRING INSTRUCTIONS

Effective: 11/27/2007

Wiring Instructions for Fidelity Land Title Agency of Cincinnati

✓ Fidelity Land Title Agency of Cincinnati

10723 Montgomery Road

Cincinnati, OH 45242-3215

✓ Account #130105952167

✓ Routing # 042000013

✓ Bank Name: US Bank

✓ Bank Address: 10851 Montgomery Road

Cincinnati, OH 45242

✓ Reference: 16-1112-06-U-R/Property – 9702 Plymouth
Avenue, Garfield Heights, OH 44125

CLOSING NOTICE

File No: 16-1112-06-U-R

Date: 4/21/2016

The purpose of this notice is to set out the rights and responsibilities of the undersigned parties identified as "Buyers", "Sellers" (if this closing is a sale) and Fidelity Land Title Agency of Cincinnati, Inc., which is hereinafter referred to as "Closing Agent". The Sellers, Buyers, and the Closing Agent are sometimes hereinafter referred to collectively as the "Parties" and singularly as a "Party".

1. RECITALS.

The Parties state that:

A. The Sellers and Buyers have entered into a certain contract to purchase real property, identified as "the Property" (the "Purchase Contract"); and

This Notice sets out many of the terms, conditions and notices to the Sellers and/or Buyers regarding the closing.

2. REAL ESTATE TAXES AND PRORATIONS

Buyer and Seller are responsible for the accuracy of any proration or adjustments for taxes between themselves, and the Closing Agent shall not be liable to any party with respect to such proration or adjustment made at closing or thereafter. The amount of the Tax Proration on the HUD-1 Settlement Statement is hereby APPROVED and ACCEPTED by Sellers and Buyers. Any adjustment after the closing will be handled outside the closing by and between Sellers and Buyers in accordance with their contract. The Sellers and Buyers may use any other amount for the proration as agreed by them or as determined by their contract. In the absence of same, Closing Agent as a matter of courtesy will provide a proration. The tax amount used for any proration is based on the last available tax bill.

3. COMPLIANCE AGREEMENT AND LIMITED POWER OF ATTORNEY

The Buyers and Sellers hereby appoint Fidelity Land Title Agency of Cincinnati, Inc. as Attorney in Fact for the limited purpose of signing and/or initialing on their behalf any and all corrections, adjustments amendments and/or modifications to any and all closing documents executed at closing or necessary as intended for closing but omitted there from. The powers granted herein shall be strictly limited to matters of form for the purpose of complying with County Recorder's, Auditor's, or Treasurer's Requirements and shall not affect any substantive right of the Buyers and Sellers, nor alter the terms of the closing documents to make them more burdensome to the Buyers and Sellers. A copy of any corrected documents shall be forwarded to the undersigned immediately upon the making of the correction.

4. GENERAL PROVISIONS.

The Parties agree that:

A. **Representation.** The Closing Agent is not representing either the Sellers or the Buyers in the closing. **Both Sellers and Buyers are encouraged to have independent counsel represent them at the closing.**

B. **Title Insurance.** Unless the Seller is Purchasing an Owners Policy for the Buyer, the Buyer may purchase an Owner's Policy of Title Insurance for an additional charge. The Closing Agent has no duty to the parties as to matters of title to the real estate.

C. **Survey.** There is no warranty or protection given to the Sellers or the Buyers with regard to survey matters. If the Buyers want a stake survey, they may obtain one at their own cost.

D. **Utilities.** The Closing Agent assumes no responsibility for any proration, adjustment or payment of water, sewer, gas, electric or utility charges.

E. **Personal Property.** The Closing Agent assumes no responsibility for transfer of personal property that may be part of the Contract.

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F. Laws and Ordinances. The Closing Agent assumes no responsibility as to compliance with any local municipal requirements, point of sale inspections, laws or ordinances concerning the condition of the property.

G. Purchase Contract. The Parties understand and acknowledge that the Purchase Contract is between the Sellers and Buyers. While the Realtors and the Closing Agent take part in assisting in the closing of the sale and completion of the terms of the Purchase Contract, the primary responsibility to insure that the terms of the Purchase Contract are carried out remains with the Sellers and the Buyers. The Sellers and Buyers are advised and encouraged to ask questions and to seek independent counsels to assure themselves that the transaction is carried out in accordance with the Purchase Contract.

