

### CUSTOMER CONTACT INFORMATION UPDATE FORM

Account: 1758640761  
 Customer(s): Albert L. Venosky  
 Property Address: 8085 Olmway Avenue  
 Olmsted Falls, OH 44138-0000

Name of customer(s) requesting update: Estate of Albert L. Venosky, deceased  
Gretchen Turnbaugh, Executor

\*Customer's new address: 724 McDonald Ave.  
McDonald, OH 44437

\*Customer's new home phone number: 440-346-0064

\*Customer's new mobile phone number: \_\_\_\_\_

\*Customer's new work phone number: \_\_\_\_\_

**\* Important Notice For The Telephone Consumer Protection Act**

When you give us your mobile phone number, we have your permission to contact you at that number about all your Chase or J.P. Morgan accounts. Your consent allows us to use text messaging, artificial or prerecorded voice messages and automatic dialing technology for informational and account service calls, but not for telemarketing or sales calls. It may include contact from companies working on our behalf to service your accounts. Message and data rates may apply. You may contact us anytime to change these preferences.

BY SIGNING BELOW, the customer(s) agrees to inform JPMorgan Chase Bank, N.A. of any future changes in the customer's mailing address and phone number.

Customer 1 Gretchen Turnbaugh, Executor Date 6-16-16  
 Signature *Gretchen Turnbaugh*  
 Customer 2 \_\_\_\_\_ Date \_\_\_\_\_  
 Signature \_\_\_\_\_

Sign and return this completed form by fax to 1-866-837-2043 (Free of charge from any Chase branch).

**AFFIDAVIT OF "ARM'S LENGTH TRANSACTION"**

Pursuant to a residential purchase agreement (the "Agreement") dated on November 16, 2015, the parties identified below as the "Seller" and the "Buyer," respectively, are involved in a real estate transaction, ratified on loan number 1758640761, commonly known as 8085 Olmway Ave, Olmsted Falls, OH 44138-0000 (the "Property"), will be sold by the Seller to the Buyer.

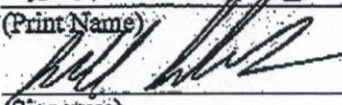
Chase (the "Lender and/or Servicer") owns or is the authorized servicer of a deed of trust or mortgage against the Property. In order to complete the sale of the Property, the Seller and the Buyer have jointly asked the Lender and/or Servicer to discount the total amount owed on the Loan secured by the deed of trust or mortgage. The Lender and/or Servicer, in consideration of the representations made below by the Seller, the Buyer, and their respective agents, agrees to accept less than the amount owed to resolve its loan (pursuant to a separate Agreement between the Lender and/or Servicer and the Seller) on the express condition that the Seller, the Buyer, and their respective agents (including, without limitation, real estate agents, escrow agents, and title agents) each truthfully represents, affirms, and states that, to the best of each signatory's knowledge and belief:

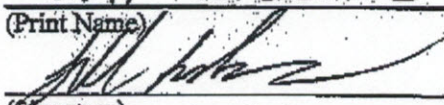
- a) The sale of the Property is an "arm's length" transaction between parties who are unrelated and unaffiliated by family, marriage, or commercial enterprise.
- b) There are no agreements, understandings or contracts relating to the current sale or subsequent sale of the Property that have not been disclosed to the Lender and/or Servicer.
- c) There are no agreements, understandings or contracts between the parties that the Seller(s) will remain in the Property as a tenant or later obtain title or ownership of the Property, except to the extent that the Seller(s) is permitted to remain as a tenant on the Property for a short term, as is common and customary in the market but no longer than 90 days, in order to facilitate relocation.
- d) The buyer cannot resell the property within 30 days of the closing date. The buyer also, cannot resell the property for greater than 120% of short sale price until 90 days from the closing date.
- e) Neither the Seller(s) nor the Buyer(s) will receive any funds or commission from the sale of the Property. The Seller(s) may receive a payment or incentive if it is offered by the Lender and/or Servicer. Any incentive payments will be paid at the time of closing and will be reflected on the Closing Disclosure or HUD-1 Settlement Statement.
- f) No party to the sales contract, including the Buyer, Seller's Agent, Buyer's agent, or Settlement agent, is a relative of, business of, or shares any business interest with the Seller.
- g) All amounts to be paid to any party, including holders of other liens on the Property, in connection with the short payoff transaction have been disclosed to and approved by the Lender and/or Servicer and will be reflected on the Closing Disclosure or HUD-1 Settlement Statement.
- h) The Seller's Listing Agent has presented all offers for the purchase of the Property to the Borrower and no offers have been held, concealed or delayed due to action or inaction by any Agent.
- i) All Chase Mortgage Banking employees are prohibited from purchasing homes through a short sale where Chase is the Lender or Servicer. However, JPMorgan Chase employees who are not employed in Mortgage Banking may purchase homes involved in a short sale that secure loans owned or serviced by Chase.
- j) Each signatory understands, agrees and intends that the Lender and/or Servicer are relying upon the statements made in the affidavit as consideration for the reduction of the payoff amount of the Property and agreement to the sale of the Property.

