

<b>A.</b> <b>U.S. DEPARTMENT OF HOUSING &amp; URBAN DEVELOPMENT</b> <b>SETTLEMENT STATEMENT</b>	<b>B. TYPE OF LOAN</b>	
	1. <input type="checkbox"/> FHA    2. <input type="checkbox"/> FmHA    3. <input type="checkbox"/> Conv. Unins.    4. <input type="checkbox"/> VA    5. <input type="checkbox"/> Conv. Ins.	
	6. FILE NUMBER: 2016-00069	7. LOAN NUMBER:
	8. MORTGAGE INS CASE NUMBER:	

**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 "[POC]" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.*  
 1.0 3/98 (2016-00069 / 119)

<b>D. NAME AND ADDRESS OF BUYER:</b> Green Pointe Management, LLC, an Ohio Limited Liability Company 23180 Lorain Rd Cleveland Hts, OH 44121	<b>E. NAME AND ADDRESS OF SELLER:</b> U.S. Bank Trust, N.A., as Trustee for LSF9 Master Participation Trust 2691 S. Decker Lake Lane West Valley, UT 84119	<b>F. NAME AND ADDRESS OF LENDER:</b> CASH TRANSACTION
<b>G. PROPERTY LOCATION:</b> 889 Woodview Rd Cleveland Hts, OH 44121 Cuyahoga County, Ohio	<b>H. SETTLEMENT AGENT:</b> Omega Title Agency, LLC  <b>PLACE OF SETTLEMENT:</b> 4500 Courthouse Blvd. # 100 Stow, OH 44224	<b>I. SETTLEMENT DATE:</b> April 20, 2016  <b>DISBURSEMENT DATE:</b> April 20, 2016

J. SUMMARY OF BUYER'S TRANSACTION	
<b>100. GROSS AMOUNT DUE FROM BUYER:</b>	
101. Contract sales price	16,500.00
102. Personal property	
103. Settlement charges to buyer (line 1400)	376.00
104. Poit of Sale Escrow Hold	11,438.00
105.	
<i>Adjustments for items paid by seller in advance</i>	
106. City/Town taxes	
107. County taxes	
108. Assessments	
109.	
110.	
111.	
112.	
<b>120. GROSS AMOUNT DUE FROM BUYER</b>	<b>28,314.00</b>
<b>200. AMOUNTS PAID BY OR IN BEHALF OF BUYER:</b>	
201. Deposit or earnest money	1,000.00
202. Principal amount of new loan(s)	
203. Existing loan(s) taken subject to	
204.	
205.	
206.	
207.	
208.	
209.	
<i>Adjustments for items unpaid by seller</i>	
210. City/Town taxes	
211. County taxes    01/01/16 to 04/20/16	671.71
212. Assessments	
213.	
214.	
215.	
216.	
217.	
218.	
219.	
<b>220. TOTAL PAID BY/FOR BUYER</b>	<b>1,671.71</b>
<b>300. CASH AT SETTLEMENT FROM/TO BUYER:</b>	
301. Gross amount due from Buyer (Line 120)	28,314.00
302. Less amount paid by/for Buyer (Line 220)	( 1,671.71)
<b>303. CASH FROM BUYER</b>	<b>26,642.29</b>

K. SUMMARY OF SELLER'S TRANSACTION	
<b>400. GROSS AMOUNT DUE TO SELLER:</b>	
401. Contract sales price	16,500.00
402. Personal property	
403.	
404.	
405.	
<i>Adjustments for items paid by seller in advance</i>	
406. City/Town taxes	
407. County taxes	
408. Assessments	
409.	
410.	
411.	
412.	
<b>420. GROSS AMOUNT DUE TO SELLER</b>	<b>16,500.00</b>
<b>500. REDUCTIONS IN AMOUNT DUE TO SELLER:</b>	
501. Excess deposit (see instructions)	
502. Settlement charges to seller (line 1400)	4,027.02
503. Existing loan(s) taken subject to	
504. Payoff of first mortgage loan	
505. Payoff of second mortgage loan	
506.	
507. Dep. disbursed as proceeds	
508.	
509.	
<i>Adjustments for items unpaid by seller</i>	
510. City/Town taxes	
511. County taxes    01/01/16 to 04/20/16	671.71
512. Assessments	
513.	
514.	
515.	
516.	
517.	
518.	
519.	
<b>520. TOTAL REDUCTION AMOUNT DUE SELLER</b>	<b>4,698.73</b>
<b>600. CASH AT SETTLEMENT TO/FROM SELLER:</b>	
601. Gross amount due to Seller (Line 420)	16,500.00
602. Less reductions due Seller (Line 520)	( 4,698.73)
<b>603. CASH TO SELLER</b>	<b>11,801.27</b>

