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
SUITE 400
TWINSBURG OH 44087

(440) 484-2290 REF: 4472
INV:
PO: DEPT:

540J1/CF34/727F

FedEx Express

J1610162935ster

FRI - 01 APR 10:30A
PRIORITY OVERNIGHT

TRK# 0201 **7827 0951 7277**

XH SKYA

44087
OH-US CLE

A. Settlement Statement

OMB No. 2502-0265

B. Type of Loan

1. ☐ FHA 2. ☐ FmHA 3. ☐ Conv Unins
4. ☐ VA 5. ☐ Conv Ins. 6. ☐ Seller Finance

6. File Number	7. Loan Number	8. Mortgage Ins Case Number
4472 North Am		

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

D. Name & Address of Borrower	E. Name & Address of Seller	F. Name & Address of Lender
Graffiti Me, LLC **PO Box 21538** **South Euclid, OH 44121**	**DL Real Estate Holdings, LLC** **1196 East 1220 N** **Orem, UT 84097**	,

G. Property Location	H. Settlement Agent Name	
1452 East 93rd Street Cleveland, OH 44106 **1452 East 93rd Street** **Cleveland, OH 44106**	**All Real Estate Solutions, LLC** **1869 East Aurora Road** **Suite 400** **Twinsburg, OH 44087 Tax ID: 75-3238263**	
	Place of Settlement **All Real Estate Solutions, LLC** **1869 East Aurora Road** **Suite 400** **Twinsburg, OH 44087**	I. Settlement Date **4/1/2016** Fund:

J. Summary of Borrower's Transaction		**K. Summary of Seller's Transaction**	
100. Gross Amount Due from Borrower		**400. Gross Amount Due to Seller**	
101. Contract Sales Price		401. Contract Sales Price	**$8,000.00**
102. Personal Property		402. Personal Property	
103. Settlement Charges to borrower		403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		**Adjustments for items paid by seller in advance**	
106. City property taxes		406. City property taxes	
107. County property taxes		407. County property taxes	
108. School Property Taxes		408. School Property Taxes	
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		**420. Gross Amount Due to Seller**	**$8,000.00**
200. Amounts Paid By Or in Behalf Of Borrower		**500. Reductions in Amount Due to Seller**	
201. Deposit or earnest money		501. Excess Deposit	
202. Principal amount of new loan(s)		502. Settlement Charges to Seller (line 1400)	**$1,906.95**
203. Existing loan(s) taken subject to		503. Existing Loan(s) Taken Subject to	
204. Loan Amount 2nd Lien		504. Final Water/Sewer	**$300.00**
205.		505. First Half 2015 Taxes & Penalties	**$266.55**
206.		506.	
207. Security Deposit		507. Security Deposit	**$930.00**
208. Rent Cred UpperPrepay Apr-July 4 mos		508. Rent Cred UpperPrepay Apr-July 4 mos	**$1,860.00**
209.		509.	
Adjustments for items unpaid by seller		**Adjustments for items unpaid by seller**	
210. City property taxes		510. City property taxes	
211. County property taxes 07/01/15 04/01/16		511. County property taxes 07/01/15 04/01/16	**$364.14**
212. School Property Taxes		512. School Property Taxes	
213. HOA Dues		513. HOA Dues	
214. HOA Dues		514. HOA Dues	
215. Other taxes		515. Other taxes	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Borrower		**520. Total Reduction Amount Due Seller**	**$5,627.64**
300. Cash At Settlement From/To Borrower		**600. Cash At Settlement To/From Seller**	
301. Gross Amount due from borrower (line 120)		601. Gross Amount due to seller (line 420)	**$8,000.00**
302. Less amounts paid by/for borrower (line 220)		602. Less reductions in amt. due seller (line 520)	**$5,627.64**
303. Cash From Borrower		**603. Cash To Seller**	**$2,372.36**