- k) A signatory who makes a negligent or intentional misrepresentation agrees to indemnify the Lender and/or Servicer for any and all loss resulting for the misrepresentation, including but not limited to, repayment of the amount of the reduced payoff of the Property.
- l) Each signatory understands that a misrepresentation may subject the party making the misrepresentation to civil and/or criminal liability.
- m) The certification will survive the closing of the transaction.

I/We declare under penalty of perjury under the laws of the state of OHIO that all statements made in this Affidavit are true and correct.

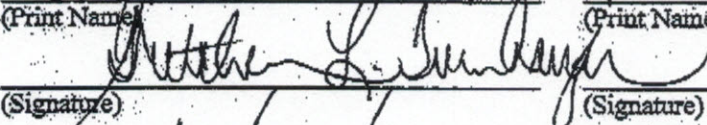
Additionally, I/we fully understand that it is a federal crime punishable by fine or imprisonment, or both, to knowingly and willfully make any false statements concerning any of the above facts as applicable under the provisions of Title 18, United States Code, Section 1001, et seq.

**Buyer 1**  
 Bill Beck's  
 (Print Name)  
  
 (Signature)  
 6/16/16  
 (Date)

**Buyer 2**  
 Jill Beck's  
 (Print Name)  
  
 (Signature)  
 6/16/16  
 (Date)

**Buyer 3**  
 \_\_\_\_\_  
 (Print Name)  
 \_\_\_\_\_  
 (Signature)  
 \_\_\_\_\_  
 (Date)

**Buyer 4**  
 \_\_\_\_\_  
 (Print Name)  
 \_\_\_\_\_  
 (Signature)  
 \_\_\_\_\_  
 (Date)

**Seller 1**  
 x GREGORY C. TOMASZAK  
 (Print Name)  
  
 (Signature)  
 6/16/16  
 (Date)

**Seller 2**  
 \_\_\_\_\_  
 (Print Name)  
 \_\_\_\_\_  
 (Signature)  
 \_\_\_\_\_  
 (Date)

**Seller 3**

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**Buyer's Agent**

*8 2009*  
Christopher Kaylor  
(Print Name)

Realty TRUST services  
(Print Company)

*Christopher Kaylor 6/15/16*  
(Signature and Date)

**Seller 4**

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**Seller's Agent**

CHRISTOPHER Kaylor  
(Print Name)

Realty TRUST services  
(Print Company)

*Christopher Kaylor 6/15/16*  
(Signature and Date)

**Closing Agent/Attorney**

Karen R. DUSKIN  
(Print Name)

Cleveland Home Title Agency, Ltd  
(Print Company)

*Karen R. Duskini 6/15/16*  
(Signature and Date)

**Closing Agent/Attorney**

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Company)

\_\_\_\_\_  
(Signature and Date)

**Transaction Facilitator if Applicable**

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Company)

\_\_\_\_\_  
(Signature and Date)



### INFORMATION SHEET

16-1829

**OWNERS:**

Estate of Albert L Venosky

WORK Phone No.: \_\_\_\_\_

Spouse if any n/a

HOME Phone No.: 440-346-0064

CELL Phone No.: \_\_\_\_\_

EMAIL: \_\_\_\_\_

Marital Status: n/a Married \_\_\_\_\_ Single \_\_\_\_\_ Divorced \_\_\_\_\_

**Property Address:**

8085 Olmway Ave, Olmsted Falls, OH 44138

**EXISTING MORTGAGE INFORMATION: (1st mtg's/ Equity Lines/2nd Mtg's)**

1: Lender: JP Morgan Chase  
Customer Service Phone No.: \_\_\_\_\_

LOAN NO.: 1758 640761

2: Lender: \_\_\_\_\_  
Customer Service Phone No.: \_\_\_\_\_

LOAN NO.: \_\_\_\_\_

3: Lender: \_\_\_\_\_  
Customer Service Phone No.: \_\_\_\_\_

LOAN NO.: \_\_\_\_\_

**PAYOFF AGREEMENT AND AUTHORIZATION**

We the undersigned hereby authorize you to release any and all payoff figures to Cleveland Home Title Agency, LTD.. We further authorize you to close all equity lines upon receipt of said payoff from Cleveland Home Title Agency, LTD. We accept any fee you may charge for processing and supplying Cleveland Home Title Agency, LTD. with payoff figures.