*RP6*

**L. SETTLEMENT CHARGES**

<b>700. TOTAL COMMISSION Based on Price</b>	\$	@	%	1,850.00		
<i>Division of Commission (line 700) as Follows:</i>						
701. \$ 850.00	to	ERA Lentz Associates, Inc.			PAID FROM BUYER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
702. \$ 1,000.00	to	Realty Trust Services				
703. Commission Paid at Settlement						1,850.00
704.	to					
<b>800. ITEMS PAYABLE IN CONNECTION WITH LOAN</b>						
801. Loan Origination Fee	%	to				
802. Loan Discount	%	to				
803. Appraisal fee		to				
804. Credit report		to				
805. Lender's inspection fee		to				
806. Mortgage insurance application fee		to				
807. Assumption fee		to				
808.		to				
809.		to				
810.		to				
811.		to				
<b>900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE</b>						
901. Interest From	04/20/16	to	05/01/16	@ \$	/day	( 11 days %)
902. Mortgage insurance premium	for	month	to			
903. Hazard insurance premium	for	year	to			
904.	for	year	to			
905.						
<b>1000. RESERVES DEPOSITED WITH LENDER</b>						
1001. Hazard insurance	Months	@ \$		per	Month	
1002. Mortgage insurance	Months	@ \$		per	Month	
1003. City property taxes	Months	@ \$		per	Month	
1004. County taxes	Months	@ \$		per	Month	
1005. Annual assessments	Months	@ \$		per	Month	
1006.	Months	@ \$		per	Month	
1007.	Months	@ \$		per	Month	
1008.	Months	@ \$		per	Month	
<b>1100. TITLE CHARGES</b>						
1101. Settlement or closing fee	to	Omega Title Agency, LLC			275.00	275.00
1102. Abstract or title search (3)	to	Omega Title Agency, LLC				150.00
1103. Title examination	to	Omega Title Agency, LLC				250.00
1104. Title insurance binder	to	Omega Title Agency, LLC				75.00
1105. Document preparation	to	Omega Title Agency, LLC				40.00
1106. Notary fees	to					
1107. Attorney's fees	to	The Law Offices of John D. Clunk Co., LPA				10.00
(includes above item numbers:		)				
1108. Owner's policy premium	to	Omega Title Agency, LLC				175.00
(includes above item numbers:		)				
1109. Lender's coverage						
1110. Owner's coverage	\$ 16,500.00			175.00		
1111. Express Mail Service	to	Omega Title Agency, LLC				10.52
1112. Wire Fee	to	Omega Title Agency, LLC			5.00	5.00
1113. Transfer Service Fee	to	Omega Title Agency, LLC			60.00	
<b>1200. GOVERNMENT RECORDING AND TRANSFER CHARGES</b>						
1201. Recording fees: Deed	\$ 56.00;	Mortgage		Releases	36.00	20.00
1202. City/County tax/stamps: Deed	\$ 66.50;	Mortgage				66.50
1203. State tax/stamps: Deed		Mortgage				
1204.	to					
1205.	to					
<b>1300. ADDITIONAL SETTLEMENT CHARGES</b>						
1301. Survey	to					
1302. Pest inspection	to					
1303. Management Fee	to	GR Financial, LLC				1,100.00
1304.	to					
1305.	to					
<b>1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)</b>					<b>376.00</b>	<b>4,027.02</b>

fbg

# HUD-1, Attachment

**Buyer:** Green Pointe Management, LLC, an  
Ohio Limited Liability Company  
23180 Lorain Rd  
Cleveland Hts, OH 44121

**Seller:** U.S. Bank Trust, N.A., as Trustee for  
LSF9 Master Participation Trust  
2691 S. Decker Lake Lane  
West Valley, UT 84119


**Lender:**

**Settlement Agent:** Omega Title Agency, LLC  
(330) 436-6700  
**Place of Settlement:** 4500 Courthouse Blvd.  
# 100  
Stow, OH 44224  
**Settlement Date:** April 20, 2016  
**Disbursement Date:** April 20, 2016  
**Property Location:** 889 Woodview Rd  
Cleveland Hts, OH 44121  
Cuyahoga County, Ohio

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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.

Green Pointe Management, LLC, an Ohio Limited  
Liability Company

BY:   
Robert P. Gillespie

U.S. Bank Trust, N.A., as Trustee for LSF9 Master  
Participation Trust

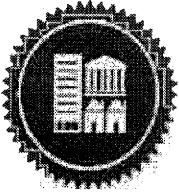
BY: \_\_\_\_\_  
Caliber Home Loans, Inc., as Attorney in Fact

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

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Omega Title Agency, LLC  
Settlement Agent

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



# Fidelity National Title Insurance Company

## COMMITMENT FOR TITLE INSURANCE

### SCHEDULE A

File No.: 2016-00069

**Address Reference: 889 Woodview Rd, Cleveland Hts, OH 44121**

1. Effective Date: **April 1, 2016 at 7:59 a.m.**

2. Policy or Policies to be issued:

	Amount
a. ALTA Owners Policy (06/17/06)	\$16,500.00

Proposed Insured: Green Pointe Management, LLC, an Ohio Limited Liability Company

3. The estate or interest in the land described or referred to in this Commitment is **Fee Simple**.

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

**U.S. Bank Trust, N.A., as Trustee for LSF9 Master Participation Trust  
Sheriff's Deed, Instrument 201509170154, recorded September 17, 2015**

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

**See Exhibit A attached hereto and made a part hereof**

Issuing Agent: Omega Title Agency, LLC  
Agent ID No.: OH2945  
Address: 4500 Courthouse Blvd., # 100  
City, State, Zip: Stow, OH 44224  
Telephone: (330) 436-6700

Omega Title Agency, LLC

6197

**ACKNOWLEDGEMENT AND ACCEPTANCE**

By: Martin I. Newman  
Its Authorized Representative  
Licensed Title Agent  
(This Schedule A valid only when Schedule B is attached)

Fidelity National Title Insurance Company Insurance Fraud Warning: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

FIDELITY NATIONAL TITLE INSURANCE COMPANY

# FIDELITY NATIONAL TITLE INSURANCE COMPANY

## SCHEDULE B - SECTION I

File No.: 2016-00069

The following are the requirements to be complied with:

1. A properly executed and recordable Limited Warranty Deed from owner to proposed insured conveying the premises described in Schedule A, hereof.