File No. 4472

L. Settlement Charges			
700. Total Sales/Broker's Commission based on price $8,000.00 @ % = $1,000.00		Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
Division of Commission (line 700) as follows:			
701. $0.00 to			
702. $1,000.00 to Realty Trust Services			
703. Commission Paid at Settlement			$1,000.00
800. Items Payable in Connection with Loan			
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			
901. Interest from 4/1/2016 to 5/1/2016 @ $0/day			
902. Mortgage Insurance Premium for months to			
903. Hazard Insurance Premium for years to			
1000. Reserves Deposited With Lender			
1001. Hazard insurance	months @ per month		
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 Real Estate Solutions, LLC			$250.00
1102. Abstract or title search to			
1103. Title examination to All Real Estate Solutions, LLC			$275.00
1104. Title insurance binder to All Real Estate Solutions, LLC			
1105. Document preparation to All Real Estate Solutions, LLC			$65.00
1106. Notary fees to			
1107. Attorney's fees to			$75.00
(includes above items numbers:)			
1108. Title insurance to All Real Estate Solutions, LLC			$87.50
(includes above items numbers:)			
1109. Lender's coverage $0.00/$0.00			
1110. Owner's coverage $8,000.00/$175.00			
1111. Courier/Messenger Service to All Real Estate Solutions, LLC			$60.00
1112. Title Update to			
1113. Filing Service to All Real Estate Solutions, LLC			
1114. Wire/Shipping & Handling to All Real Estate Solutions, LLC			
1200. Government Recording and Transfer Charges			
1201. Recording Fees Deed $28.00 ; Mortgage ; Rel to Cuyahoga County Fiscal Officer			
1202. City/county tax/stamps Deed $32.00 ; Mortgage to Cuyahoga County Fiscal Officer			$32.00
1203. State tax/stamps Deed ; Mortgage to Cuyahoga County Fiscal Officer			
1204. Auditors Transfer Fee ($.50 per parcel) to Cuyahoga County Fiscal Officer			$0.50
1300. Additional Settlement Charges			
1301. Survey to			
1302. Pest Inspection to			
1303. City of Cleveland Disclosure Fee to City of Cleveland POC $61.95			
1304. City of Cleveland Disclosure Fee to All Real Estate Solutions, LLC			$61.95
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)			$1,906.95

I have carefully reviewed the Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a completed copy of pages 1, 2 and 3 of this Settlement Statement.

Graffiti Me, LLC

By

DL Real Estate Holdings, LLC

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.

CITY OF CLEVELAND
CERTIFICATE OF DISCLOSURE APPLICATION FOR
TRANSFERRING RESDIENTIAL PROPERTY (1-4 UNITS)
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.

File No: COD16-01358
Fee: $0.00

PART A: TO BE COMPLETED BY ESCROW/TRANSFERRING AGENT

Property Address: 1452 E 93 ST
Permanent Parcel Number: 107-13-122
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
Address: 1869 E. Aurora Road, #400
Telephone Number:
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.

Appraiser's Name: JOSEPH HUGHES
Business Name: ALL REAL ESTATE SOLUTIONS, LLC.
Business Address: 1869 E. Aurora Road, #400
Telephone Number:
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
Telephone Number:

Name, Business Address, Telephone Number, State License Number for all Real Estate Agents and/or Brokers involved in this transaction. (Attach a separate sheet of paper if necessary.)

Name, Business Address, Telephone Number of the first and, if applicable, subsequent mortgagee. (Attach a separate sheet of paper if necessary.)

Name, Address, Telephone Number of any/all assignees. (Attach a separate sheet of paper if necessary.)

Was Purchase Agreement Signed? Yes ☐ No ☐

I, hereby, attest the above information is true to the best of my actual knowledge this _____ day of _____.

Escrow/Transferring Agent _____

The above section must be completed by the escrow/transferring agent prior to closing, transferring and filing with the County of Cuyahoga.

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 the Owner(s).

Owner _____ Date 4-1-16 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

1. Property Address: 1452 E 93 ST
2. Permanent Parcel Number: 107-13-122
3. Sub Lot No: _____
4. Legal authorized use of property? _____
5. How many structures on lot? _____
6. Is property new construction? Yes ☐ No ☐
   If yes, year built. _____
7. Has Certificate of Occupancy been issued? Yes ☐ No ☐
   If yes, when? _____
8. Is property in an Historic District?* Yes ☐ No ☐
9. Is property condemned? Yes ☐ No ☐
   If yes, when? _____
10. Has property ever been condemned? Yes ☐ No ☐
    If yes, when? _____
11. Are there any current (within last 2 years) reported violations on property? Yes ☐ No ☐
    If yes, attach Violation Notice(s).

I, hereby, attest the above information is true this day of , .

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)

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS CERTIFICATE OF DISCLOSURE FORM AND ANY VIOLATIONS AND CONDEMNATION HISTORY ASSOCIATED WITH THIS PROPERTY. I/WE 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.

Purchaser _____ Date Purchaser _____ Date

Notary Public _____

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 this 1st day of APRIL, 2016

DL Real Estate Holdings, LLC

By: Donald E. Mullen, Member

STATE OF UTAH
COUNTY OF UTAH

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 1st day of APRIL, 2016

Notary Public
My Commission Expires: 9/9/18

RYAN ORTIZ
Notary Public
State of Utah
Comm. No. 679128
My Comm. Expires Sep 9, 2018

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

[illegible]

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.

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

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

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

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 X

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

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

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.

