ORIGIN ID:PVUA (801) 615-4254 DL REAL ESTATE HOLDINGS, LLC

1196 EAST 1220 N

OREM, UT 84097 UNITED STATES US

SHIP DATE: 31MAR16 ACTWGT: 1.00 LB CAD: 104016696/WSXI3000

BILL SENDER

# TO ALL REAL ESTATE SOLUTIONS, LLC

1869 EAST AURORA ROAD TWINSBURG OH 44087
(440) 484-2290 **SUITE 400** 









FRI - 01 APR 10:30A PRIORITY OVERNIGHT

TRK# 7827 0951 7277

44087

CLE

**XH SKYA** 

OH-US



B. Type of Loan						
1. ☐ FHA 2. ☐ FmHA 3. ☐ Conv Unins	6. File Number		7. Loan Number		8. Mortgage Ins	Case Number
4. □ VA 5. □ Conv Ins. 6. □ Seller Finance	4472 North Am				1	
C. Note: This form is furnished to give you a statemer		ts. Amo	unts paid to and b	v the settlemen	t agent are shown	Items marked
"(p.o.c.)" were paid outside the closing; they	are shown here for inform	ational		ot included in	the totals.	
D. Name & Address of Borrower Graffiti Me, LLC	E. Name & Address of S DL Real Estate Holdin			F. Name & A	ddress of Lender	
PO Box 21538	1196 East 1220 N	gs, LLC				
South Euclid, OH 44121	Orem, UT 84097			,		
G. Property Location			lement Agent Nan			
1452 East 93rd Street Cleveland, OH 44106			al Estate Solution ast Aurora Road			
1452 Enst 93rd Street		Suite 4	00			
Cleveland, OH 44106			burg, OH 44087	Tax ID: 75-3	238263	
			of Settlement	- TTC		I. Settlement Date
			nl Estate Solution Cast Aurora Road			4/1/2016 Fund:
		Suite 4	180			
Y.G., acParation	- Andrews		burg, OH 44087	. The second second		<u> </u>
J. Summary of Borrower's Transaction 100. Gross Amount Due from Borrower			ımmary of Seller' Gross Amount Di			<del></del>
<del></del>	· · · · · · · · · · · · · · · · · · ·	<del></del>				00.000
101. Contract Sales Price 102. Personal Property			Contract Sales Pri Personal Property	ce		\$8,000.00
103. Settlement Charges to borrower		403.	reisonal Property			
104.		404.				
105.		405.		<del></del>		
Adjustments for items paid by seller in advance		_	stments for items	noid by seller	in advance	
106. City property taxes			City property taxe		и почине	
107. County property taxes			County property t			
108. School Property Taxes			School Property T			
109. HOA Dues		409.	HOA Dues			
110. HOA Dues		410.	HOA Dues			
111. Other taxes		411.	Other taxes			
112,		412.				
113.		413.				
114.		414.	-			
115.		415.				
116.		416.				
120. Gross Amount Due From Borrower			Gross Amount D			\$8,000.00
200. Amounts Paid By Or in Behalf Of Borrower		_	Reductions in An	iount Due to S	Seller	
201. Deposit or earnest money			Excess Deposit	an to Calley (I)	- 1400)	01.006.05
202. Principal amount of new loan(s) 203. Existing loan(s) taken subject to			Settlement Charge Existing Loan(s)			\$1,906.95
204. Loan Amount 2nd Lien			Final Water/Sewe			\$300.00
205.	-		First Half 2015 Ta			\$266.55
206.	-	506.	A A SOLD THE SOLD TO	atos es i vintit		02000
207. Security Deposit			Security Deposit			\$930.00
208. Rent Cred UpperPrepay Apr-July 4 mos		_	Rent Cred Upper	repay Apr-July	y 4 mos	\$1,860.00
209.		509.	-			
Adjustments for items unpaid by seller		Adju	stments for items	unpaid by sel	ler	
210. City property taxes		510.	City property taxe	s		
211. County property taxes 07/01/15 04/01/16		511.	County property t	axes 07/	01/15 04/01/16	\$364.14
212. School Property Taxes		512.	School Property T	'axes		
213. HOA Dues .			HOA Dues			
214. HOA Dues			HOA Dues			
215. Other taxes			Other taxes			
216.		516.				
217.		517.				
218.		518.				
219.		519.				
220. Total Paid By/For Borrower			Total Reduction			\$5,627.64
300. Cash At Settlement From/To Borrower 301. Gross Amount due from borrower (line 120)	<del></del>		Cash At Settleme Gross Amount due			\$8,000.00
302. Less amounts paid by/for borrower (line 220)			Less reductions in			\$5,627.64
303. Cash From Borrower			Cash To Seller	ant, and soile	( 520)	\$2,372.36
	1	1				

	d on price \$8,000.00 @ % = \$1,000.00	Paid From	Paid From
Division of Commission (line 700) a	s follows:	Borrower's	Seller's
701. \$0.00	to	Funds at	Funds at
702. \$1,000.00	to Realty Trust Services	Settlement	Settlement
703, Commission Paid at Settlement			\$1,000.00
800. Items Payable in Connection with Loa	ın		
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	to		
807. Assumption Fee	to		
808. Flood Cert Fee	to		
900. Items Required by Lender To Be Paid	in Advance		
	/1/2016 @ \$0/day		
902. Mortgage Insurance Premium for month	is to		
903. Hazard Insurance Premium for years	to .		
1000. Reserves Deposited With Lender			
1001. Hazard insurance	months @ per month	· ·	1.
1002. Mortgage insurance	months @ per month		
1003. City property taxes	months @ per month		
1004. County property taxes	months @ per month		
1005. School Property Taxes	months @ per month		
1006. HOA Dues	months @ per month		
1007. HOA Dues	months @ per month		
1008. Other taxes	months @ per month		
1011. Aggregate Adjustment			
1100. Title Charges			
1101. Settlement or closing fee	to All Reni Estate Solutions, LLC		\$250.00
	to	l l	
1102. Abstract or title search			
1103. Title examination	to All Real Estate Solutions, LLC		\$275.00
1103. Title examination 1104. Title insurance binder	to All Real Estate Solutions, LLC		
1103. Title examination 1104. Title insurance binder 1105. Document preparation	to All Real Estate Solutions, LLC to All Real Estate Solutions, LLC		\$275.00 \$65.00
1103. Title examination 1104. Title insurance binder 1105. Document preparation 1106. Notary fees	to All Real Estate Solutions, LLC to All Real Estate Solutions, LLC to		\$65.00
1103. Title examination 1104. Title insurance binder 1105. Document preparation 1106. Notary fees 1107. Attorney's fees	to All Real Estate Solutions, LLC to All Real Estate Solutions, LLC		
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made on my account or by me in this transaction. I further certify that I ha	nowledge and belief, it is a true and accurate statement of all receipts and disbursements we received a completed copy of pages 1, 2 and 3 of this Settlement Statement.
Graffiti Me, LLC	DL Real Estate Holdings, LLC
	A A A A
By	dh. Da = 1, 1/6
2,	Marly Edulla
SETTLEMENT AGENT CERTIFICATION	By: Donald E. Mullen, Member

SETTLEMENT AGENT CERTIFICATION
The Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused the funds to be disbursed in accordance with this statement.

Settlement Agent

Date

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 and imprisonment. For details see: Title 18 U.S. Code Section
1001 and Section 1010.