H. Handling Charges. The charges on the Settlement Statement for recording documents and document delivery may include an amount for handling the service rendered.

I. Notice. The Parties severally acknowledge that they have read and fully understand each of the provisions of this Notice.

J. Indemnity and Hold Harmless. The Sellers and Buyers agree, jointly and severally, to defend, hold harmless, and indemnify the Closing Agent, from any and all demands, claims, losses, costs, damages, expenses, and liabilities (including without limitation all costs, expenses, and attorney fees) which the Closing Agent may incur by action as Closing Agent pursuant to this Agreement or otherwise, excepting such claims as may arise from willful conduct or gross negligence.

K. Unreleased Mortgages. Unless an Owner's Policy is issued, the Closing Agent is not responsible for the failure of creditors/lien holders to properly release their mortgages of record. Closing Agent, upon request, may provide assistance, i.e., verification of payment, on a fee basis.

Green Pointe Management, LLC

By: Robert Gillespie, Managing Member

NOTICE OF AVAILABILITY AND OFFER OF CLOSING PROTECTION COVERAGE

Buyer/Borrower: **Green Pointe Management, LLC**

Lender: **CASH SALE**

RE: Licensed Agent: Fidelity Land Title Agency of Cincinnati, Inc.

Premises: **9702 Plymouth Ave, Garfield Heights, OH 44125**

Commitment/File No.: **16-1112-06-U-R**

Notice of Availability of Closing Protection Coverage

Pursuant to Ohio Revised Code Section 3953.32, you are hereby notified of the availability of Closing Protection Coverage in connection with the above-referenced transaction for the premium stated in the Offer of Closing Protection Coverage outlined below.

Closing or settlement of a real estate and/or mortgage loan transaction can be characterized as having two components. One component pertains to the title to the Premises and the title insurance policy therefore. The other component pertains to the handling of funds and documents. A title insurance policy **does not** cover losses due to the mishandling of funds or documents. However, Closing Protection Coverage, as outlined below, **does** provide such protection.

Description of Coverage: The Closing Protection Coverage indemnifies you against the loss of settlement funds resulting from any of the following acts of the Licensed Agent or anyone acting on behalf of the Licensed Agent, subject to certain conditions and exclusions specified in the Closing Protection Coverage From:

- (1) Theft, misappropriation, fraud, or any other failure to properly disburse settlement, closing or escrow funds; and
- (2) Failure to comply with any applicable written closing instructions, when agreed to by the Licensed Agent.

You are covered by a Closing Protection Coverage Form only if it is specifically addressed to you. A copy of the Closing Protection Coverage Form is available upon request.

I (We), the undersigned, hereby acknowledge receipt of this Notice of Availability of Closing Protection Coverage.

Green Pointe Management, LLC

By: Robert Gillespie, Managing Member

16-1112-06-U-R

OFFER OF CLOSING PROTECTION COVERAGE

Pursuant to Ohio Revised Code Section 3953.32, you are hereby offered Closing Protection Coverage in connection with the above-referenced transaction.

Premium Cost: The premium cost for the Closing Protection Coverage is \$40.00 for Lender; \$55.00 for Seller; \$20.00 for Buyer/Borrower; and \$20.00 for any other applicant for title insurance, and **in no case shall the premium cost be less than \$40.00 for this coverage in any transaction.**

Acceptance of Offer/Declination of Offer

I (We), the undersigned, acknowledge receipt of this Offer of Closing Protection Coverage and **do** _____ /**do not** _____ accept the said Offer. If this offer is accepted, the undersigned hereby agrees to pay the applicable premium.