*RF*

FIDELITY NATIONAL TITLE INSURANCE COMPANY

# FIDELITY NATIONAL TITLE INSURANCE COMPANY

## SCHEDULE B - SECTION II

File No.: 2016-00069

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 hereof 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 facts, rights, interests, or claims that are not shown in the public records but that could be ascertained by an inspection of the land or by making inquiry of persons in possession of the land.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.

**NOTE:** Failure to provide a Survey Affidavit with attached survey within 10 years, will result in the final policy of title insurance taking specific exception to all matters of the Survey.

4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the public records.
5. Rights of parties in possession of all or any part of the premises, including, but not limited to, easements, claims of easements or encumbrances that are not shown in the public records.
6. The lien of the real estate taxes or assessments imposed on the title by a governmental authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the public records.
7. The following exception will appear in any loan policy to be issued pursuant to this commitment: Oil and gas leases, pipeline agreements, or any other instrument related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.
8. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.

*R/t*

FIDELITY NATIONAL TITLE INSURANCE COMPANY

## SCHEDULE B - SECTION II

(Continued)

9. Plat of the Laura M. Stewart's Subdivision recorded June 28, 1893 as Volume 19 of Maps, Page 24, of Cuyahoga County, Ohio Records.

NOTE: No further examination has been made of the public record. See document for particulars.

10. The County Treasurer's Tax Duplicate shows taxes for Parcel No. 681-38-015 in the amount of \$1,067.02 per half are paid for the first half Tax Year 2015. Second half 2015 taxes are paid.

SPECIAL ASSESSMENTS are paid for Tax Year 2015:  
M203106-Street Lites (per half) \$40.40

NOTE: Delinquent sewer bills, water bills, charges for weed cutting, cleaning up trash and other nuisance abatement charges may become a lien on the real estate. No liability is assumed by the Company for ascertaining the status of these charges. The proposed insured is cautioned to obtain the current status of these charges, if any.

11. Homeowner's/Condo Association dues are the responsibility of the buyer. Failure to pay any Homeowner's/Condo Association due required by the Restrictive Covenants set forth herein may result in a lien on the insured premises. The company assumes no responsibility for ascertaining the status of these charges. The purchaser/insured is cautioned to obtain the current status of these charges.

NOTE: Delinquent sewer bills, water bills, charges for weed cutting, cleaning up trash and other nuisance abatement charges may become a lien on the real estate. No liability is assumed by the Company for ascertaining the status of these charges. The proposed insured is cautioned to obtain the current status of these charges, if any.

12. Homeowner's/Condo Association dues are the responsibility of the buyer. Failure to pay any Homeowner's/Condo Association due required by the Restrictive Covenants set forth herein may result in a lien on the insured premises. The company assumes no responsibility for ascertaining the status of these charges. The purchaser/insured is cautioned to obtain the current status of these charges.

R/K

FIDELITY NATIONAL TITLE INSURANCE COMPANY

# FIDELITY NATIONAL TITLE INSURANCE COMPANY

## EXHIBIT A LEGAL DESCRIPTION

File No.: 2016-00069

Situated in the City of Cleveland Heights, County of Cuyahoga and State of Ohio and known as being part of Sublots Nos. 1 and 2 in Laura M. Stewart's Subdivision of part of Original Euclid Township, Lot No. 53, as shown by the recorded plat in Volume 19 of Maps, Page 24 of Cuyahoga County Records and together forming a parcel of land bounded and described as follows:

Beginning on the Easterly line of Woodview Road (formerly Noble Place), 65.76 feet Northerly, measured along said Easterly line. From its point of intersection with the Southerly line of Sublot No. 2;

Thence Northerly along said Easterly line of Woodview Road, 40 feet;

Thence Easterly on a line parallel with the Southerly line of Sublots Nos. 1 and 2, 176 feet;

Thence Southerly on a line parallel with the Easterly line of said Sublot No. 1, 40 feet;

Thence Westerly on a line parallel with said Southerly lines of Sublots Nos. 1 and 2, 176 feet to the place of beginning.

**Parcel No.: 681-38-015**

**Deed Reference: Sheriff's Deed, recorded September 17, 2015 as Instrument 201509170154**

**889 Woodview Rd, Cleveland Hts, OH 44121**

\*\*The property address and tax parcel identification number listed are provided solely for information purposes, without warranty as to accuracy or completeness and are not hereby insured.

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FIDELITY NATIONAL TITLE INSURANCE COMPANY





# Fidelity National Title Insurance Company

File No.: 2016-00069

## COMMITMENT FOR TITLE INSURANCE

Issued by  
**FIDELITY NATIONAL TITLE INSURANCE COMPANY**

*Fidelity National Title Insurance Company, a Ohio 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 180 days 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.*

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

Omega Title Agency, LLC

By: Martin I. Newman  
Its Authorized Representative  
Licensed Title Agent

**FIDELITY NATIONAL TITLE INSURANCE COMPANY**



BY

  
President

ATTEST

  
Secretary

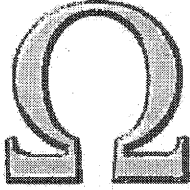
**FIDELITY NATIONAL TITLE INSURANCE COMPANY**

## 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/>>.*

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FIDELITY NATIONAL TITLE INSURANCE COMPANY



OMEGA TITLE AGENCY, LLC

## Omega Title Agency, LLC PRIVACY POLICY

### We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

### Applicability

This Privacy Policy governs use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

### Type of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include;

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us or others; and
- Information we receive from a consumer reporting agency.

### Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested to us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf.

### Former Customers

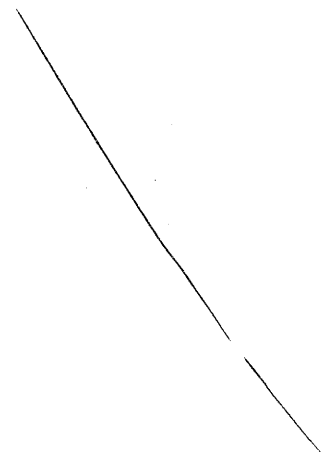
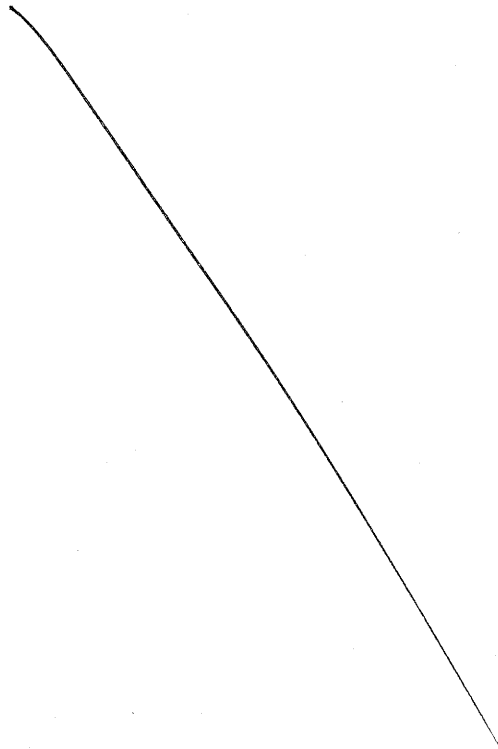
Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

RPE

### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

*[As required by the Gramm-Leach-Bliley Act, effective June 1, 2001]*



NOTICE CONCERNING UNPAID WATER AND SEWER CHARGES

DATE: 4/20/16

BUYER: Green Pointe Management, LLC, an Ohio Limited Liability Company

SELLER: U.S. Bank Trust, N.A., as Trustee for LSF9 Master Participation Trust

PROPERTY ADDRESS: 889 Woodview Rd, Cleveland Hts, OH 44121

Purchaser(s) is/are hereby notified that there may be unpaid charges for water and/or sewer services furnished to the property being purchased this date, that although these charges are not now a lien against the property, they could, if not paid, become such a lien at a later date, or in lieu thereof, the local authority furnishing such service may terminate the service if such charges are not paid; that no allowance for such charges was made or taken into account on the closing statement covering this transaction, nor does the Title Insurance Company, and/or its Agent, either under it's owners or mortgagee title insurance binder and subsequent policy, insure against any future lien or termination of service which could result from such unpaid charges; and purchaser(s) in conjunction with seller(s) must separately see to the payment of any charges pursuant to the agreement between the parties.

Furthermore, if and when the Title Company does aid in obtaining such information to be included on the closing statement, purchaser(s) understand that this information is obtained on the basis of information now appearing with the City/County Department of Public Utilities and that there may be additional charges which do not now appear of record or an increase in the price of services or an amount which has not yet been reflected on the current water bill. The Title Company is not to be held responsible for amounts that may not appear accurate at the time of closing.

The undersigned acknowledge receipt of a copy of the above notice on: April 20, 2016

Green Pointe Management, LLC, an Ohio Limited Liability Company

BY: [Signature]  
Robert P. Gillespie

STATE OF Ohio )  
COUNTY OF Cuyahoga )

Before me, Valery Dressler, a Notary Public in and for the County and State aforesaid, this 20 day of April 2016, personally appeared Green Pointe Management, LLC, an Ohio Limited Liability Company and acknowledged the execution of the foregoing instrument.

[Signature]  
NOTARY PUBLIC



Valery J. Dressler  
Notary Public  
Cuyahoga County, OH  
My Commission Expires  
October 4, 2019

## AGREEMENT AS TO TAXES AND ASSESSMENTS

By mutual agreement of Seller and Buyers, Omega Title Agency, LLC in connection with closing this transaction, has collected and/or prorated taxes and assessments pursuant to the purchase agreement.

We understand that this is done on the basis of information now appearing on the tax duplicate in the County Treasurer's Office and that there may be assessments levied which do not now appear of record or an increase in Tax Valuation or amount of taxes which has not yet been reflected on the Treasurer's Tax Duplicate.

***If applicable:*** this property was purchased previously at Sheriff's Sale. As part of the confirmation of the sheriff's sale the real estate property taxes were prorated in the amount of \$\_\_\_\_\_ by the county auditor and paid by the purchaser at sheriff's sale through the sheriff's office and although the payment does not appear on the current tax duplicate it is scheduled to appear on a future tax duplicate and was included in the final prorations herein.

If there is a surplus of the current real estate taxes being held by the Cuyahoga County Treasurer, both Buyer(s) and Seller(s) hereby advise the Cuyahoga County Treasurer not to issue any refund of the surplus to either party and that said surplus should be applied to future real estate tax bills which become due.

We have accepted that amount collected, withheld, or prorated in full satisfaction of any obligation on the part of Omega Title Agency, LLC and agree that if there is any change or addition in taxes or assessments, we will handle the matter between the parties pursuant to the contract, and not look to Omega Title Agency, LLC, for reimbursement thereof or any amount related thereto.