Previous Editions are Obsolete

Page 3



**Notary Public** 

#### CITY OF CLEVELAND

CERTIFICATE OF DISCLOSURE APPLICATION FOR

Fee: \$0.00 TRANSFERRING RESDIENTIAL PROPERTY (1-4 UNITS)

File No: COD16-01358

#### Escrow/Transferring Agent must ensure that this form is completed in its entirety prior to transfer. Indicate "NA" for all questions that do not apply. PART A: TO BE COMPLETED BY ESCROW/TRANSFERRING AGENT Property Address: 1452 E 93 ST Name, Business Address, Telephone Number, State License Number for all Real Estate Agents and/or Brokers involved in this transaction. Permanent Parcel Number: 107-13-122 (Attach a separate sheet of paper if necessary.) Sub Lot No: Seller's Name(s): DL Real Estate Holdings Address: 34050 Solon Road #100 Solon OH 44139 Telephone Number: Transfer Date of Property to Seller: If seller is a corporation, please indicate on a separate sheet of paper the names, addresses and telephone numbers for the statutory agent and officers. Purchaser's Name(s): JOSEPH HUGHES Name, Business Address, Telephone Number of the first and, if applicable, subsequent mortgagee. (Attach a separate sheet of paper if Address: 1869 E. Aurora Road, #400 Telephone Number: If seller is a corporation, please indicate on a seperate sheet of paper the names, addresses and telephone numbers for the statutory agent and officers. Appraiser's Name: JOSEPH HUGHES Business Name: ALL REAL ESTATE SOLUTIONS, LLC. Business Address: 1869 E. Aurora Road, #400 Telephone Number: Name, Address, Telephone Number of any/all assignees. (Attach a separate sheet of paper if necessary.) License Number: State Certification Number: Loan Originator's Name: **Business Name:** Business Address: Telephone Number: Title Company's Name: ALL REAL ESTATE SOLUTIONS, LLC. Business Address: 1869 E. Aurora Road, #400 Was Purchase Agreement Signed? Yes 🔲 No 🔲 I, hereby, attest the above information is true to the best of my actual knowledge this Escrow/Transferring Agent ion must be completed by the escrow/transferring agent prior to closing, transferring and filing with the County of Cuyahog PART B: TO BE COMPLETED BY OWNER The Owner(s) represents that the statements contained in this form are made in good faith based on his/her actual knowledge as of the date signed by Owněi Date Owner Date After completion of Part B, please mail entire Certificate of Disclosure Application and \$60.00 processing fee to: City of Cleveland, Dept. of Building & Housing, Records Administration - Room 517, 601 Lakeside Avenue, Cleveland Ohio 44114; Telephone: (216) 664-2826 PART C: CONDITION OF PROPERTY - TO BE COMPLETED BY CITY OF CLEVELAND PERSONNEL Property Address: 1452 E 93 ST is property in an Historic District?\* No 🔲 Permanent Parcel Number: 107-13-122 Is property condemned? Yes No No 3. Sub Lot No: If ves. when? Legal authorized use of property? Has property ever been condemned? Yes No No 5. How many structures on lot? If yes, when? Yes No 11. 6. Is property new construction? Are there any current (within last 2 years) reported Yes No No If yes, year built. violations on property? Has Certificate of Occupancy been issued? Yes No No If yes, attach Violation Notice(s). If yes, when? I, hereby, attest the above information is true this day of . . Poneld J. H. O'Lang Ronald J.H. O'Leary, Director \* If property is in an Historic District, contact the City of Cleveland's Landmarks Commission at 664-2532 to obtain guidelines on maintaining this property. The above section must be stamped and sealed by the Chief building Official of Building and Housing only upon completion of Parts A & B and prior to transferring and filing with the County of Cuyahoga PART D: TO BE COMPLETED BY PURCHASER Certificate of Disclosure Application is not valid if not notarized. RECEIPT & ACKNOWLEDGEMENT OF POTENTIAL PURCHASER(S) IWE ACKNOWLEDGE RECEIPT OF A COPY OF THIS CERTIFICATE OF DISCLOSURE FORM AND ANY VIOLATIONS AND CONDEMNATION HISTORY ASSOCIATED WITH THIS PROPERTY. IWE UNDERSTAND THE STATEMENTS ARE MADE BASED ON THE OWNER(S) AND ESCROW/TRANSFERRING AGENT'S ACTUAL KNOWLEDGE AS OF THE DATE SIGNED BY THE OWNER AND ESCROW/TRANSFERRING AGENT. My/Our signature below does not constitute approval of any discolsed condition as represented herein by the owner. Date Purchaser Date Purchaser

# **Warranty Deed**

KNOW ALL MEN BY THESE PRESENTS THAT, DL Real Estate Holdings, LLC, the Grantor, who claims title by or through instrument recorded in Instrument No. 200909080285, County Recorder's Office, for the consideration thereunto given, and especially for the sum of Ten and no/100 Dollars (\$10.00) and other valuable consideration received to its full satisfaction of Graffiti Me, LLC, the Grantee, whose TAX MAILING ADDRESS will be

PO Box 21538, South Euclid, OH 44121

does GIVE, GRANT, BARGAIN, SELL AND CONVEY unto the said Grantee, its heirs and assigns, the following described premises:

Situated in the State of Ohio, County of Cuyahoga and in the City of Cleveland: Being SubLot Number Ninety-two (92) of W.J. Crawford and James Paramelee's Subdivision of part of Original 100 Acre Lot No. 384, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 16, page 5, Recorder's Office, Cuyahoga County, Ohio, being 40 feet front on the Westerly side of East 93rd Street (formerly Mather Street) extending back of equal width 100 feet, as appears by said plat, be the same more or less.

Property Tax ID: 107-13-122

TO HAVE AND TO HOLD the above premises, with the appurtenances thereunto belonging, unto the said Grantee, its heirs and assigns forever.

AND THE SAID GRANTOR for itself and its heirs, executors and administrators, hereby covenant with the said Grantee, its heirs and assigns, that said Grantor is the true and lawful owner of said premises, and is well seized of the same in fee simple, and has good right and full power to bargain, sell, and convey the same in the manner aforesaid, and that the same are free and clear from all encumbrances.

**EXCEPT**, reservations, conditions, limitations, easements and restrictions of record, zoning ordinances, if any, and real estate taxes and assessments both general and special, which are a lien but not yet due and payable.

And further, that said Grantor will warrant and defend the same against all claims whatsoever except as provided herein.

Executed t	his	125	day of	APRIL	 2016

DL Real Estate Holdings, LLC

By: Donald E. Mullen, Member

STATE OF _	UTAH	
COUNTY OF	MAH	

**BEFORE ME,** a Notary Public in and for said County and State, personally appeared the above named Donald E. Mullen, Member of DL Real Estate Holdings, LLC, who acknowledged that he did sign this Warranty Deed and the same is his free act and deed on behalf of DL Real Estate Holdings, LLC.

In Testimony Whereof,	I have	hereunto	set	my	hand	and	official	seal,	this
15 day of APRIL		, 2016		. •					

Notary Public
My Commission Expires:



This Instrument Was Prepared By: Angelo Russo, Esq. 21380 Lorain Road Fairview Park, OH 44126

ACCUMACA

ACCUMA

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# NOTICE OF AVAILABILITY AND OFFER OF CLOSING PROTECTION COVERAGE

	Seller: DL Real Estate Holdings, LLC		
	Buyer: Graffiti Me, LLC		
	Borrower: Graffiti Me, LLC		
	Lender:		
Re	Licensed Agent: ALL REAL ESTATE SOLUTIONS, LLC		
	Premises: 1452 East 93rd Street, Cleveland, OH 44106		
	Commitment/File No.: 4472		

## 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 North American Title Insurance Company 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.

<u>Description of Coverage</u>: 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.

and Andrew Company (Administration of the Company Company Company Company Company Company Company Company Comp Andrew Company Company

# Offer of Closing Protection Coverage

Pursuant to Ohio Revised Code Section 3953.32, you are hereby offered Closing Protection Coverage from North American Title Insurance Company 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 accept the said Offer

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

DL Real Estate Holdings, LLC

By: Donald E. Mullen, Member

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

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#### All Real Estate Solutions, LLC 1869 East Aurora Road Suite 400 Twinsburg, OH 44087

Phone: 800-398-6163 · Fax: 440-605-0210

#### FINAL WATER/SEWER

Date: March 28, 2016

TO: Division of Water

Loan Number:

Borrower's Name:

RE: DL Real Estate Holdings, LLC

Property Address: 1452 East 93rd Street Cleveland, OH 44106

To Whom It May Concern:

Enclosed please find a bank cashier's check in the amount of \$300.00 to pay the above stated Final Water/Sewer in full in accordance with your written payoff statement.

This letter is to advise the lien holder that the undersigned Borrower(s) hereby state that it is their intent to PAYOFF IN FULL this lien and CLOSE THIS ACCOUNT IMMEDIATELY AND PERMANENTLY upon receipt of this notice. Properly executed Release for this lien must be sent to the county for filing by the lien holder, and a COPY OF THE RELEASE MUST BE PROVIDED TO ALL REAL ESTATE SOLUTIONS, LLC within 30 days.