Green Pointe Management, LLC

REO DISCLOSURE – ADDENDUM TO CLOSING NOTICE
Fidelity Land Title Agency of Cincinnati, Inc. (hereinafter “Closing Agent”)

Parcel Number: 541-26-003

Property Address: 9702 Plymouth Ave, Garfield Heights, OH 44125

File No.: 16-1112-06-U-R

You are purchasing a property that has just gone through a foreclosure process. **You or your Real Estate Agent are responsible for obtaining any bills, charges, and assessments against the property that may not now constitute a lien on the property.** Common bills, charges, and assessments include, but are not limited to the following:

1. **Utilities:** Closing Agent assumes no responsibility for any proration, adjustment or payment of water, sewer, gas, electric or utility charges.
2. **Taxes and Future Special Assessments:** Buyer and Seller are responsible for the accuracy of any proration or adjustments for taxes between themselves, and neither the Lender nor Closing Agent shall be liable to any party with respect to such proration or adjustment made at closing or thereafter. The amount of the Tax Proration on the HUD-1 Settlement Statement is hereby APPROVED and ACCEPTED by Sellers and Buyers. Any adjustment after the closing will be handled outside the closing by and between Sellers and Buyers in accordance with their contract. The Sellers and Buyers may use any other amount for the proration as agreed by them or as determined by their contract. In the absence of same, Closing Agent, as a matter of courtesy will provide a proration. **The tax amount used is based on the tax figures shown as of the title search date, not the Date of Closing.**
3. **Condominium / Home Owners Associations:** Buyer and Seller, or their respective agents, are responsible for obtaining the status of any dues owed to a Condominium / Home Owners Association, and providing any amount due to the Closing Agent before closing. Any adjustment after the closing will be handled outside the closing by and between Sellers and Buyers in accordance with their contract. Under no circumstances will the Closing Agent be liable to any party with respect to dues owed to a Condominium / Home Owners Association.

We hereby hold Fidelity Land Title Agency of Cincinnati, Inc. harmless from any liability for any injuries, against all claims and demands, actions, losses, proceedings, costs, liabilities and expenses arising out the failure of a Buyer and/or Seller, or their Agents, to provide any of the above charges to Fidelity Land Title Agency of Cincinnati, Inc. before closing. This agreement shall remain binding upon the heirs, executors, administrators, and assigns of the undersigned.

Signed this ____ day of _____, _____.

Green Pointe Management, LLC

16-1112-06-U-R

**Fidelity Land Title Agency of Cincinnati, Inc.
Privacy Policy Notice**

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Fidelity Land Title Agency of Cincinnati, Inc.

We may collect nonpublic personal information about you from the following sources:

- * Information we receive from you such as on applications or other forms.
- * Information about your transactions we secure from our files, or from [our affiliates or] others.
- * Information we receive from a consumer reporting agency.
- * Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform services on our behalf or with whom we have joint marketing agreements:

Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.

Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

SALE-POST CLOSING MAILING ADDRESS

Fidelity Land Title Agency of Cincinnati, Inc will be sending the following items to you after your closing has been completed:

*ENCRYPTED EMAIL COPIES OF YOUR CLOSING DOCUMENTS

(MORTGAGE TRANSACTIONS ONLY)

* YOUR RECORDED DEED

* YOUR TITLE INSURANCE POLICY (if applicable)

It is imperative that we have an address that the post office will deliver the above items to after the closing. Your deed and title policy (if applicable) can take up to 90 days for delivery due to the process the county recorders utilize to record your documents. If you have not received your deed within the 90 days (after closing) please contact our office at (513) 489-2900 so we may locate your deed. For Mortgage transactions, your closing documents will be sent to you via encrypted email with instructions to retrieve your file.

Buyer

Date

PLEASE PRINT THE FOLLOWING INFORMATION

MARITAL STATUS

Address to send deed/policy to:

Will the property you are purchasing be your principal residence by January of next year:

Yes _____ No _____ (If no, please see below)

Will the property you are purchasing be a second home: Yes ____ No ____ (if no, please see below)

Will the property you are purchasing be investment property: Yes ____ No ____

() _____ HOME PH

() _____ WORK PH

() _____ CELL PH

Email Address to send copies of closing documents to: _____
(Mortgage Transactions Only)

ValuAmerica, Inc.
113 Technology Drive
Pittsburgh PA 15275



SCHEDULE A

Prepared By:
ValuAmerica, Inc.
113 Technology Drive
Pittsburgh, PA 15275

Loan No.: Title No.: VAL-
1273954709

1. Effective date: 30th day of March, 2016
Issue Date: 04/14/2016

This Title Insurance Commitment is good for 60 days from the effective date. If you close a transaction based on this Title Insurance Commitment without a title update, Fidelity National Title Insurance will not issue a Title Insurance Policy.