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

FIRST HALF 2015 TAXES & PENALTIES

Date: **March 28, 2016**

RE: **Cuyahoga County Fiscal Officer-Treasurer**
Treasurers Dept
2079 East 9th Street
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

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

This instrument was acknowledged before me on this 1st day of ~~March~~ APRIL, **2016**, by **DL Real Estate Holdings, LLC, by** DONALD E MULLEN **its Authorized Agent/Managing Member**.

Notary Public
My Commission Expires: 9/9/18

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, LLC

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:
1196 E 1220N
OREM, UT 84097

*NOTE: If the amount of the proceeds check is **UNDER $500.00, IT WILL BE MAILED** via United States Postal Service—NOT by OVERNIGHT carrier.*

☐ Wire
Bank Name _____

Bank Phone Number _____

*NOTE: A voided **CHECK MUST BE ATTACHED** 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 insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

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

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

SELLER

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

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**

2. 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).

True	False		
☐	☒	(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.
☒	☐	(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.
☒	☐	(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, <u>and</u> (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).

CONTINUED ON NEXT PAGE

☒ ☐ **(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

ALL REAL ESTATE SOLUTIONS, LLC

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

1. 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 Transferee 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

Donald E. Mullen

By: Donald E. Mullen, Member

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 **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
DL Real Estate Holdings, LLC

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ P
☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting Code (if any) _____

Address (number, street, and apt. or suite no.)
1196 E 1220 N

Requester's name and address (optional)

City, state, and ZIP code
Orem, UT 84097

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number
26 - 3787590

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I 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 reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ [signature], member Date ▶ 4-1-16

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

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 alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt 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 withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 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 partnership 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 income.

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 disregarded 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 trust 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 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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 five items:

1. 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.
3. 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.
5. 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 her 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 alien 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 8233.

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, royalties, 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,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells 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
5. 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 furnish TIN. If you fail 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.

Criminal penalty for falsifying information. Willfully falsifying 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 informing 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 tax 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 direct owner of the 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 name" 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 filed 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 301.7701-3 (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 document 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 501(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 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax 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[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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

[2] 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, commodities, or derivative financial 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 broker

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 ITIN, see *How to get a TIN* 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 local 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 ITIN, 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 Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

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 made 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-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, 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.

1. 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 fishermen, 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 name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. 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
13. 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	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

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

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish 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.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

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 refund.

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 activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft 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 email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

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.ftc.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 cities, 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 3406, 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.

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

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

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

1. **Representations:** If only one person signs this affidavit, the word "we" shall mean "I". 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. **Type of Affidavit:**
   (Mark appropriate box below and provide any required information and copy of prior survey, if applicable)

☐ **PROPERTY IS A CONDOMINIMUM, SURVEY DOES NOT APPLY**

☒ **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.

☐ **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.

ALL REAL ESTATE SOLUTIONS, LLC

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

I/we certify that I am one and the same and also known as:

Printed Name	Signature
DONALD E MULLEN	

State of UTAH
County of UTAH

This instrument was acknowledged before me on this 1st day ~~of March,~~ APRIL **2016**, by **DL Real Estate Holdings, LLC, by** DONALD E. MULLEN **its Authorized Agent/Managing Member** .

Notary Public
My Commission Expires: 9/9/18

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

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;
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

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**

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

Donald E. Mullen

By: Donald E. Mullen, Member

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

3. 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.

Complete Item 3 If Applicable

_____
Printed Witness Name

_____
Printed Witness Name

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

_____ **Document Explanation**—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.

_____ **Dating Documents**—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

_____ **Conditional Settlement Agreement**—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. Non-compliance 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

_____ **Invoice/W-9/Errors & Omissions**—Copy of your invoice, W-9, and Errors & Omissions insurance MUST be returned with the closing package or emailed to closing@allresolutions.com. You will not be paid if you do not include these items.

_____ **No Close**—If you encounter a problem at the closing and the signer(s) do not want to complete the transaction, you MUST speak to a person from our office. Do NOT leave a message on a voicemail.

Escrow Contacts—

Secondary Contact—*(use only if you cannot reach officer above)*
Anita Zaller
Office: 440-484-2299
Cell: 440-336-0163

OVERNIGHT CARRIER PICKUP TIMES

IF THE CLOSED PACKAGE IS COMPLETED AFTER THE LAST OVERNIGHT PICKUP IN YOUR AREA, PLEASE FAX THE FOLLOWING SIGNED DOCUMENTS TO OUR OFFICE: HUD and DEED.

Instruction to Settlement Agent: Please complete for each person signing documents related to this transaction.

Name on ID _____

Type of ID _____ ID Number _____

Expiration Date _____ Issue Date _____

Name on ID _____

Type of ID _____ ID Number _____

Expiration Date _____ Issue Date _____

Type of ID must be a Driver's License, State ID, Passport, or other Governmental Issued ID with photo or sample signature.

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