In the event of a PAYOFF SHORTFALL, the lien holder is instructed to send TWO (2) WRITTEN PAYOFF SHORTFALL STATEMENTS IMMEDIATELY upon discovery of the shortfall. One shall be sent to the Borrower(s) at the most current address the lien holder has in its possession, and a second notice via fax or mail to:

All Real Estate Solutions, LLC 1869 East Aurora Road Suite 400 Twinsburg, OH 44087 Phone: 800-398-6163 · Fax: 440-605-0210

Failure of the lien holder to follow these instructions shall constitute negligent conduct and may subject the lien holder to potential loss and/or liability.

Any escrow balance and/or refund of monies should be refunded directly to the Borrower at the following address:

DL Real Estate Holdings, LLC 1196 East 1220 N Orem, UT 84097

# All Real Estate Solutions, LLC

1869 East Aurora Road Suite 400

Twinsburg, OH 44087
Phone: 800-398-6163 · Fax: 440-605-0210

#### FINAL WATER/SEWER

Date: March 28, 2016

RE: Division of Water

#### Loan Number:

Borrower(s) hereby understand and agree to cooperate in taking the necessary steps to close this account and pay the account in full. This may include, but will not be limited to: Additional funds required to pay in full the lien, providing documentation to prove a lien is paid and/or satisfied, disposal of the instruments of the account (Credit cards, checks, checkbooks, and the like). The Borrower(s) understand and agree NOT TO USE THIS ACCOUNT AGAIN, and that ANY ATTEMPT TO USE THIS ACCOUNT AFTER THIS NOTICE HAS BEEN EXECUTED BY THE BORROWER(S) SHALL CONSTITUTE FRAUD, AND MAY SUBJECT THE BORROWER(S) TO POTENTIAL PROSECUTION.

Borrower(s) hereby understand and agree that the cancellation of any auto-payments for the lien are solely the responsibility of the borrower(s) and to hold harmless All Real Estate Solutions, LLC for any fee and/or cost incurred for failure to cancel auto-payments.

Best effort is made to ensure the appropriate amount of funds are collected to pay the account in full at the time of settlement, however, in the event there is a shortage the Borrower(s) hereby understand and agree to cooperate in the event the payoff to the lien holder is short any funds to pay the account in full. Such cooperation will include, but not limited to, providing the necessary funds to pay the account in full within 3 business days, unless other arrangements are made in writing with All Real Estate Solutions, LLC.

DL Real Estate Holdings, LLC

By: Donald E. Mullen, Member

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### All Real Estate Solutions, LLC 1869 East Aurora Road Suite 400 Twinsburg, OH 44087

Phone: 800-398-6163 · Fax: 440-605-0210

#### FIRST HALF 2015 TAXES & PENALTIES

Date: March 28, 2016

TO: Cuyahoga County Fiscal Officer-Treasurer

Treasurers Dept 2079 East 9th Street Cleveland, OH 44115

Loan Number:

Borrower's Name:

RE: DL Real Estate Holdings, LLC

Property Address:

1452 East 93rd Street Cleveland, OH 44106

To Whom It May Concern:

Enclosed please find a bank cashier's check in the amount of \$266.55 to pay the above stated First Half 2015 Taxes & Penalties in full in accordance with your written payoff statement.

This letter is to advise the lien holder that the undersigned Borrower(s) hereby state that it is their intent to PAYOFF IN FULL this lien and CLOSE THIS ACCOUNT IMMEDIATELY AND PERMANENTLY upon receipt of this notice. Properly executed Release for this lien must be sent to the county for filing by the lien holder, and a COPY OF THE RELEASE MUST BE PROVIDED TO ALL REAL ESTATE SOLUTIONS, LLC within 30 days.

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All Real Estate Solutions, LLC 1869 East Aurora Road Suite 400 Twinsburg, OH 44087 Phone: 800-398-6163 • Fax: 440-605-0210

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DL Real Estate Holdings, LLC 1196 East 1220 N Orem, UT 84097

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# All Real Estate Solutions, LLC

1869 East Aurora Road Suite 400 Twinsburg, OH 44087

Phone: 800-398-6163 · Fax: 440-605-0210

### FIRST HALF 2015 TAXES & PENALTIES

Date: March 28, 2016

RE: Cuvahoga County Fiscal Officer-Treasurer

> **Treasurers Dept** 2079 East 9th Ŝtreet Cleveland, OH 44115

Loan Number:

Borrower(s) hereby understand and agree to cooperate in taking the necessary steps to close this account and pay the account in full. This may include, but will not be limited to: Additional funds required to pay in full the lien, providing documentation to prove a lien is paid and/or satisfied, disposal of the instruments of the account (Credit cards, checks, checkbooks, and the like). The Borrower(s) understand and agree NOT TO USE THIS ACCOUNT AGAIN, and that ANY ATTEMPT TO USE THIS ACCOUNT AFTER THIS NOTICE HAS BEEN EXECUTED BY THE BORROWER(S) SHALL CONSTITUTE FRAUD, AND MAY SUBJECT THE BORROWER(S) TO POTENTIAL PROSECUTION.

Borrower(s) hereby understand and agree that the cancellation of any auto-payments for the lien are solely the responsibility of the borrower(s) and to hold harmless All Real Estate Solutions, LLC for any fee and/or cost incurred for failure to cancel auto-payments.

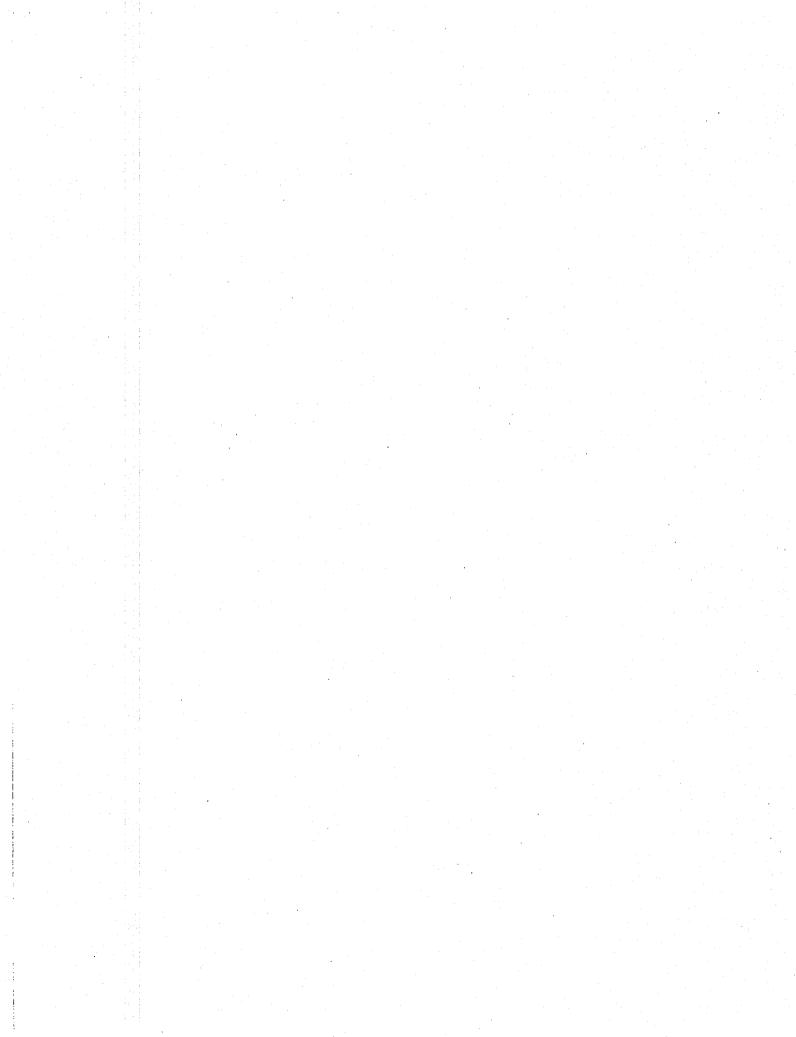
Best effort is made to ensure the appropriate amount of funds are collected to pay the account in full at the time of settlement, however, in the event there is a shortage the Borrower(s) hereby understand and agree to cooperate in the event the payoff to the lien holder is short any funds to pay the account in full. Such cooperation will include, but not limited to, providing the necessary funds to pay the account in full within 3 business days, unless other arrangements are made in writing with All Real Estate Solutions, LLC.

DL Real Estate Holdings, LLC

By: Donald E. Mullen. Member

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I have read and understand BOTH the Affidavit as to Liens and Encumbrances and the Affidavit of Improvement/Affidavit in Lieu of Survey documents.