2. Policy (or Policies) to be issued:

(a) Owner's Policy 2006 Owner's Policy Form Policy Amount \$23,900.00
Proposed Insured: Green Pointe Management LLC

Policy Premium: 175.00 (Additional discounts may apply)

(b) Loan Policy 2006 Loan Policy Form Policy Amount \$0.00
Proposed Insured: Not Yet Provided

Policy Premium: 0 (Additional discounts may apply)

(c) Proposed Insured Policy Amount \$0.00

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

FEE SIMPLE

The estate is subject to, and the Company does not insure title to, and excepts from the description of the land, coal, lignite, oil, gas and other minerals in, under and that may be produced from the land, together with all rights, privileges, and immunities relating thereto

4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:

US BANK TRUST N.A. AS TRUSTEE FOR LSF9 MASTER PARTICIPATION TRUST

Deed Type: SHERIFFS DEED

Grantors: CLIFFORD PINKNEY

Grantees: US BANK TRUST N.A. AS TRUSTEE FOR LSF9 MASTER PARTICIPATION TRUST

Dated: AUGUST 12, 2015

Recorded Date: 03.01.2018

Consideration: \$74632.89

BOOK:

PAGE:

Instrument: 201603010415

Deed Type: General Warranty Deed

Grantors: WILLIAM M. PAUL AND MARY P. PAUL, HUSBAND AND WIFE

Grantees: JULIE SHEERS

Dated: October 29, 2004

Recorded Date: November 3, 2004

Consideration: \$0.00

BOOK:

PAGE:

Instrument: 200411031204

Deed Type: Survivorship Deed

Grantors: WILLIAM M. PAUL AND MARY P. PAUL, HUSBAND AND WIFE

Grantees: WILLIAM M. PAUL, ADULT AND MARY P. PAUL, ADULT, HUSBAND AND WIFE, FOR THEIR JOINT LIVES, REMAINDER TO THE SURVIVOR OF THEM

Dated: May 14, 1985

Recorded Date: May 22, 1985

Consideration: \$0.00

BOOK:

PAGE:

Instrument: 381163

Deed Type: Warranty Deed

Grantors: BERTHA KRZEWINSKI, A WIDOW AND NOT REMARRIED

Grantees: WILLIAM M. PAUL AND MARY P. PAUL, HUSBAND AND WIFE

Dated: April 13, 1973

Recorded Date: May 17, 1973

Consideration: \$25.00

BOOK:

PAGE:

Instrument: 391342

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

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Commonly known as 9702 Plymouth Avenue, Garfield Heights, OH 44125
However, by showing this address no additional coverage is provided



FIDELITY NATIONAL TITLE INSURANCE COMPANY 800-943-1196

Title No VAL-1273954709

LEGAL DESCRIPTION

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF CUYAHOGA, STATE OF OHIO, AND IS DESCRIBED AS FOLLOWS:

KNOWN AS BEING SUBLLOT #120, IN THE PARKLAND HEIGHTS CO.'S PARKLAND HEIGHTS ALLOTMENT OF PART OF ORIGINAL LOTS NOS. 2 AND 3, TRACT #1, INDEPENDENCE TOWNSHIP, EAST OF CUYAHOGA RIVER, AS SHOWN BY THE RECORDED PLAT IN VOLUME 73 OF MAPS, PAGE 8 OF CUYAHOGA COUNTY RECORDS.

Parcel ID: 541-26-003

Commonly known as 9702 Plymouth Avenue, Garfield Heights, OH 44125
However, by showing this address no additional coverage is provided

Prior Instrument Reference Instrument: 200411031204 of the Cuyahoga County, Ohio Records.



