

# A. Settlement Statement (HUD-1)

B. Type of Loan							
1. FHA 2. RHS 3. Conv. Unin:	s. 1	5. File Number:		7. Loan Number:		Madaga Inc.	O N
		16-0336		i. Loan Number.	0.	wortgage insur	ance Case Number:
C Note: This form in furnished to all a significant							
C. Note: This form is furnished to give you a stateme items marked "(p.o.c.)" were paid outside th	ent o. he cli	f actual settlement co osing: they are show	sts. Am	ounts paid to and by	the settlement	agent are showr	), , ,
		g, are are areas	171010 101	miornational purpo	Jaes and are no	included in the	(16-0336/38)
D. Name and Address of Buyer:	E. 1	Name and Address of	Seller:		F. Name and	Address of Lende	er:
Green Pointe Management, LLC, an Ohio Keystone Is			stone Investment Group, LLC, an Ohio			and that ladioss of Editati.	
limited liability company limited liability company 21380 Lorain Rd 5169 Waterbridge			ny				
21380 Lorain Rd 5169 Waterbridge D Fairview Park, OH 44126 North Royalton, OH							
		North Royalton, OH 4	4133				
G. Property Location:	Н. \$	Settlement Agent:	(440	)788-7100		I. Settlen	nent Date:
12719 Rexwood Avenue	١ .	Cleveland Home Title Agency, LTD.		LTD.			0, 2016
Garfield Heights, OH 44105 Cuyahoga County, Ohio		2035 Crocker Road, Suite 104 Westlake, OH 44			45	Julie 3	0, 2010
Cuyanoga County, Onto	Plac	e of Settlement:				Disbur	sement Date:
	2	2035 Crocker Road				June 30, 2016	
		Suite 104				June 3	U, 2016
	,	Nestlake, OH 44145					
J. Summary of Buyer's Transaction			И с.	immon, of College	T		
100. Gross Amount Due from Buyer				mmary of Seller's			
101. Contract sales price		00 750 00		ross Amount Due	to Seller	·	
102. Personal property		33,750.00		Contract sales price	····		
103. Settlement charges to buyer (line 1400)		525.75		Personal property			
104.		525.75	403.				
105. Rental Registration Proration 07/01/16-12	2/31/	50.00		Rental Registration F	Dravation.		
Adjustments for items paid by seller in advance	1017	30.00		tments for items p		advanaa	
106. City/Town taxes				ity/Town taxes	ala by Sener III	auvance	
107. County taxes				County taxes			
108. Assessments				ssessments	· · · · · · · · · · · · · · · · · · ·		
109.			409.				
110.			410.				
111.			411.			-	
112.			412.				
120. Gross amount due from Buyer		34,325.75	420. Gross amount due to Seller				
200. Amounts Paid by or in Behalf of Buyer			500. F	eductions in Amo	unt Due to Sell	er	
201. Deposit or earnest money				xcess deposit (see			
202. Principal amount of new loan(s)			502. 5	ettlement charges t	o seller (line 14)	00)	
203. Existing loan(s) taken subject to			503. E	xisting loan(s) taker	n subject to		
204. 205.				ayoff of first mortga			
206.				ayoff of second mor	rtgage loan		
207.	_		506. 507.				
208.			508.				
209.			509.				
Adjustments for items unpaid by seller				tments for items u	nnaid by callor		
210. City/Town taxes				ity/Town taxes	inpaid by seller		
211. County taxes 01/01/16 to 07/01/16		937.19		County taxes	to		
212, Assessments				ssessments			
213.			513.	- Control (Control (C			
214.			514.				
215. July Rent Credit to Buyer		825.00		uly Rent Credit to B	uver		
216. Security Deposit Credit		800.00		ecurity Deposit Cre			
217.				ay deliquent Water/			
218.			518.				
219.			519.				
220. Total paid by/for Buyer	7	2 562 10	520 T	otal radication ama	und due Celles		

The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

34,325.75

31,763.56

2,562.19)