DL Real Estate Holdings, LLC

By: Donald E. Mullen, Member

State of County of

day of March, 2016, by DL Real Estate its Authorized Agent/Managing Member.

Notary Public

My Commission Expires:

RYAN ORTIZ Notary Public State of Utah Comm. No. 679128

My Comm. Expires Sep 9, 2018



1869 East Aurora Road Suite 400 Twinsburg, OH 44087 Phone: 800-398-6163

Fax: 440-605-0210

### **DISBURSEMENT AUTHORIZATION**

I/We understand that All Real Estate Solutions, LLC will disburse all loan proceeds when and ONLY when all incoming funds and a final authorization to disburse have been received from . Further, we will not be held responsible for the non-disbursement of any and all funds if does not provide adequate funds or authorization. By signing below, I/we are acknowledging these points and are instructing All Real Estate Solutions, LLC how my/our funds are to be disbursed.

Pick Up from All Real Estate Solutions, LL	C
Contact me at:	
Overnight/Mail Please send to: Please send to the address below: 1452 East 93rd Street Cleveland, OH 44106	Please send to the address below:  196 E 1220 N  OREM, UT 84097
NOTE: If the amount of the proceeds check is L States Postal Service—NOT by OVERNIGHT ca	INDER \$500.00, IT WILL BE MAILED via United arrier.
Wire Bank Name	
Bank Phone Number	
NOTE: A voided CHECK MUST BE ATTACHE	<b>D</b> to this form. Deposit slips are not acceptable.
DL Real Estate Holdings, LLC	
By: Donald E. Mullen, Member	

#### ALTA PRIVACY FORM MAY 7, 2001

All Real Estate Solutions, LLC and/or North American Title Insurance Company

# 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 North American Title Insurance Company and All Real Estate Solutions, LLC.

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 marketing 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
- 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.

**SELLER** 

DL Real Estate Holdings, LLC

By: Donald E. Mullen, Member

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1869 East Aurora Road Suite 400 Twinsburg, OH 44087 Phone: 800-398-6163

Fax: 440-605-0210

# CERTIFICATION FOR NO INFORMATION REPORTING ON THE SALE OR EXCHANGE OF A PRINCIPAL RESIDENCE

(Pursuant to IRS Rev. Proc. 2007-12)

This form may be completed by the seller of a principal residence. This information is necessary to determine whether the sale or exchange should be reported to the seller, and to the Internal Revenue Service on Form 1099-S, (Proceeds From Real Estate Transactions). If the seller properly completes Parts I and III, and makes a "true" response to assurances (1) through (5) in Part II, and a "true or "N/A" response to assurance (6) in part II, no information reporting to the seller or to the Internal Revenue Service will be required for that seller. The term "seller" includes each owner of the residence that is sold or exchanged. Thus, if a residence has more than one owner, a real estate reporting person must either obtain a certification from each owner (whether married or not) or file an information return and furnish a payee statement for any owner that does not make the certification.

#### Part I. Seller Information

- 1. Name: DL Real Estate Holdings, LLC
- Address or legal description: 1452 East 93rd Street City, State, ZIP: Cleveland, OH 44106
- 3. Taxpayer Identification Number (TIN):

#### Part II. Seller Assurances

Check "true" or "false" for assurances (1) through (5), and "true", "false" or "not applicable" for assurance (6).

Trne	False		
True		(1)	I owned and used the residence as my principal residence for periods aggregating 2 years or more during the 5-year period ending on the date of the sale or exchange or the residence.
X		(2)	I have not sold or exchanged another principal residence during the 2-year period ending on the date of the sale or exchange of the residence.
		(3)	I (or my spouse or former spouse, if I was married at any time during the period beginning after May 6, 1997, and ending today) have not used any portion of the residence for business or rental purposes after May 6, 1997.
X		(4)	At least one of the following three statements applies:
			The sale or exchange is of the entire residence for \$250,000.00 or less.  OR
			I am married, the sale or exchange is of the entire residence for \$500,000.00 or less, and the gain on the sale or exchange of the entire residence is \$250,000.00 or less.  OR.

I am married, the sale or exchange is of the entire residence for \$500,000.00 or less, and (a) I intend to file a joint return for the year of the sale or exchange, (b) my spouse also used the residence as his or her principal residence for periods aggregating 2 years or more during the 5-year period ending on the date of the sale or exchange of the residence, and (c) my spouse also has not sold or exchanged another principal residence during the 2-year period ending on the date of the sale or exchange of the residence (not taking into account any sale or exchange before May 7, 1997).

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NT/A	(5)	During the 5-year period ending on the date of the sale or exchange of the residence, I did not acquire the residence in an exchange to which section 1031 of the Internal Revenue Code applied.
N/A	(6)	If my basis in the residence is determined by reference to the basis in the hands of a person who acquired the residence in an exchange to which section 1031 of the Internal Revenue Code applies, the exchange to which section 1031 applied occurred more than 5 years prior to the date I sold or exchanged the residence.

# Part III. Seller Certification (All Sellers must sign)

Under penalties of perjury, I certify that all the above information is true as of the end of the day of the sale or exchange.

DL Real Estate Holdings, LLC

By: Donald E. Mullen, Member



Fax: 440-605-0210

#### CERTIFICATE OF NON FOREIGN STATUS

Section 1445 of the Internal Revenue Code provides that a transferee (buyer) of a U.S. real property interest must withhold tax if the transferor (seller) is a foreign person. To inform Graffiti Me, LLC (the "Transferee") that withholding of tax is not required upon the disposition of a U.S. real property interest by DL Real Estate Holdings, LLC (the "Transferor"), the undersigned hereby certifies the following on behalf of the Transferor:

- That the Transferor is the owner of the following described property, to wit: 1452 East 93rd Street Cleveland, OH 44106
   Further described on the attached "Legal Description - Exhibit A"
- 2. The Transferor is not a non-resident alien for purposes of the U.S. income taxation (as such term is defined in the Internal Revenue Code and Income Tax Regulations).
- 3. The Transferor's U.S. taxpayer identification number (Social Security Number) is
- 4. The Transferor's address is 1196 East 1220 N Orem, UT 84097
- 5. The Transferor understands that this certification be disclosed to the Internal Revenue Service by the Transferor and that any false statement contained herein could be punished by fine, imprisonment or both.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE EXAMINED THIS CERTIFICATION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IT IS TRUE, CORRECT AND COMPLETE, AND I FURTHER DECLARE THAT I HAVE AUTHORITY TO SIGN THIS DOCUMENT ON BEHALF OF THE TRANSFEROR.

DL Real Estate Holdings, LLC

By: Donald E. Mullen, Member

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# Legal Description - Exhibit "A"

Situated in the State of Ohio, County of Cuyahoga and in the City of Cleveland:
Being SubLot Number Ninety-two (92) of W.J. Crawford and James Paramelee's Subdivision of part of
Original 100 Acre Lot No. 384, as the same is numbered and delineated upon the recorded plat thereof, of
record in Plat Book 16, page 5, Recorder's Office, Cuyahoga County, Ohio, being 40 feet front on the
Westerly side of East 93rd Street (formerly Mather Street) extending back of equal width 100 feet, as
appears by said plat, be the same more or less.