Title No. VAL-1273954709

**SCHEDULE B – SECTION I
REQUIREMENTS**

Prepared By:
ValuAmerica, Inc.
113 Technology Drive
Pittsburgh, PA 15275

The following requirements must be met:

- 1) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- 2) Pay us the premiums, fees and charges for the policy.
- 3) If the insured premises include a mobile or manufactured home that has not been permanently affixed to the premises, Company will not issue a final policy of title insurance and any and all obligations created under this commitment will be void.
- 4) Instrument(s) creating the estate or interest (Title) to be insured, executed, delivered and recorded in the Public Records of the appropriate county.
- 5) 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 or exceptions.
- 6) Pay all taxes, charges, and assessments affecting the land that are due and payable.
- 7) Documents for recordation pertinent to this transaction are required to be presented for recording in the format required by the appropriate county recording jurisdiction
- 8) Tax Information to follow as Exhibit B.
- 9) A judgment search has been performed in the county land records, for buyer(s) Green Pointe Management LLC and seller(s) US BANK TRUST NA AS TRUSTEE FOR LSF9 MASTER PARTICIPATION TRUST. Results of this search for the name of buyer(s) Green Pointe Management LLC and seller(s) US BANK TRUST NA AS TRUSTEE FOR LSF9 MASTER PARTICIPATION TRUST will be named in this commitment, if any. (All results herein are for information purposes only and are not warranted for content, accuracy or any other implied or explicit purpose)
- 10) Company requires a Warranty Deed for the consideration amount of \$23,900.00 from US BANK TRUST N.A. AS TRUSTEE FOR LSF9 MASTER PARTICIPATION TRUST, to Green Pointe Management LLC, be executed, and delivered in recordable form.
- 11) Obtain and File Satisfactory resolution of the following matters:
 1. No bankruptcy filing on behalf of JULIE SHEERS AND GREEN POINTE MANAGEMENT, LLC, Debtor, in the State of OHIO appear of record. Any claim caused by or arising out of any bankruptcy proceeding that was not disclosed by filed notice from the Federal District Court, for the State of OHIO Bankruptcy Divisions, is hereby excluded from coverage. (All

results herein are for information purposes only and are not warranted for content, accuracy or any other implied or explicit purpose)

2. Company requires evidence of the Dismissal or Completion of Foreclosure will be extinguished upon recording of valid foreclosure deed.



**SCHEDULE B – SECTION II
EXCEPTIONS**

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 this Commitment.
2. Any lien, or right to alien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
3. Any encroachment, conflicts in boundary lines, discrepancies, easements, measurement, encumbrance, violation, variation, adverse circumstance or other state of facts affecting the title that would be disclosed by an accurate and complete survey of the land. The term "encroachment" includes encroachments of existing improvements located on the land onto adjoining land, and encroachments onto the land of existing improvements located on adjoining land.
4. The exact acreage or square footage of the premises will not be insured.
5. Rights, facts, interests or claims of present tenants, lessees or parties in possession which are not shown by the Public Records, but which could be ascertained by an inspection of said Land or by making inquiry of persons in possession thereof.
6. Streams, riparian rights, littoral rights and the title to any filled-in-lands.
7. Taxes or special assessments which are not shown as existing liens by the public records.
8. Covenants, conditions and restrictions and other instruments recorded in the public records and purporting to impose a transfer fee or conveyance fee payable upon the conveyance of a interest in real property or payable for the right to make or accept such a transfer, and any and all fees, liens or charges, whether recorded or unrecorded, if any, currently due payable or that will become due or payable, and any other rights deriving therefrom, that are assessed pursuant thereto.
9. Any easements or servitudes not appearing in the public records.
10. Any lease, grant, exception or reservation of minerals or mineral rights appearing in the public records.
11. Any lien for service, installation, connection, maintenance, tap, capacity, or construction or similar charges for sewer, water, electricity, natural gas or other utilities, or for garbage collection and disposal by any utility service provider or authority that delivers such services and levies such charges, not shown as an existing lien by the Public Records.
12. Homeowner's or other association dues, assessments or fees for which no notice of delinquency, lien, claim of lien or assessment has been filed of record in the real property records.
13. Any matters listed as requirements on Schedule B-I that are not resolved to the satisfaction of Company will be shown as an exception on final policy.

Company will not issue a policy to the proposed insured(s) if the contemplated transaction involves a Short Sale. A short sale is defined as any sale or refinance transaction where the current mortgagee(s) or beneficiary(ies) of a deed of trust have agreed to satisfy/reconvey their interest for less than the full amount owed under the mortgage/deed of trust. It is the insured's obligation to notify Company if this transaction involves Short Sale.