**PLEASE NOTE YOU MUST REFER TO YOUR CONTRACT FOR THE SPECIFIC TERMS REGARDING THIS MATTER AS SOME CONTRACTS STATE ALL PRORATIONS ARE FINAL AND AS A RESULT IT WILL BE THE BUYERS RESPONSIBILITY TO PAY ANY INCREASES!**

IN WITNESS WHEREOF, we have hereunto set our hands on April 20, 2016.

Buyer:

Seller:

**Green Pointe Management, LLC, an Ohio Limited Liability Company**

**U.S. Bank Trust, N.A., as Trustee for LSF9 Master Participation Trust**

BY: \_\_\_\_\_  
**Robert P. Gillespie**

BY: \_\_\_\_\_  
**Caliber Home Loans, Inc., as Attorney in Fact**

4500 Courthouse Blvd., # 100, Stow, OH 44224

### STANDARD CONDITIONS OF ACCEPTANCE OF ESCROW

The undersigned parties agree that Omega Title Agency, LLC, ("Agent") shall act as Settlement and/or Escrow Agent pursuant to the written agreement/contract for purchase between the parties and such mutual instructions as shall be accepted by Agent, provided, however, that unless specific written instruction to the contrary are accepted by Agent; the following conditions shall apply:

- 1) **SETTLEMENT AGENT/ESCROW AGENT.** Shall apply to Omega Title Agency, LLC whether representing Seller and/or Buyer both or individually.
- 2) **ESCROW DEPOSITS.** Agent shall be liable only for such funds and instruments which are actually deposited, received and accepted by it for the escrow transaction and shall have a lien on all funds and instruments deposited with it to secure payment of fees and costs incurred while performing the escrow function. Any and all funds, documents or property deposited by other than the parties shall be subject to the instructions of such depositing parties. Agent is not required to commence any settlement or title function or incur any other cost until all funds and documents required in escrow have been deposited. If any party shall fail to deposit in escrow any funds or documents within the longer of the following time periods: (a) the time required by the agreement or instructions, (b) 15 days after written notice of default, nonperformance or dispute from any part, or (c) 15 days after demand by Agent, thereafter Agent may terminate the escrow or decline to act further except pursuant to court order or written mutual agreement parties acceptable to Agent. Upon termination, Agent may retain all funds, documents, and properties deposited in escrow until Agent's fees and costs are paid or secured to its satisfaction; or, at its option, deduct such fees and costs from any such funds deposited in escrow. Thereafter, the balance of such funds, documents and property shall be returned to the depositing parties. The parties hereby agree to save Agent harmless from any loss or damage resulting from such termination of declination and indemnify Agent for any loss, cost or damage including, without limitation, attorney fees and cost of litigation which Agent may incur.
- 3) **ESCROW FUNDS.** Funds deposited in escrow shall not bear interest for benefit of buyer or seller. Any cash or checks required by the terms of the instructions and received by the Agent may be deposited in the Agents escrow account in any depository which it may select. The Agent shall be permitted to invest the funds so deposited and Agent shall be entitled to keep all interest and profits derived from said investment for its own account. The Seller and/or Buyer do hereby expressly waive any claim or any interest or profits from the funds deposited in escrow. The Agent shall not be liable for the payment of any funds in the event of the insolvency of suspension of payments by such depository. All funds deposited with Agent shall be deposited by Agent in a federally insured depository. It is understood and agreed that Agent is entitled to additional fees for opening and maintaining special accounts at the instruction of a depositing party if agreed to by Agent. Funds deposited pending proof of payment of Sellers obligation (s) may be released to buyer if such proof is not provided within 120 days of settlement.
- 4) **SETTLEMENT CHARGES.** Escrow, settlement, title transfer, and recording cost shall be allocated as follows: Charges are defined in the contract, however, should they not be specifically set forth therein the following shall apply; Seller shall be charged with the cost of title examination, title evidence required from seller, transfer and conveyance fee, one half of the escrow and settlement charges, real estate taxes due and payable at the date of closing, cost of satisfying liens and encumbrances not accepted or assumed by Buyer, and anything required by or on behalf of Seller not listed herein; Buyer

RC

shall be charged with one half escrow and settlement charges, the costs of title evidence not provided by seller, Recording instruments of conveyance and mortgages, and anything required by or on behalf of Buyer or Lender and not listed herein:

Agent shall be paid in full at settlement for all title, escrow and settlement fees and costs and may withhold settlement and retain all funds and documents held as or in escrow by Agent until such fees and costs are paid or secured to Agent's satisfaction. Provided the instructions accepted by Agent can be otherwise complied with, Agent will not withhold settlement of the transaction unless restrained by order of court, but Agent will not be liable to any party for failure to comply with unclear or conflicting instructions.

Regardless of any other agreement of the parties (and as such all agreements must be in writing and delivered to Agent) to this escrow to the contrary notwithstanding, it is understood that if the buyer is getting a mortgage insured under the so-called G.I. Bill then the entire escrow fee is chargeable to the Seller, unless otherwise provided for, since the Veterans Administration regulations preclude any charge for an escrow fee to the buyer. Seller agrees to pay all charges and costs required to meet the specifications and requirements of the governmental agency insuring the buyer's loan, in as much as such charges are not allowable as a charge to the Buyer, including any special assessments which may be a lien on said premises.

The cost of any extraordinary services or expense shall be borne by the party benefited or required thereby. Parties hereby agree that if the escrow agent is required to respond to any court action without fault of escrow agent, the escrow agent shall be reimbursed for all his costs and expenses including reasonable attorney's fees, all of which will be charged to the responsible party.