Form (Rev. August 2013)
Department of the Treasury

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Interna	I Revenue Service		
	Name (as shown on your income tax return) DL Real Estate Holdings, LLC		
2.	Business name/disregarded entity name, if different from above		
age	Check appropriate box for federal tax classification:		Exemptions (see instructions):
s on p	☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership	☐ Trust/estate	Exempt payee code (if any)
Print or type See Specific Instructions on page	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P≂par	tnership) ►	Exemption from FATCA reporting Code (if any)
int	☐ Other (see instructions) ►		
Pr cific I	Address (number, street, and apt. or suite no.) 1196 E 1220 N	Requester's name a	nd address (optional)
e Spe	City, state, and ZIP code Orem, UT 84097		
Š	List account number(s) here (optional)		
Part	Taxpayer Identification Number (TIN)		
to avoi resider entities <i>TIN</i> on <b>Note</b> . i	vour TIN in the appropriate box. The TIN provided must match the name given on the "d backup withholding. For individuals, this is your social security number (SSN). How not alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For so, it is your employer identification number (EIN). If you do not have a number, see How page 3.  If the account is in more than one name, see the chart on page 4 for guidelines on whom to enter.	ever, for a rother w to get a	dentification number
numbe	ir to enter.	26	3787590
Part	Certification		
1. The 2. I am Sen	penalties of perjury, I certify that: number shown on this form is my correct taxpayer identification number (or I am waitin not subject to backup withholding because: (a) I am exempt from backup withholding vice (IRS) that I am subject to backup withholding as a result of a failure to report all into onger subject to backup withholding, and	, or (b) I have not been	notified by the Internal Revenue
3. <b>I</b> am	a U.S. citizen or other U.S. person (defined below), and		
4. The	FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA re	eporting is correct.	
becaus interes genera	cation instructions. You must cross out item 2 above if you have been notified by the se you have failed to report all interest and dividends on your tax return. For real estate t paid, acquisition or abandonment of secured property, cancellation of debt, contributilly, payments other than interest and dividends, you are not required to sign the certifications on page 3.	transactions, item 2 do ions to an individual ret	pes not apply. For mortgage irement arrangement (IRA), and
Sign Here	Signature of U.S. person > Mark & Hally, pemba	Date > 4-1-16	
Ger	neral Instructions withholding tax	on foreign partners' share o	of effectively connected income, and
	4. Certify that		this form (If any) indicating that you are
	1 Mr. dorder 1		ster gives you a form other than Form

Future developments. The IRS has created a page on IRS gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TiN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident allen), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TiN you are giving is correct (or you are walking for a number to be issued),
- 2. Certify that you are not subject to backup withholding, or
- Claim examption from backup withholding if you are a U.S. exampt payee, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

Note, if you are a U.S. person and a requester gives you a form other than Form W-0 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- · An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade-or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a parinership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership (ncome.

in the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a digregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor faust and not the trust, and
- in the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a
  grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 3233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entitles).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following that taxes.

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
  - 2. The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
  - 4. The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China Income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States, Under U.S. law, this student will become a resident alien for tax purposes if his or har stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident allen of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8293.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalities, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real-estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

# Payments you receive will be subject to backup withholding if:

- 1. You do not furnish your TIN to the requester,
- You do not certify your TIN when required (see the Part II instructions on page 3 for details).
- 3. The IRS talls the requester that you furnished an incorrect TIN,
- 4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See Exempt payee code on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see Special rules for partnerships on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See Exemption from FATCA reporting code on page 3 and the Instructions for the Requester of Form W-9 for more information.

#### **Updating Your Information**

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

#### **Penalties**

Failure to turnish TIN. If you fall to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Oriminal penalty for falsifying information. Wilfully falsilying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

# Specific Instructions

#### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without leforming the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tex purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the disregarded entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity riame" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. Tin.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided, if you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filled a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.770.3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes, if the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal documents creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

#### Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the Exemptions box, any code(s) that may apply to you. See Exempt payee code and Exemption from FATCA reporting code on page 3. Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note, if you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 50\*(a), any IRA, or a custodial account under section 403(b)(7) If the account satisfies the requirements of section 401(f)(2)
  - 2-The United States or any of its agencies or instrumentalities
- 3.—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
  - 5-A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
  - 8-A real estate investment trust
- 9—An entity registered at all times during the tax year under the investment Company Act of 1940
  - 10-A common trust fund operated by a bank under section 684(a)
  - 11-A figancial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13-A trust exempt from tex under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for	THEN the payment is exempt for
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MiSC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A-An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
  - B-The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D-A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodifies, or derivative thancial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

- G-A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the investment Company Act of 1940
  - I-A common trust fund as defined in section 584(a)
  - J-A bank as defined in section 581
  - K.... A hroker
  - L-A trust exempt from tax under section 664 or described in section 4947(a)(1)
  - M-A tax exempt trust under a section 403(b) plan or section 457(g) plan

#### Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an TIN, see How to get a TIV below.

if you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

if you are a single-member LLC that is disregarded as an entity separate from its owner (see Limited Liability Company (LLC) on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your focal Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS individual Taxpayer Identification Number, to apply for an TIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Susiness. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3675).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-B.

#### Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alian, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see Exempt payee code earlier.

Signature requirements. Complete the certification as indicated in Items 1 through 5 below.

- Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and tishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

#### What Name and Number To Give the Requester

For this type of account:	Give the Requester
individual     Two or more individuals (joint account)	The individual  The actual owner of the account or, if combined funds, the first individual on the account
Custodian account of a minor (Uniform Gift to Minors Act)	The minor*
a. The usual revocable savings trust (grantor is also trustee)     b. So-called frust account that is not a legal or valled trust under state law	The grantor-trustee ' The actual owner <sup>b</sup>
Sole proprietorship or disregarded entity owned by an individual	The owner*
<ol> <li>Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(1)(A))</li> </ol>	The grantor"
For this type of account:	Give name and EIN of:
7. Diaregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity *
Corporation or LLC electing corporate status on Form 8632 or Form 2553	The corporation
Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
<ol> <li>Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments</li> </ol>	The public entity
<ol> <li>Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1009 Filing Method: 2 (see Regulation section 1.671-4(b)(2)()(E))</li> </ol>	The trust

List first and okole the name of the person whose number you furnish, if only one person on a joint ecount has an SSN, that person's number must be furnished. Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

#### Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a return.

To reduce your risk:

- Protect your SSN,
- · Ensure your employer is protecting your SSN, and
- . Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

if your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card sotivity or credit report, contact the IRS identity Theft Hotline at 1-900-908-4490 or submit Form 14039.

For more information, see Publication 4585, Identity Theit Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of small and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user felsely claiming to be an established legitimate enterprise in an attempt to scam the user late surrendering private information that will be used for identity that.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or contact them at www.fic.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS gov to learn more about identity theft and how to reduce your risk.

#### **Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to clies, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3408, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

<sup>&</sup>lt;sup>2</sup>Circle the minor's name and furnish the minor's BSN.

You must show your individual name and you may also enter your business or "DEA" name on the "Business name/disrepended entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

List first and circle the name of the trust, estate, or pension trust. (Co not lumish the TIN of the personal representative or trustee unless the legal-entity itself is not designated in the account title.) Also see Special rules for partnerships on page 1.

<sup>\*</sup>Note. Grantor also must provide a Form W-9 to invate of trust.



Fax: 440-605-0210

#### AFFIDAVIT AS TO LIENS AND ENCUMBRANCES

On this 30th day of March, 2016, before me personally appeared **DL Real Estate Holdings, LLC**, owner of property and/or General Contractor, to me personally known, who, being duly sworn on (his/her/their) oath(s), did say that all of the persons, firms and corporations, including the general contractor and all subcontractors who have furnished services, labor or materials according to plans and specifications, or extra items, used in the constructions or repair of buildings and improvements, or any Planned Unit Development (PUD) dues, Condominium Association dues, Home Owners Association (HOA) dues on the real estate hereinafter described, have been paid in full and that such work has been fully completed and accepted by the owner.

Affiant further says that no proceedings in bankruptcy or receivership have been instituted by or against him/her/them.

Affiant further says that no claims have been made to affiant by, nor is any suit now pending on behalf of any contractor, subcontractor, laborer or materialman, Planned Unit Development (PUD) dues, Condominium Association dues, Home Owners Association (HOA) dues, and further that no chattel mortgages, conditional bills of sale, retention of title agreements, security agreements, financing statements, or personal property leases have been given or are outstanding as to any fixtures, appliances, or equipment which are now installed in or upon said real property, or the improvements thereon.

Affiant further says that there are no outstanding deeds of trust, mortgages, judgment liens, mechanics or materialmens liens filed of records or unfilled claims or any other liens or encumbrances of any kind except as follows:

Affiant on behalf of said Owner of Property and/or General Contractor does for a valuable consideration hereby agree and guarantee to hold All Real Estate Solutions, LLC and North American Title Insurance Company (by reason of the fact that it has issued its title insurance policies), harmless against any liens, claims or suit of or by any contractor, subcontractor, laborer or materialman, Planned Unit Development (PUD) dues, Condominium Association dues, Home Owners Association (HOA) dues, and further that no chattel mortgages, conditional bills of sale, retention of title agreements, security agreements, financing statements, or personal property leases in connection with the construction, repair or sale of such buildings or improvements on said real estate.