Dated: \_\_\_\_\_

Owner Signature Executor

Social Sec No.: EIN 47-7306506  
Estate of Albert L. Venosky

Dated: 6-16-16

Owner Signature \_\_\_\_\_

Social Sec No.: \_\_\_\_\_

**ASSOCIATION/PROPERTY MAINTENANCE CONTACT INFORMATION**

Name of Contact for Association/Management Co: \_\_\_\_\_

Contact Phone No.: \_\_\_\_\_

Association Treasurers Name and Phone No.: \_\_\_\_\_



16-1829

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

Seller: Estate of Albert L Venosky

Re: Licensed Agent: Cleveland Home Title Agency, LTD.  
Premises: 8085 Olmway Ave, Olmsted Falls, OH 44138  
Commitment/File No.: 16-1829

**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.



16-1829

**Offer of Closing Protection Coverage**

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

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

**Acceptance of Offer/Declination of Offer**

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

do accept the said Offer

do not accept the said Offer

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

Estate of Albert L. Verosky

BY: *Gretchen Turmbaugh*

Gretchen Turmbaugh  
Fiduciary

Dated: *6/16/16*

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.



CLEVELAND HOME TITLE

RENTAL INFORMATION FORM

16-1829

No. 1 Rental Address NONE

Name of Tenant \_\_\_\_\_

Tenant's Phone \_\_\_\_\_

Monthly Rent \_\_\_\_\_ Rent Due Date \_\_\_\_\_

Rent Paid Through \_\_\_\_\_ Lease Term \_\_\_\_\_

Security Deposit \_\_\_\_\_

No. 2 Rental Address \_\_\_\_\_

Name of Tenant \_\_\_\_\_

Tenant's Phone \_\_\_\_\_

Monthly Rent \_\_\_\_\_ Rent Due Date \_\_\_\_\_

Rent Paid Through \_\_\_\_\_ Lease Term \_\_\_\_\_

Security Deposit \_\_\_\_\_

No. 3 Rental Address \_\_\_\_\_

Name of Tenant \_\_\_\_\_

Tenant's Phone \_\_\_\_\_

Monthly Rent \_\_\_\_\_ Rent Due Date \_\_\_\_\_

Rent Paid Through \_\_\_\_\_ Lease Term \_\_\_\_\_

Security Deposit \_\_\_\_\_

**UNLESS OTHERWISE STATED IN THE SALE AGREEMENT OR INSTRUCTIONS** all security deposits shall be transferred to buyer at closing and all rents shall be prorated as if they are paid current.





# Realty Trust Services

## AMENDMENT TO PURCHASE AGREEMENT AND REMOVAL OF CONCURRENCY / CONTINGENCIES

1 This is an Amendment to the Purchase AGREEMENT dated (Acceptance), 3/16/2016  
2 for the purchase and sale of the property known as (street address)  
3 8085 Olmway Ave. Olmsted Falls, Ohio 44138

4 between William and Jill Becks (BUYER)  
5 and Albert L Venosky estate (SELLER).

6 The following changes and/or additions are hereby mutually agreed upon by the BUYER(S)  
7 and the SELLER(S):

8 **FINANCING:** BUYER(S) loan commitment to be obtained on or about \_\_\_\_\_

9 **CLOSING:** Funds and Documents to be placed in escrow on or before Approx June 25th  
10 and title shall be transferred on or about 6/25/2016 or sooner.

11 **POSSESSION:** Sellers shall deliver possession to BUYER(S) on \_\_\_\_\_

12  AM  PM provided the title has transferred.

13 **HOUSE SALE CONCURRENCY:**  Removed subject to the financing conditions listed in the  
14 purchase AGREEMENT.

15 **HOUSE SALE CONTINGENCY:**  Removed subject to obtaining the necessary mortgage  
16 financing, as stated on the purchase AGREEMENT  
17 including the use of an equity line or bridge loan in an  
18 amount necessary to purchase the property.

### 19 INSPECTION CONTINGENCIES:

20 1. General Home Inspection  Removed  Removed subject to conditions listed below.

21 2. Septic System Inspection  Removed  Removed subject to conditions listed below.

22 3. Water Potability Inspection  Removed  Removed subject to conditions listed below.

23 4. Well Flow Rate  Removed  Removed subject to conditions listed below.

24 5. Radon  Removed  Removed subject to conditions listed below.

25 6. Other(s) \_\_\_\_\_  Removed  Removed subject to conditions listed below.

26 \_\_\_\_\_  Removed  Removed subject to conditions listed below.

27 \_\_\_\_\_  Removed  Removed subject to conditions listed below.

28 \_\_\_\_\_  Removed  Removed subject to conditions listed below.

29 7. Pest/Wood Destroying Insect  Removed  Removed subject to conditions listed below.

30 8. Lead Based Paint Inspection  Removed  Removed subject to conditions listed below.

31 **CONDITIONS:** \_\_\_\_\_

32 Contract extension to closing out to 6/25/ 2016 due bank approval

33 \_\_\_\_\_

34 \_\_\_\_\_

35 ALL OTHER TERMS AND CONDITIONS OF THE PURCHASE AGREEMENT TO REMAIN IN  
36 FULL FORCE AND EFFECT.

37 [Signature] 6-16-16 BUYER [Signature] 6-16-16  
38 BUYER: William and Jill Becks DATE BUYER DATE

39 [Signature] \_\_\_\_\_ SELLER \_\_\_\_\_  
40 SELLER: Albert L Venosky estate DATE SELLER DATE