The Escrow Agent assumes no responsibility as to any title examination or completed evidence of title prepared by any title company or examiner employed to carry out the title provisions of the sales agreement and/or escrow instructions except that if any owner's policy of title insurance is issued by Omega Title Agency, LLC, Agent shall order the most comprehensive coverage available to the insured.

- 5) **FINANCIAL RESPONSIBILITY.** The buyer and Seller recognize that there exists the possibility that the escrow agent may make a computation error, clerical error or miss an item when computing the settlement and/or payoff figures for the transaction contemplated between the parties. In the event that an error is made, the party who should have been responsible for the charge as a matter of custom, or industry practice will be charged for said charges and agrees to promptly pay those charges or reimburse the Escrow Agent if the escrow agent advanced the charges so the transaction could close.
- 6) **AUTHORIZATION.** The Buyer and Seller recognize that in order for Escrow Agent to complete the transaction, the Lender if applicable, may require the agent to provide a copy of the HUD-1 Settlement Statement for the purposes of completing Lenders loan, should the Lender or Agents require same, the parties hereto authorize the Agent to provide it on their behalf.
- 7) **PRORATIONS.** Prorations will be calculated on the basis of the calendar year. Phrases such as "to the date of transfer", "as of date of filing" and the like shall be construed to mean to and including the date title documents are filed for record. Phrases such as "to the date of closing" and the like shall be construed to mean to and including the expected date the documents will be filed. For purposes of proration, the Seller shall be considered the owner through the day of recording or expected day of recording. "Water rent" and other service charges, including utilities, will not be adjusted except upon an agreed amount furnished in writing by the parties prior to closing.

KPC



- 8) **TAXES AND ASSESSMENTS.** The responsibility of Agent regarding the Real Estate Taxes and Assessments shall be limited to proration and payment of the taxes and assessments as shown on the last available Counties Treasurer's Tax Duplicate when required by the instructions. In the event that the tax proration based upon the actual tax bills, when received, any adjustment based upon same shall be made outside of the escrow of the transaction and handled between the Buyer and Seller, subject to the written agreement of the parties and the parties hereto agree to indemnify and hold harmless the Agent from any actions that may arise as a result of the prorations made by the Agent as agreed to in this paragraph.
- 9) **INSURANCE.** The responsibility of Agent as to fire and casualty insurance shall be limited to proration of premiums and issuance of orders of transfer when required by the instructions. Agent shall have no responsibility for insurance on personal property.
- 10) **REQUIRED CONSENT.** The parties agree to obtain any consent required for the assumption of the mortgage or transfer of property subject to the mortgage and hereby hold Agent harmless for any breach of mortgage conditions resulting from such assumption or transfer.
- 11) **GOVERNMENT REQUIREMENTS.** The parties agree to comply with any and all requirements, restrictions or limitation affecting the use, occupancy or transfer of the subject premises imposed by any municipal ordinance or other exercise of the so-called "police power" of any governmental authority, including without limitation, zoning, "point of sale" or other inspections. Environmental health matter, existence of Utilities or other services. The parties hereby indemnify and hold harmless Agent from all cost, attorney fees and awards resulting from any ordinance or other form of government coercion requiring Agent to obtain consents, inspection reports or proof of compliance and any actions resulting from the failure to comply with such requirements.
- 12) **THE AGENT SHALL NOT BE LIABLE FOR ANY LOSS/DAMAGE RESULTING FROM AND ASSUMES NO RESPONSIBILITY FOR THE FOLLOWING:**
- (a) Validity, collectibility, genuineness of signature, negotiability or marketability of any stocks, bonds, currency, or any other negotiable documents deposited in escrow;
  - (b) Any mechanics liens which may be filed against the property;
  - (c) The existence, condition or identity of any buildings, fixtures, improvements or installations located or presumed to be located upon the premises;
  - (d) The condition, title or delivery of any personal property and the existence, sufficiency or transfer of any insurance thereon;
  - (e) The rights of parties in possession whose interest do not appear of record;
  - (f) Possession being given to the premises subject of the escrow;
  - (g) The existence or location of legal highways or improvements on or adjacent to the premises, for any conditions quantity of acreage which an accurate survey would disclose;
  - (h) Delay of this escrow due to fires, acts of God, acts of governmental authorities, strikes, or any other causes beyond the control of the Agency, including but not limited to buyers lender failing to deposit funds/documents on time;
  - (i) Any examination, adjustment or payment or special taxes or assessments;
  - (j) Any good faith acts or forbearance by Agent;
  - (k) Legal effect or desirability of any instruments exchanged by the parties or deposited by the parties.
- 13) **FDIC WAIVER.** We, the undersigned, do hereby certify that we are aware that the Federal Deposit Insurance Corporation (FDIC) coverage applies only to a cumulative maximum amount of \$100,000.00 for each individual depositor for all of depositor's accounts at the same or related institutions. Agency assumes no responsibility for, nor will Purchaser and Seller hold same liable

RFC

for, any loss occurring which arises from the fact that the amount of the above account may cause the aggregate amount of any individual depositor's accounts to exceed such amount and that the excess is not insured.

We further understand that certain banking instructions such as, but not limited to, repurchase agreements and letters of credit are not covered at all by such insurance.