Neither the affiant, nor any member of the affiant's family who has, or previously had, an interest in the subject premises, is or has been the recipient of Medicaid, except:\_\_\_\_\_\_\_

The real estate and improvements referred to herein are situated in the County of , State of Ohio, and are described as follows, to-wit:

See attached Legal Description-Exhibit "A"

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## Legal Description - Exhibit "A"

Situated in the State of Ohio, County of Cuyahoga and in the City of Cleveland:
Being SubLot Number Ninety-two (92) of W.J. Crawford and James Paramelee's Subdivision of part of
Original 100 Acre Lot No. 384, as the same is numbered and delineated upon the recorded plat thereof, of
record in Plat Book 16, page 5, Recorder's Office, Cuyahoga County, Ohio, being 40 feet front on the
Westerly side of East 93rd Street (formerly Mather Street) extending back of equal width 100 feet, as
appears by said plat, be the same more or less.

Commonly Known As: 1452 East 93rd Street Cleveland, OH 44106



Fax: 440-605-0210

#### AFFIDAVIT OF IMPROVEMENTS/AFFIDAVIT IN LIEU OF SURVEY

The Undersigned Owner(s) of record as described in All Real Estate Solutions, LLC File Number 4472, underwritten by North American Title Insurance Company, being first duly sworn, depose and say:

- Representations: If only one person signs this affidavit, the word "we" shall mean "!". The statements in this affidavit are true to the best of our knowledge, information and belief.
- 2. Subject Property: 1452 East 93rd Street Cleveland, OH 44106
- 3. Easements: No other persons have any right to use this property, except for the rights of utility companies to use this property along the road or for the purpose of serving the property. No other persons have the right of joint or separate use of any driveway, stairway, walk or path on or across the property.
- 4. Reliance: We are aware that the Buyer(s) (if any), their Lender (if any) and Title Insurer (if any) rely on our truthfulness and that statements made in this affidavit.

5.	ppropriate box below and provide any required information and copy of prior survey, if applicable)
] ·	PROPERTY IS A CONDOMINIMUM, SURVEY DOES NOT APPLY
XI.	THERE HAS BEEN NO SURVEY ON THE SUBJECT PROPERTY
	CHECK FOR AFFIDAVIT OF NO NEW IMPROVEMENTS  That there have been no new improvements made to the Subject Property since the survey of said property dated and issued by which is attached hereto was made.
<b>]</b>	CHECK FOR AFFIDAVIT OF NEW IMPROVEMENTS  That there have been new improvements made to the Subject Property since the survey of said property dated and issued by which is attached hereto was made, but said new improvements (garage, outbuildings, fences, etc.) on the subject property are within the boundary, easement and set back lines (if any) of said property.
	CHECK FOR AFFIDAVIT IN LIEU OF SURVEY  That we did not received a survey at the time we purchased the property, or if we did receive a survey, we are now unable to locate it, nor have we subsequently obtained a survey. In addition, we have been advised by our Lender that they do not have a survey in their files, and to the best of our knowledge, we certify that there have been no improvements or additions to the Subject Property during the term of affiants possession or ownership; that the improvements (house, garage, outbuildings, fences, etc.) on the subject property are within the boundary, easement and set back lines (if any) of said property, or in the alternative any new improvements (garage, outbuildings, fences, etc.) on the subject property are within the boundary, easement and set back lines (if any) of said property, and that there are no encroachments of improvements of adjoining property onto the subject property, and that we know of no assertion being made by any adjoining property owner(s), nor by us against any adjoining property owner(s), as to the location of boundary lines or disputes as to occupancy of any portions of our property to their property with the exception(s) noted below (if any):

This affidavit is given to All Real Estate Solutions, LLC and North American Title Insurance Company as an inducement to issue extended coverage on the property Owner's and/or Loan Policy over questions of survey, encroachments and easements not shown of record.

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Fax: 440-605-0210

## SIGNATURE AND NAME AFFIDAVIT

I/we, DL Real Estate Holdings, LLC, certify that this is my/our true and correct signature(s).

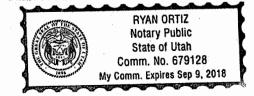
DL Real Estate Holdings, LLC

By: Donald E. Mullen, Member

DOWALD E MULEN	Almuld EMalla
Printed Name	Signature
Printed Name	Signature
Printed Name	Signature
Printed Name	Signature
Printed Name	Signature
State of UTAH	
County of 1977AH	> MRK
This instrument was acknowledged before me on thisits Autho	day of- <del>March,</del> 2016, by DL Real Estate Holdings rized Agent/Managing Member

Notary Public

My Commission Expires: 9/9/18







Fax: 440-605-0210

# Acknowledgments and Hold Harmless Agreements and Standard Conditions of Appointment of Settlement Agent and Acceptance of Escrow

File: 4472

Subject Property: 1452 East 93rd Street Cleveland. OH 44106

March 30, 2016

**HUD Settlement Statement Acknowledgment** 

The undersigned acknowledge that they have checked, reviewed and approved the figures appearing on the settlement statement and settlement disbursement record; and that such figures correctly reflect all the terms of this transaction. The undersigned forever release and hold harmless Lender, its successors and/or assigns, if any, and All Real Estate Solutions, LLC and/or any of their agents from any and all liability or responsibility with respect to errors or omissions in said settlement statement and/or settlement disbursement record.

**Commitment/Policy Acknowledgement** 

The undersigned seller hereby acknowledges that he/she has received and reviewed a copy of the Title Insurance Commitment and/or Policy issued by All Real Estate Solutions, LLC.

Title Insurance Discount Acknowledgement

The undersigned acknowledge that they are hereby notified of the possible eligibility for discounted title insurance premium of the subject property covered by a commitment for title insurance, and we have been advised that an Owner's Policy and/or Loan Policy may being issued by All Real Estate Solutions, LLC at the request of the undersigned and/or by the Lender.

To determine your eligibility for a discounted title insurance premium, please provide the following:

• A copy of any owner's title insurance policy that has been issued for the subject property within the last **10 years**.

or

• A closing/HUD Settlement Statement confirming payment of a premium for a prior owner's title policy issued within the last **10 years**.

Furthermore, you are hereby advised that you can obtain an Owner's Policy if you are not already being provided said policy in connection with the transaction. The cost for this coverage can be obtained by contacting our office.

**Purchase Contract Satisfaction Acknowledgement** 

The undersigned certify that all terms, conditions or repairs set forth in or required by the Purchase Contract or any amendments thereto have been completed and fulfilled to their satisfaction and further agree to hold harmless Lender, its successors and/or assigns, if any, and All Real Estate Solutions, LLC and/or any of their agents from any and all liability or responsibility with respect to the Purchase Contract or any amendments thereto.

**Property Condition Acknowledgement** 

The undersigned buyer states that he/she has examined the property and is satisfied with the condition of the property and understands that any inspections required by local government agencies are his/her responsibility and agrees to hold harmless Lender, its successors and/or assigns, if any, the seller, and All Real Estate Solutions, LLC and/or any of their agents from any and all liability or responsibility with respect to the condition of the property and any inspections.

**Proration Acknowledgement** 

All Real Estate Solutions, LLC has handled the proration of taxes in this transaction as an accommodation to both seller and buyer. The proration of taxes was performed as provided for in the Purchase Contract or as agreed to by the parties. The proration was based on an estimate or current tax bill information available from the County. Home Owner Association (HOA) proration was based on information provided by the HOA. Rent proration was based on copies of lease agreements provided by the seller. The undersigned hereby agree and accept that the proration shown on the Settlement Statement are final. The undersigned agree to hold harmless Lender, its successors and/or assigns, if any, the seller, and All Real Estate Solutions, LLC and/or any of their agents from any and all liability or responsibility for the handling of such proration of taxes and/or for any future variance in the actual amount of the tax bill(s), or any assessments that are not disclosed of public record at the time of settlement, actual amount of the HOA bill, or lease rent.

Water/Sewer Acknowledgement

The undersigned hereby acknowledge that there may be unpaid charges for water and/or sewer furnished to the subject property. Although these charges may not now be a lien against the subject 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 these services if such charges are not paid; that no allowance for such charges were made or taken into account on the settlement statement covering this transaction unless otherwise provided for in the purchase contract. The undersigned agree to hold harmless Lender, its successors and/or assigns, if any, the seller, and All Real Estate Solutions, LLC and/or any of their agents from any and all liability or responsibility as to the water and/or sewer charges against the subject property.