14. NOTE: ACCORDING TO THE PUBLIC RECORDS, THERE HAVE BEEN NO DEED CONVEYING THE LAND DESCRIBED HEREIN WITHIN A PERIOD OF TWENTY FOUR (24) MONTHS PRIOR TO THE DATE OF THIS REPORT, EXCEPT AS FOLLOWS: NO RESULTS FOUND.

NOTE: Any map/plat is provided as a courtesy as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances or acreage shown thereon.

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing real estate- and loan-related services (collectively, “FNF”, “our” or “we”) respect and are committed to protecting your privacy. This Privacy Notice lets you know how and for what purposes your Personal Information (as defined herein) is being collected, processed and used by FNF. We pledge that we will take reasonable steps to ensure that your Personal Information will only be used in ways that are in compliance with this Privacy Notice. The provision of this Privacy Notice to you does not create any express or implied relationship, or create any express or implied duty or other obligation, between Fidelity National Financial, Inc. and you. See also **No Representations or Warranties** below.

This Privacy Notice is only in effect for any generic information and Personal Information collected and/or owned by FNF, including collection through any FNF website and any online features, services and/or programs offered by FNF (collectively, the “Website”). This Privacy Notice is not applicable to any other web pages, mobile applications, social media sites, email lists, generic information or Personal Information collected and/or owned by any entity other than FNF.

How Information is Collected

The types of personal information FNF collects may include, among other things (collectively, “Personal Information”): (1) contact information (e.g., name, address, phone number, email address); (2) demographic information (e.g., date of birth, gender marital status); (3) Internet protocol (or IP) address or device ID/UDID; (4) social security number (SSN), student ID (SIN), driver’s license, passport, and other government ID numbers; (5) financial account information; and (6) information related to offenses or criminal convictions.

In the course of our business, we may collect Personal Information about you from the following sources:

- Applications or other forms we receive from you or your authorized representative;
- Information we receive from you through the Website;
- Information about your transactions with or services performed by us, our affiliates, or others; and
- From consumer or other reporting agencies and public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others.

Additional Ways Information is Collected Through the Website

Browser Log Files. Our servers automatically log each visitor to the Website and collect and record certain information about each visitor. This information may include IP address, browser language, browser type, operating system, domain names, browsing history (including time spent at a domain, time and date of your visit), referring/exit web pages and URLs, and number of clicks. The domain name and IP address reveal nothing personal about the user other than the IP address from which the user has accessed the Website.

Cookies. From time to time, FNF or other third parties may send a “cookie” to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer’s hard drive and that can be re-sent to the serving website on subsequent visits. A cookie, by itself, cannot read other data from your hard disk or read other cookie files already on your computer. A cookie, by itself, does not damage your system. We, our advertisers and other third parties may use cookies to identify and keep track of, among other things, those areas of the Website and third party websites that you have visited in the past in order to enhance your next visit to the Website. You can choose whether or not to accept cookies by changing the settings of your Internet browser, but some functionality of the Website may be impaired or not function as intended. See the Third Party Opt Out section below.

Web Beacons. Some of our web pages and electronic communications may contain images, which may or may not be visible to you, known as Web Beacons (sometimes referred to as “clear gifs”). Web Beacons collect only limited information that includes a cookie number; time and date of a page view; and a description of the page on which the Web Beacon resides. We may also carry Web Beacons placed by third party advertisers. These Web Beacons do not carry any Personal Information and are only used to track usage of the Website and activities associated with the Website. See the Third Party Opt Out section below.

Unique Identifier. We may assign you a unique internal identifier to help keep track of your future visits. We may use this information to gather aggregate demographic information about our visitors, and we may use it to personalize the information you see on the Website and some of the electronic communications you receive from us. We keep this information for our internal use, and this information is not shared with others.

Third Party Opt Out. Although we do not presently, in the future we may allow third-party companies to serve advertisements and/or collect certain anonymous information when you visit the Website. These companies may use non-personally identifiable information (e.g., click stream information, browser type, time and date, subject of advertisements clicked or scrolled over) during your visits to the Website in order to provide advertisements about products and services likely to be of greater interest to you. These companies typically use a cookie or third party Web Beacon to collect this information, as further described above. Through these technologies, the third party may have access to and use non-personalized information about your online usage activity.