600. Cash at Settlement from/to Seller

601. Gross amount due to Seller (Line 420)

602. Less reductions due Seller (Line 520)

603. CASH TO SELLER



300. Cash at Settlement from/to Buyer

303. CASH FROM BUYER

301. Gross amount due from Buyer (Line 120)

302. Less amount paid by/for Buyer (Line 220)

L. Settlement Charges				
			Paid From Buver's	Paid From Seller's
			Funds at	Funds at
700. Total Real Estate Broker Fees			Settlement	Settlement
Division of commission (line 700) as follows:			1	
701. to 702. to			1	
702. to 703. Commission paid at settlement				
703. Commission paid at settlement 704.				
705. Broker Service Fee				
800. Items Payable in Connection with Loan				
801. Our origination charge	/f CEE #4)			
802. Your credit or charge (points) for the specific interest rate chosen	(from GFE #1) (from GFE #2)			
803. Your adjusted origination charges	(from GFE #2)			
804. Appraisal fee	(from GFE #3)			
805. Credit report	(from GFE #3)			
806. Tax service	(from GFE #3)			······
807. Flood certification	(from GFE #3)			
808.	(110111 07 2)			
900. Items Required by Lender to be Paid in Advance			<u> </u>	·
901. Interest from to to @ ( days @ %)		(from GFE#10)	T	ww
902. Mortgage insurance premium for month to	(from GFE #3)	(HOIL OI EFTO)		
903. Homeowner's insurance for year to	(from GFE #11)			
904. for year to	(110111 2. 2,			
1000. Reserves Deposited with Lender			t_	····
1001. Initial deposit for your escrow account	(from GFE #9)			
1002. Homeowner's insurance Months @ \$ per Month	(Hom or E no,			
1003. Mortgage insurance Months @ \$ per Month			<del></del>	
1004. County taxes Months @ \$ per Month				
1005. Months @ \$ per Month				
1006. Months @ \$ per Month				
1007. Months @ \$ per Month				-
1008. Aggregate Adjustment				
1100. Title Charges		<u></u>	L	· · · · · · · · · · · · · · · · · · ·
1101. Title services and lender's title insurance	/5 OEE #A\	See additional 1101 items	400.00	
1102. Settlement or closing fee	(from GFE #4)	See additional 1101 months	400.00	
1103. Owner's title insurance to Cleveland Home Title Agency, LTD.	" OFF 4F)			
1103. Owner's title insurance to Cleveland Home Title Agency, LTD.	(from GFE #5)		97.75	
1105.				
1106. Owner's title policy limit				
1107. Agent's portion of the total title insurance premium to Cleveland Home Title Ag	gen \$166.17			
1108. Underwriter's portion of the total title insurance premium to North American Til				
1200. Government Recording and Transfer Charges	ue: ψενινο		L	
1201. Government recording and Transfer Charges  1201. Government recording charges to Cuyahoga County Fiscal Office	(from GFE #7)		28.00	
1202. Deed \$ 28.00; Mortgage \$ ; Releases \$	(HOIN OI L #1)		20.00	
1203. Transfer taxes	(from GFE #8)			
1204. City/County tax/stamps Deed \$ 135.70; Mortgage \$	(110111 01 2)			
1205. State tax/stamps Deed \$ ; Mortgage \$	***************************************			
1206.				
1300. Additional Settlement Charges		1	L	
1301. Required services that you can shop for	(from GFE #6)	<u> </u>		
1302.				
1303. Pay 2nd 1/2 2015 Taxes to Cuyahoga County Treasurer				
1304. Attorney Fee-Deed Prep to Norman Law, LLC.				
1305.				
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section	K)		525.75	
		L		

# **HUD-1**, Attachment

Buyer: Green Pointe Management, LLC, an

Ohio limited liability company

21380 Lorain Rd Fairview Park, OH 44126 Seller: Keystone Investment Group, LLC, an

Ohio limited liability company 5169 Waterbridge Dr North Royalton, OH 44133

Lender:

Settlement Agent: Cleveland Home Title Agency, LTD.