- 14) **NEW CONSTRUCTION.** Agent shall not file the deed nor disperse any fund until it receives a mechanic's lien affidavit from seller or original contractor pursuant to section 1311.011(b) (4) ORC and until a purchaser of a newly constructed home has acknowledged completion of the home's construction in writing.
- 15) **ANNUAL FEE.** The Agent is hereby authorized to deduct the sum of \$100 from any abandoned escrow, per file, and is authorized to deduct same from the deposits.
- 16) **MODIFICATIONS.** Any modifications or amendments to their agreement shall be effective only if in writing and executed by each of the parties hereto.
- 17) **CAPTIONS AND BINDING EFFECT.** Any paragraph, titles or captions contained in this agreement are for convenience only and shall not be deemed to be a part of the context of this agreement and this agreement shall be binding upon and shall insure to the benefit of the parties hereto, their heirs, administrators, executors and assigns.

BUYER(S)/BORROWER(S)

SELLER(S)

Green Pointe Management, LLC, an Ohio Limited Liability Company

U.S. Bank Trust, N.A., as Trustee for LSF9 Master Participation Trust

BY: \_\_\_\_\_

Robert P. Gillespie

BY: \_\_\_\_\_

Caliber Home Loans, Inc., as Attorney in Fact

Omega Title Agency, LLC

By: \_\_\_\_\_

**NOTICE OF AVAILABILITY AND OFFER  
OF CLOSING PROTECTION COVERAGE**

	Seller:	U.S. Bank Trust, N.A., as Trustee for LSF9 Master Participation Trust
<b>X</b>	Buyer:	Green Pointe Management, LLC, an Ohio Limited Liability Company
	Borrower:	
	Lender:	CASH

Re: Licensed Agent: Omega Title Agency, LLC  
Premises: 889 Woodview Rd, Cleveland Hts, OH 44121  
Commitment/File No.: 2016-00069

**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 from Omega Title Agency, LLC 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 Form:

- (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.

*RCC*

### Offer of Closing Protection Coverage

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

Premium for Coverage: The premium 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 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 Notice of Availability of Closing Protection Coverage and Offer of Closing Protection Coverage and

do \_\_\_\_\_ accept the said Offer  
do not K/R accept the said Offer

If this Offer is accepted, the undersigned hereby agrees to pay the applicable premium.

Dated this 20 day of April, 2016

Green Pointe Management, LLC, an Ohio Limited Liability Company

BY: \_\_\_\_\_  
Robert P. Gillespie

A lender's closing instructions requiring Closing Protection Coverage is deemed to be its acknowledgement of receipt of the Notice of Availability of Closing Protection Coverage and its acceptance of the Offer of Closing Protection Coverage.

**BUYERS ADDRESS AFTER CLOSING**

File No. 2016-00069

Name: Green Pointe Management, LLC, an Ohio Limited Liability Company

The property I am purchasing at 889 Woodview Rd, Cleveland Hts, OH 44121

Will be my primary residence

The property I am purchasing at 889 Woodview Rd, Cleveland Hts, OH 44121

Will not be my primary residence

I would like all documents sent to me at the following address after the closing of my transaction:

\_\_\_\_\_  
\_\_\_\_\_

It is understood that Omega Title Agency, LLC shall use this address to mail any and all documents to me after the closing of my Real Estate transaction.

**Green Pointe Management, LLC, an Ohio Limited Liability Company**

BY: \_\_\_\_\_

**Robert P. Gillespie**

**\*\*Please provide your email address for any future communication through electronic transmission** \_\_\_\_\_

Residential Rental Property Registration Form

Parcel ID

681-38-015

If the property contains more than one street address, enter both the first and last number.

If it involves 20 units or more, please only give the main address.

Street Number 889 through \_\_\_\_\_

Street Direction \_\_\_\_\_

Street Name Woodview Rd

Street Suffix \_\_\_\_\_

Apartment / Suite Number \_\_\_\_\_

# of living units on parcel \_\_\_\_\_

Owner Information

If owned by a business or owner does not reside in Ohio, please provide contact name & information

Owner / Contact Name Green Pointe Management, LLC, an Ohio Limited Liability Company

Business Name \_\_\_\_\_

Title \_\_\_\_\_ Owner, Manager, General Partner, Trustee, etc

Contact Address 1 21380 Lorain #202

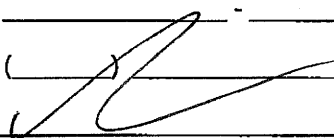
Contact Address 2 \_\_\_\_\_

City Fairview Park, OH 44126

State: Ohio ? Yes

Zip Code + 4 \_\_\_\_\_

Phone Number ( ) \_\_\_\_\_ ext \_\_\_\_\_

Authorized Signature  \_\_\_\_\_ Date \_\_\_\_\_

*RTO*

## Residential Rental Property Registration Notice

Ohio Revised Code Section (R.C.) 5323.02 requires an owner of residential rental property to register a contact agent for that property with the county auditor's office within 60 days (including weekends and holidays) following the day a real property conveyance form for that property is filed with the county auditor. Failure to file this information in a timely manner may result in the assessment of a penalty of up to \$150 against the property that is the subject of the violation.

### What is Residential Rental Property?

- 1) A real property parcel on which at least one dwelling unit leased or otherwise rented to tenants solely for residential purposes is located.
- 2) A real property parcel that is located in a mobile home park or other permanent or semi-permanent site at which lots are leased or otherwise rented to tenants for parking a manufactured home, a mobile home or a recreational vehicle used solely for residential purposes.
- 3) Residential rental property does not include a hotel or a college or university dormitory.

### Who Must File?

R.C. 5323.02 requires an owner of residential rental property to file information about a contact agent with the county auditor. If a property has multiple individual owners, only one owner is required to file as the contact agent. If the property is owned by a trust, business trust, estate, partnership, limited partnership, limited liability company, association, corporation or any other business entity, then one of the following individuals, as indicated below, must file as the contact agent.