You can opt-out of certain online behavioral services through any one of the ways described below. After you opt-out, you may continue to receive advertisements, but those advertisements will no longer be as relevant to you.

- You can opt-out via the Network Advertising Initiative industry opt-out at <http://www.networkadvertising.org>.
- You can opt-out via the Consumer Choice Page at <http://www.aboutads.info>.
- For those in the U.K., you can opt-out via the IAB UK’s industry opt-out at <http://www.youronlinechoices.com>.
- You can configure your web browser (Chrome, Firefox, Internet Explorer, Safari, etc.) to delete and/or control the use of cookies.

More information can be found in the Help system of your browser. Note: If you opt-out as described above, you should not delete your cookies. If you delete your cookies, you will need to opt-out again.

Use of Personal Information

Information collected by FNF is used for three main purposes:

- To provide products and services to you or one or more third party service providers (collectively, "Third Parties") who are obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services that we perform for you or for Third Parties.
- To communicate with you and to inform you about FNF's, FNF's affiliates and third parties' products and services.

When Information Is Disclosed By FNF

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To agents, brokers, representatives, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers who provide services or perform marketing services or other functions on our behalf;
- To law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

In addition to the other times when we might disclose information about you, we might also disclose information when required by law or in the good-faith belief that such disclosure is necessary to: (1) comply with a legal process or applicable laws; (2) enforce this Privacy Notice; (3) respond to claims that any materials, documents, images, graphics, logos, designs, audio, video and any other information provided by you violates the rights of third parties; or (4) protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep the Personal Information that is disclosed to us secure. We provide Personal Information and non-Personal Information to our subsidiaries, affiliated companies, and other businesses or persons for the purposes of processing such information on our behalf and promoting the services of our trusted business partners, some or all of which may store your information on servers outside of the United States. We require that these parties agree to process such information in compliance with our Privacy Notice or in a similar, industry-standard manner, and we use reasonable efforts to limit their use of such information and to use other appropriate confidentiality and security measures. The use of your information by one of our trusted business partners may be subject to that party's own Privacy Notice. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We also reserve the right to disclose Personal Information and/or non-Personal Information to take precautions against liability, investigate and defend against any third-party claims or allegations, assist government enforcement agencies, protect the security or integrity of the Website, and protect the rights, property, or personal safety of FNF, our users or others.

We reserve the right to transfer your Personal Information, as well as any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets. We also cannot make any representations regarding the use or transfer of your Personal Information or other information that we may have in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors, and you expressly agree and consent to the use and/or transfer of your Personal Information or other information in connection with a sale or transfer of some or all of our assets in any of the above described proceedings. Furthermore, we cannot and will not be responsible for any breach of security by any third parties or for any actions of any third parties that receive any of the information that is disclosed to us.

Information From Children

We do not collect Personal Information from any person that we know to be under the age of thirteen (13). Specifically, the Website is not intended or designed to attract children under the age of thirteen (13). You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Privacy Notice, and to abide by and comply with this Privacy Notice. In any case, you affirm that you are over the age of 13, as **THE WEBSITE IS NOT INTENDED FOR CHILDREN UNDER 13 THAT ARE UNACCOMPANIED BY HIS OR HER PARENT OR LEGAL GUARDIAN.**

Parents should be aware that FNF's Privacy Notice will govern our use of Personal Information, but also that information that is voluntarily given by children – or others – in email exchanges, bulletin boards or the like may be used by other parties to generate unsolicited communications. FNF encourages all parents to instruct their children in the safe and responsible use of their Personal Information while using the Internet.

Privacy Outside the Website

The Website may contain various links to other websites, including links to various third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites. Other than under agreements with certain reputable organizations and companies, and except for third party service providers whose services either we use or you voluntarily elect to utilize, we do not share any of the Personal Information that you provide to us with any of the websites to which the Website links, although we may share aggregate, non-Personal Information with those other third parties. Please check with those websites in order to determine their privacy policies and your rights under them.