(440)788-7100

Place of Settlement: 2035 Crocker Road

Suite 104

Westlake, OH 44145

Settlement Date: June 30, 2016 Disbursement Date: June 30, 2016

Property Location: 12719 Rexwood Avenue

Garfield Heights, OH 44105 Cuyahoga County, Ohio

Payee/Description		Disclosure	Buyer
Cleveland Home Title Agency, LTD. Special Tax Search	(from GFE #4)	50.00	
Cleveland Home Title Agency, LTD. Title Update	(from GFE #4)	50.00	
Cleveland Home Title Agency, LTD. Title Insurance Binder	(from GFE #4)	75.00	
Cleveland Home Title Agency, LTD. Settlement Fee	(from GFE #4)	225.00	

# Adjustments For Items Paid By Seller In Advance (Buyer Debit)

### Proration

Date	Description	Amount	Disclosure	Prorated Amount
06/30/16		100.00		50.00
	Rental Registration	n Proration		
	07/01/16-12/31/16			
	Buyer pays 184 Da	ays of 366, Seller pays 182 D	ays of 366	
		Total Line 10	05/405	50.00

Green Pointe Management, LLC, an Ohio limited

liability company

Robert Gillespie, Managing Member

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

Cleveland Home Title Agency, LTD. Settlement Agent

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

# Cleveland Home Title Agency, LTD. BUYER CERTIFICATION

Keystone Investment Group, LLC, an Ohio limited liability company

Buyer:	Green Pointe Management, LLC, an Ohio limited liability company
Lender:	
Property:	12719 Rexwood Avenue, Garfield Heights, OH 44105 Tax Parcels: 546-35-059
The Buye Statemen	er has checked and reviewed and approved the figures appearing on the Disclosure/ Settlement t (Statement of Actual Costs).
belief it is	er has carefully reviewed the Disclosure/Settlement Statement and to the best of Buyer's knowledge and a true and accurate statement of all receipts and disbursements made on Seller's account or made by this transaction. The Buyer further certifies that the Buyer has received a copy of the Settlement it.
Green Po	inte Management, LLC, an Ohio-limited liability company
By Robert Signed or	t Gillespie, Managing Member
statement	st of my knowledge, the Disclosure/Settlement Statement, which I have prepared, is a true and accurate t regarding the funds that were received and have been or will be disbursed by the undersigned as part of ment of this transaction.
Cleveland	Home Title Agency, LTD.
Signed or	1

Seller:

# Cleveland Home Title Agency, LTD. 2035 Crocker Road, Suite 104

2035 Crocker Road, Suite 104 Westlake, OH 44145 Phone: (440)788-7100

# PURCHASE AGREEMENT CONTINGENCY RELEASE

File: 16-0336

Property: 12719 Rexwood Avenue, Garfield Heights, OH 44105

Tax Parcels: 546-35-059

The undersigned certify that all contingencies stated in the purchase agreement dated as of have been satisfied.

The undersigned hereby release Cleveland Home Title Agency, LTD. from any and all responsibility and/or liability pertaining to such contingencies.

reystone investment Group, LLC, an Ohio limited liability company
BY:
Joanne Moore
Signed on
Green Pointe Management, LLC, an Ohio limited liability company
By O
Robert Gillespie, Managing Member
Signed on

#### STANDARD CONDITIONS OF ACCEPTANCE OF ESCROW

Garfield Heights, Ohio, Cuyahoga, County, Order No. 16-0336 in the matter of the sale of premises known as 12719 Rexwood Avenue Garfield Heights, OH 44105. By Keystone Investment Group, LLC, an Ohio limited liability company hereinafter known as Seller, to Green Pointe Management, LLC, an Ohio limited liability company hereinafter known as Buyer, instructions for escrow have been deposited with Cleveland Home Title Agency, LTD. in the form of a purchase agreement and/or instructions dated and/or which Cleveland Home Title Agency, LTD. is appointed to act as Escrow Agent.