If the property is owned by:

- ?a trust – a trustee must file
- ?an estate – the executor or administrator must file
- ?a partnership or a limited partnership – a general partner must file
- ?a limited liability company – a member, manager or officer of the company must file
- ?an association – an associate must file
- ?a corporation – an officer must file
- ?any other business entity – a member, manager or officer must file

### What Information Must Be Filed?

The contact agent must file the name, address and telephone number of the individual who is filing as the contact agent for the property, and the street address and permanent parcel number of the residential rental property.

Please contact your county auditor for additional information about how to register a contact agent.

**After Recording Mail To:**  
Omega Title Agency, LLC  
4500 Courthouse Blvd., # 100  
Stow, OH 44224

File No.: 2016-00069

**Permanent Parcel No. 681-38-015**

**LIMITED WARRANTY DEED**

**KNOWN ALL MEN BY THESE PRESENTS, U.S. Bank Trust, N.A., as Trustee for LSF9 Master Participation Trust, GRANTOR(S),**

For the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration received to its full satisfaction of

**Green Pointe Management, LLC, an Ohio Limited Liability Company, whose tax mailing address is 23180 Lorain Rd, Fairview Park, OH 44126 GRANTEE(S),**

DOES HEREBY give, grant, bargain, sell and convey with limited warranty covenants unto the said GRANTEE(S), his / her / their heirs and assigns, all of its right, title and interest in Auditor's Permanent Parcel No. 681-38-015, and more particularly described as follows:

See Attached Exhibit A

**Prior Deed Reference: Sheriff's Deed recorded September 17, 2015 as Instrument 201509170154.**

**MORE commonly known as: 889 Woodview Rd, Cleveland Hts, OH 44121, together with all appurtenant rights, privileges and easements thereunto belonging (hereinafter referred to as the "Premises"),**

**SUBJECT TO (1) taxes and assessments which are a lien, but not yet due and payable and (2) any Restrictions, Conditions, Covenants, Rights, Rights of Way, and Easements now of record.**



TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereof, unto the said GRANTEE(S), his / her / their heirs and assigns forever.

EXECUTED this 7 day of April, 2016

U.S. Bank Trust, N.A., as Trustee for LSF9 Master Participation Trust

  
Caliber Home Loans, Inc., as Attorney-in-Fact

By: Justin Boyd

Its: Authorized Signatory

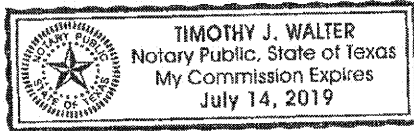
\_\_\_\_\_  
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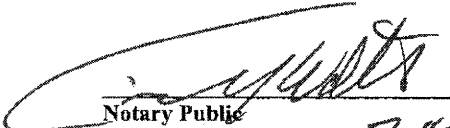
STATE OF Texas

COUNTY OF Dallas

The foregoing instrument was acknowledged before me this 7 day of April, 2016, by Justin Boyd the Authorized Signatory of Caliber Home Loans, Inc. as Attorney-in-fact for U.S. Bank Trust, N.A., as Trustee for LSF9 Master Participation Trust, the Grantor in the foregoing deed.

NOTARY STAMP/SEAL



  
Notary Public  
My Commission Expires: 7-14-19

Power of Attorney filed in Cuyahoga County Records on December 29, 2014 as 201412291169.

This instrument was prepared by:  
Martin I Newman, Esq.  
The Law Offices of John D. Clunk Co., LPA  
4500 Courthouse Blvd, Suite 400  
Stow, OH 44224  
Phone: 330-436-0300

*RPC*

**EXHIBIT A  
(LEGAL DESCRIPTION)**

Situated in the City of Cleveland Heights, County of Cuyahoga and State of Ohio:

And known as being part of Sublots Nos. 1 and 2 in Laura H. Stewart's Subdivision of part of Original Euclid Township, Lot No. 53, as shown by the recorded Plat in volume 19 of Maps, page 24 of Cuyahoga County records, and together forming a parcel of land bounded and described as follows:

Beginning on the Easterly line of Woodview Road (formerly Noble Place), 65.76 feet Northerly, measured along said Easterly line. From it's point of intersection with the Southerly line of Sublot No. 2;

Thence Northerly along said Easterly line of Woodview Road, 40 feet;

Thence Easterly on a line parallel with the Southerly line of Sublots Nos. 1 and 2, 176 feet;

Thence Southerly on a line parallel with the Easterly line of said Sublot No. 1, 40 feet;

Thence Westerly on a line parallel with and Southerly lines of Sublots Nos. 1 and 2, 176 feet to the place of beginning, be the same more or less, but subject to all legal highways.

Parcel No.: 681-38-015

Property Address.: 889 Woodview Rd, Cleveland Hts, OH 44121

Prior Deed Reference: Sheriff's Deed recorded September 17, 2015 as Instrument 201509170154.

*RPC*



## Escrow Account Wire Instructions

**\*\*These instructions are not for ACH use. Please contact your Omega Title Agency Escrow Officer if the financial institution originating the transfer is Fifth Third Bank\*\***

Fifth Third Bank  
Madisonville OPS Center, 1 MOC21  
Cincinnati, OH

ABA # 042000314

Credit to Omega Title Agency, LLC  
Acct # 7524193120

**REFERENCE: PROPERTY ADDRESS AND BUYER!**

Omega Title Agency, LLC  
4500 Courthouse Blvd., Suite 100  
Stow, OH 44224  
PH: 330-436-6700