**Electronic Storage of Documents Acknowledgement** 

The undersigned hereby acknowledge that all documents relating to the transaction may be stored as electronic images and the originals of the electronically stored documents shall be destroyed. The electronic image shall be deemed to serve as the original of the instrument or document thereafter. The undersigned hereby agree and stipulate that a printed reproduction of the electronically stored document may be used in place of the original in any litigation, correspondence or other proceeding requiring production of the original. The undersigned hereby agree and stipulate that the paper original of the electronically stored document is deemed to have been destroyed on the date the document was electronically imaged and stored and that All Real Estate Solutions, LLC was entitled to enforce the paper instrument at the time the paper instrument was destroyed.

**Hold Harmless Agreement** 

The undersigned hereby forever release and hold harmless Lender, its successors and/or assigns, if any, the seller, and All Real Estate Solutions, LLC and/or any of their agents from any and all liability or responsibility with respect to any of the following items which are applicable to the subject property: a) assessments issued by any governmental or municipal body; b) assessments issued by condominium or planned unit development homeowners' association; c) utility charges such as gas, electric, water, sewer, trash removal, etc.; d) building

or zoning code regulations or violations; e) transfer of any personal property; f) transfer of security deposits and/or proration of rents; g) the actual location or proper mailing address of the property; h) environmental hazards; i) flood zone risks; j) eminent domain on condemnation proceedings; k) rights to file mechanic's liens; l) current agricultural use tax Recoupment; and m) rights of parties or tenants in possession, if any.

Standard Conditions of Appointment of Settlement Agent and Acceptance of Escrow
The undersigned parties agree that All Real Estate Solutions, LLC ("Agent") shall act as
settlement and/or escrow agent pursuant to written agreement between the parties and such
written mutual instructions as shall be accepted by Agent; provided, however, that unless
specific written instructions to the contrary are accepted by Agent, the following conditions shall
apply:

- 1. Escrow Deposits. If acting as escrowee, Agent shall be responsible for only such funds and documents to secure payment of its fees and costs incurred while performing its escrow, settlement or title functions. 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 (a) the time required by the agreement or instructions, (b) 15 days after written notice of default, nonperformance or dispute from any party, or (c) 15 days after demand by Agent, Agent may terminate the escrow or decline to act further except pursuant to court order or written mutual agreement of the parties acceptable to Agent. Upon termination Agent may retain all funds, documents and property 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 or declination and hereby indemnify Agent for any loss, cost or damage including, without limitation, attorney fees and costs of litigation which Agent may incur.
- 2. Escrowed Funds. Funds deposited in escrow shall not bear interest and may be deposited in escrow accounts in any depository which Agent may select. All payments shall be by checks written on such accounts, but Agent shall not be liable for any payment that is delayed or prevented by operation of law or other reason beyond its control. Agent shall be permitted to deposit these funds and shall be entitled to keep the interest from such deposits for its own account. Deposits held in Agent's escrow account at less than a rate of interest adequate, in Agent's opinion, to pay for the maintenance of such account shall be subject to monthly service charges. 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. Funds escrowed pending proof of payment of Seller's obligation(s) may be released to Buyer if such proof is not provided within 120 days of settlement. Agent shall not be liable for any loss the parties incur by reason of bank failure, closing or insolvency.
- 3. Settlement Charges. Escrow, settlement, title transfer, and recording costs shall be allocated as follows unless the purchase contract specifies otherwise: SELLER shall be charged with the costs of title examination, title evidence required from Seller, transfer and conveyance fees, one-half escrow and settlement charges, real estate taxes and assessments due and payable at date of closing, costs of satisfying liens and encumbrances not accepted or assumed by Buyer, and anything required by or on behalf of Seller not listed here;
  BLIVER shall be charged with one-half escrow and settlement charges, the costs of title.

BUYER 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 not listed here;

Agent shall be paid in full at the settlement for all title, escrow and settlement fees and costs and may withhold settlement and retain all funds and documents held as escrow or settlement 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 shall not be liable to any party for failure to comply with unclear or conflicting instructions.

Regardless of any other agreement of the parties 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 Veteran's Administration regulations preclude any charge for an escrow fee. Seller agrees to pay all charges and costs required to meet the specifications of the governmental agency insuring the Buyer's loan and not allocable 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 thereby. Parties hereby agree that if the escrow agent is required to respond to any court action without fault of the escrow agent, that the escrow agent shall be reimbursed for all his costs and expenses including reasonable attorney fees, all of which shall be charged to the appropriate party.

The Escrow Agent assumes no responsibility as to any title examination or completed evidence of title prepared by any title company, title examiner, or Torrens Department employed to carry out the title provisions of the sales agreement and/or escrow instructions.

- 4. Prorations. Prorations shall be calculated on the basis of the fiscal year. Phrases such as "to 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. For purposes of proration, the Seller shall be considered the owner through the day of closing. "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. Information obtained by Agent as to taxes, assessments, insurance, rents, interest and balance due on mortgages or other encumbrances may be relied upon in making payments or adjustments. Prorations of taxes or assessments shall be on the basis of the amount shown on the last available County Treasurer's tax duplicate. If current real estate taxes have been reduced as a result of Seller's entitlement to homestead, agricultural or other credits, proration shall be on the basis of such reduced amounts.
- 5. Taxes and Assessments. The responsibility of Agent as to real estate taxes and assessments shall be limited to proration and payment of the taxes and assessments shown on the last available County Treasurer's tax duplicate when required by the instructions.
- 6. 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 may rely on information obtained from loan questionnaires or original or memorandum policies of insurance and any errors or omissions in such information shall be adjusted between the parties outside the closing. Agent shall have no responsibility for insurance on personal property.
- 7. **Required Consent.** The parties agree to obtain any consents required for the assumption of mortgage or transfer of property subject to mortgage and hereby hold Agent harmless for any breach of mortgage conditions resulting from such assumption or transfer.
- 8. Government Requirements. The parties agree to comply with any requirement, restriction or limitation affecting the use, occupancy or transfer of the premise imposed by any

randra de la composição d La composição de la compo 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 or health matters, existence or status of utilities or other services. The parties hereby indemnify and hold Agent harmless from any ordinance or other form of government coercion requiring agent to obtain consents, inspection reports or proof of compliance with any such law or regulation. The parties further indemnify and hold Agent harmless from all costs, attorney fees and awards resulting from demands or litigation arising from any alleged failure to comply with such requirements.

Escrow Agent assumes no responsibility as to compliance with any local or Municipal requirements, so called "Point of Sale" inspections or Ordinances, Governmental requirements placed upon the property at issue, zoning ordinances, and Assessments not yet certified by the taxing authorities. Escrow Agent shall not be responsible for "special tax search matters" unless specifically requested to do so, in writing by the parties to this Agreement.

- 9. Title Examination. The Escrow Agent shall not be liable for the status of the title. If the Escrow Agent is asked, and searches a title, directly or indirectly, and/or issues a Title Commitment or Policy, any search or issuance of same is on behalf of a disclosed Principal, the Title Insurance Company. The Title Insurance Company shall be North American Title Insurance Company. No party to this Escrow Agreement shall have any claim, including any claim for negligent title search, or failure to disclose an encumbrance or other matter of record, against the Escrow Agent. Any such claim of loss or damage, or any action asserting such claim, whether or not based on negligence, which arises out of the status of title to the estate or interest which is the subject of this Escrow Agreement, or which relates to a title search, Commitment or Policy, shall be exclusively limited to the terms of the Title Commitment or Policy issued.
- 10. Agent Disclaimer. Agent shall not be responsible for:
  - a. validity, collectability, genuineness of signature, negotiability or marketability of any stocks, bonds, currency, passbooks, checks, documents or negotiable instruments deposited in escrow or exchanged in settlement;
  - b. the identity of any person or the sufficiency of any agency;
  - c. the existence, condition or identity of any buildings, fixtures, improvements or installations located or presumed to be on the premises; or the existence, conditions, title or delivery of any personal property.
  - d. rights of parties in possession, easements or claims of easement, matters which would be disclosed by an accurate survey or inspection, or claims for mechanics' lien except as specifically insured in any title insurance policies issued by Agent;
  - e. delay due to fire, strike, act of God, or any other cause beyond the control of Agent;
  - f. adjustment of charges for gas, electricity, water, heat and other public utilities.
  - g. anything not specifically assumed or agreed to in these Standard Conditions.
- 11. **Limit of Liability.** The Escrow Agent shall not be liable hereunder unless notice of a claim in writing is received by the Escrow Agent within one (1) year from the date of closing. All notices of claim shall be sent to the following address:

All Real Estate Solutions, LLC; Attn: Anita M. Zaller, Manager 1869 East Aurora Road, Suite 400, Twinsburg, OH 44087 Phone (440) 484-2290; Fax (440) 605-0210; E-mail info@allresolutions.com

12. Merger Clause. This is the complete agreement between the parties. Each party has had the opportunity to read this Agreement, to understand it, to make changes where requested and agreed to, and to consult with experts of their choice, including an attorney or attorneys. All prior representations, agreements and

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discussions are merged herein. No party, person, employee or agent may modify this agreement by any oral statement or representation. All modifications of this agreement must be in writing signed by all parties. The signing of this Agreement is the free and voluntary act of the parties hereto. This instrument is governed by Ohio law.