European Union Users

If you are a citizen of the European Union, please note that we may transfer your Personal Information outside the European Union for use for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information, you consent to both our collection and such transfer of your Personal Information in accordance with this Privacy Notice.

Choices With Your Personal Information

Whether you submit Personal Information to FNF is entirely up to you. You may decide not to submit Personal Information, in which case FNF may not be able to provide certain services or products to you.

You may choose to prevent FNF from disclosing or using your Personal Information under certain circumstances (“opt out”). You may opt out of any disclosure or use of your Personal Information for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization by notifying us by one of the methods at the end of this Privacy Notice. Furthermore, even where your Personal Information is to be disclosed and used in accordance with the stated purposes in this Privacy Notice, you may elect to opt out of such disclosure to and use by a third party that is not acting as an agent of FNF. As described above, there are some uses from which you cannot opt-out.

Please note that opting out of the disclosure and use of your Personal Information as a prospective employee may prevent you from being hired as an employee by FNF to the extent that provision of your Personal Information is required to apply for an open position.

If FNF collects Personal Information from you, such information will not be disclosed or used by FNF for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you disclosure and use.

You may opt out of online behavioral advertising by following the instructions set forth above under the above section “Additional Ways That Information Is Collected Through the Website,” subsection “Third Party Opt Out.”

Access and Correction

To access your Personal Information in the possession of FNF and correct inaccuracies of that information in our records, please contact us in the manner specified at the end of this Privacy Notice. We ask individuals to identify themselves and the information requested to be accessed and amended before processing such requests, and we may decline to process requests in limited circumstances as permitted by applicable privacy legislation.

Your California Privacy Rights

Under California’s “Shine the Light” law, California residents who provide certain personally identifiable information in connection with obtaining products or services for personal, family or household use are entitled to request and obtain from us once a calendar year information about the customer information we shared, if any, with other businesses for their own direct marketing uses. If applicable, this information would include the categories of customer information and the names and addresses of those businesses with which we shared customer information for the immediately prior calendar year (e.g., requests made in 2015 will receive information regarding 2014 sharing activities).

To obtain this information on behalf of FNF, please send an email message to privacy@fnf.com with “Request for California Privacy Information” in the subject line and in the body of your message. We will provide the requested information to you at your email address in response.

Please be aware that not all information sharing is covered by the “Shine the Light” requirements and only information on covered sharing will be included in our response.

Additionally, because we may collect your Personal Information from time to time, California’s Online Privacy Protection Act requires us to disclose how we respond to “do not track” requests and other similar mechanisms. Currently, our policy is that we do not recognize “do not track” requests from Internet browsers and similar devices.

No Representations or Warranties

By providing this Privacy Notice, Fidelity National Financial, Inc. does not make any representations or warranties whatsoever concerning any products or services provided to you by its majority-owned subsidiaries. In addition, you also expressly agree that your use of the Website is at your own risk. Any services provided to you by Fidelity National Financial, Inc. and/or the Website are provided “as is” and “as available” for your use, without representations or warranties of any kind, either express or implied, unless such warranties are legally incapable of exclusion. Fidelity National Financial, Inc. makes no representations or warranties that any services provided to you by it or the Website, or any services offered in connection with the Website are or will remain uninterrupted or error-free, that defects will be corrected, or that the web pages on or accessed through the Website, or the servers used in connection with the Website, are or will remain free from any viruses, worms, time bombs, drop dead devices, Trojan horses or other harmful components. Any liability of Fidelity National Financial, Inc. and your exclusive remedy with respect to the use of any product or service provided by Fidelity National Financial, Inc. including on or accessed through the Website, will be the re-performance of such service found to be inadequate.

Your Consent To This Privacy Notice

By submitting Personal Information to FNF, you consent to the collection and use of information by us as specified above or as we otherwise see fit, in compliance with this Privacy Notice, unless you inform us otherwise by means of the procedure identified below. If we decide to change this Privacy Notice, we will make an effort to post those changes on the Website. Each time we collect information from you following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you may submit in any manner that we may choose without notice or compensation to you.

If you have additional questions or comments, please let us know by sending your comments or requests to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

(888) 934-3354
privacy@fnf.com

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