I have read and understand the Acknowledgments and Hold Harmless Agreements and Standard Conditions of Appointment of Settlement Agent and Acceptance of Escrow

DL Real Estate Holdings, LLC

By: Donald E. Mullen, Member



Fax: 440-605-0210

#### CONDITIONS OF SETTLEMENT

DL Real Estate Holdings, LLC , hereby understands that the settlement shall be conditional upon the satisfaction of the following items:

COPY OF TWO FORMS OF IDENTIFICATION FOR EACH SIGNER

# THE ITEM(S) LISTED ABOVE MUST BE RETURNED WITH THE SETTLEMENT PACKAGE.

(Unless other arrangements have been made with All Real Estate Solutions, LLC)

I/we understand that if the above item(s) are not received with the settlement package, there may be a delay for the disbursement of this transaction or documents associated with this transaction may be null and void, and will have to be re-settled.

This document shall serve as DL Real Estate Holdings, LLC's rescission if the item(s) above are not received.

I/We, DL Real Estate Holdings, LLC, after being duly sworn according to law, state and depose as follows:

- 1. ESCROW ACCOUNT FEE
  - I/We agree that in the event an ESCROW ACCOUNT is established to dispose of items/defects of title/disputed payoffs, All Real Estate Solutions, LLC shall be authorized, and consent and agree to a service charge of \$ 25.00 on said account for each and every month past 90 days after the creation of said ESCROW ACCOUNT.
- 2. ESCROW HOLDS

I/We agree to forward to All Real Estate Solutions, LLC any Final Water Bills, Property Inspection Holds, paid receipts or other appropriate documentation required to release funds held in escrow from the seller's proceeds. The document(s), if applicable, will be forwarded within 45 days of closing.

WITNESS

That, Graffiti Me, LLC, state that the following named individual(s) was/were present at the execution of the Mortgage, Deed of Trust, Deed and other documents required to consummate the transaction of the above subject property.

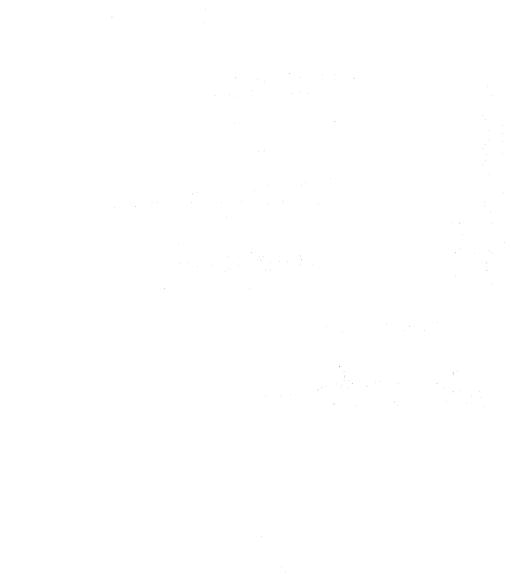
Printed Witness Name		
Printed Witness Name	-	

Complete Item 3 If Applicable

b b	4.	PRINCIPAL RESIDENCE ADDRESS I/We certify my/our permanent principal /forwarding address is:	
4 MUS		1196 East 1220 N	
Item / Be Comp		Orem, UT 84097	-
MUST	5.	SOCIAL SECURITY NUMBER(S)  I/We certify my/our social security number(s) (or Tax Identification Number) is/are:	
Item 5 Be Compl		26-3787590	

DL Real Estate Holdings, LLC

By: Donald E. Mullen, Member





1869 East Aurora Road Suite 400 Twinsburg, OH 44087 Phone: 800-398-6163 Fax: 440-605-0210

## **Settlement Agent Instructions**

(Please read thoroughly, non compliance may result in your fee being reduced.) Initial each instruction as completed and return with signed documents

Initials	Confirm Appointment—Call the signer(s) to verify appointment time and location. Do NOT change appointment without notifying All Real Estate Solutions, LLC.
	Copy of Identification—A legible copy of the Driver's License or other government issued photo ID and a second form of ID MUST be collected at closing, and a copy returned with the closing package. An affidavit alone will not be acceptable.
	Ink Color—Documents must be signed in BLUE ink only; unless otherwise specified.
· · ·	Copy Package—The signer(s) must received a copy of the documents. If you download the documents, you must print a set for the signer(s). The copy fee for this was included in the fee that was agreed upon for the closing.
	Legal Advise—As a contract notary/closer, you are NOT to give legal advice or comment on the signer(s) loan. Any questions related to the loan should be addressed to the Loan Officer. If the Loan Officer can not be reached you need to contact All Real Estate Solutions, LLC. This does not apply in "attorney state" closing transaction.
	<b>Document Explanation</b> —You are being paid a fee to EXPLAIN the documents to the signer(s). Please explain these documents as you would like them explained to you. If you are not sure about a document, contact All Real Estate Solutions, LLC.
·	Signing Documents—Documents are to be signed EXACTLY as the names appear. If their name is different on the ID provided, please add any variations to the name affidavit. You must make sure the signer(s) properly executes all documents. Failure to obtain all necessary signatures will result in an incomplete signing and YOU will have to return to the signer(s) and obtain the required signature(s) at NO COST TO All Real Estate Solutions, LLC.
	<b>Dating Documents</b> —Make sure the signer(s) correctly date all appropriate areas as required. Do NOT use a stamp to date the documents.
	Notary Section—Accurately complete the notary section, including the county where the document is being signed and name of the signer(s). Be sure you seal appears as required. Failure to properly notarize the required documents will result in an incomplete signing and YOU will have to properly complete the missing section(s) at NO COST TO All Real Estate Solutions, LLC.
	Funds Due at Close—There may be funds you need to collect from the client. For amounts under \$100.00, a personal check may be accepted; unless otherwise noted. For amounts over \$100.00, funds should be CERTIFIED FUNDS. If you are presented funds that do not comply with these guidelines you MUST notify our office prior to leaving the closing.  NEVER REFUSE FUNDS, unless prohibited by law.
	Shipping—Send all documents back to All Real Estate Solutions, LLC using the prepaid overnight slip included with the documents. All documents must be shipped out the SAME DAY as closing. If this is not possible you must notify All Real Estate Solutions, LLC. Some transactions may require documents be faxed prior to shipping, please refer to the Conditional Closing Agreement.  ALSO SEE OVERNIGHT CARRIER PICKUP TIMES BELOW
	<b>Conditional Settlement Agreement</b> —Please review the Conditional Closing Agreement for any additional documents needed to complete the transaction.
	Closed Loan Notification—You MUST go to www.allresolutions.com and complete the closed notification form. Some transaction may also require the Lender/Broker be contacted, be sure to review the Conditional Closing Agreement. Noncompliance may result in your fee being reduced.

Special Signature Requirements—If you have one or more of the following involved in the transaction contact our office immediately:

1. Power of Attorney is being used; if we have approved it there will be a note

- in the Conditional Closing Agreement.

  2. Signing with an "X"/signer unable to execute documents with a signature.
- 3. Signing in a Trust, most lenders require the Security Instrument and Note be signed BOTH as trustee(s) and individuals.

Or if you are unsure how to proceed with a transaction (i.e. Trustees, Corporations, Power of Attorney, etc.) call All Real Estate Solutions, LLC or your Escrow Contact

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	Escrow Contacts					
	Secondary Contact— Anita Zaller Office: 440-484-229 Cell: 440-336-0163		ı cannot reach ofi	ficer above)		
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I have read and understand the Settlement Agent Instructions and I certify that I have obtained copy of the identification for each signer.

Closer Signature