IN CONSIDERATION of the acceptance of the above escrow by Cleveland Home Title Agency, LTD. (herein after known as the company) all of the parties agree that said acceptance is predicated upon the following conditions and stipulations and that any modification of said escrow instructions shall also be subject to the following provisions:

- 1. In the event written notice of a default, non-performance or dispute is given to the escrow agent by any party, escrow agent will promptly notify all other parties in writing of such claim. Thereafter escrow agent is entitled to decline to disburse funds or deliver any instruments except on receipt of a mutual agreement of parties in writing or upon appropriate order of court. The Company is entitled to terminate the escrow at its option if one or more of the parties have failed to deposit additional fund or documents necessary to perform the conditions and requirements of the instructions within fifteen (15) days after written notice from the Company. After termination of all funds, documents and property shall be returned to the parties depositing them. All parties to the transaction jointly and severally promise to hold the escrow agent harmless for all damages or losses resulting from the termination of the escrow and agree to indemnify the escrow agent from any and all amounts including costs, expenses and attorney fees the escrow agent may be called upon to pay. The Company is also entitled to deduct all expenses and charges incurred in the escrow from the funds deposited. The parties agreed that said expenses may be apportioned to them in a manner which the escrow agent considers equitable and the escrow agents decision in that regard will be binding and conclusive upon them.
- 2. The Company shall be liable for only such funds and instruments as are actually deposited and received by it for the escrow transaction and shall have a lien on all funds and instruments deposited with it to secure payment of fees and costs incurred while performing the escrow function. Any and all funds, documents, or property deposited by other than seller and buyer shall be subject to the instructions of such depositing parties.
- 3. Funds deposited in escrow shall not bear interest. Any cash or checks required by the terms of the instructions and received by the Company may be deposited in the Company's escrow account in any depository which it may select. The company shall be permitted to invest the funds so deposited and the Company shall be entitled to keep all interest and profits derived from said investment for its own account. The Seller and/or Buyer do hereby expressly waive any claim or any interest or profits from the funds deposited in escrow. The Company shall not be liable for the payment of any funds in the event of the insolvency or suspension of payments by such depository. All disbursements shall be made by the issuance of checks on such account.
- 4. THE COMPANY SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE RESULTING FROM, AND ASSUMES NO RESPONSIBILITY FOR THE FOLLOWING:
  - a. Validity, collectibility, genuineness of signature, negotiability or marketability of any stocks, bonds, currency, passbooks, checks, documents or negotiable instruments deposited in escrow.
  - b. any mechanics' liens which may be filed against the property.
  - the existence, condition or identity of any building, fixtures, improvements or installations located or presumed to be located upon the premises.
  - d. the condition, title or delivery of any personal property and the existence, sufficiency or transfer of any insurance thereon.
  - e. the rights of any parties in possession whose interest do not appear of record.
  - f. any restrictions upon the use of the premises created by zoning ordinances, or any other exercises of the so-called "police power" by any governmental authority.
  - g. the identity of parties or the sufficiency of any agency; any agency created at the direction of a party to this escrow concerning anything required to be done for its completion by anyone other than the Company.
  - h. possession being given to the premises which are subject of the escrow.
  - the existence or location of legal highways or improvements on or adjacent to the premises for any conditions quantity of acreage which an accurate survey would disclose.
  - delay of this escrow due to fires, acts of God, act of governmental authorities, strikes, or any other cause beyond the control of the Company.
  - k. any examination, adjustment or payment or special taxes or assessments or re-spreads of assessments of any kind, or additions.

- hereafter made, including adjustments due to the action of the Board of Revision, unless specifically instructed: any good faith act of forbearance by the Escrow Agent.
- m. legal effect or desirability of any instrument exchanged by the parties or deposited by the parties.
- 5. Phrases such as "to date of transfer", "as of date of filing", and the like shall be construed to mean to and including date title documents are filed for record. For the purpose of pro-rations, the Seller shall be considered the owner through day of title transfer. Adjustments shall be made on a thirty (30) day month basis. The Company will not make adjustments for any charge for gas, electricity, heat, sewerage disposal and other utility charges, if any, unless the parties furnish in writing a mutually agreed upon exact amount for the adjustment prior to the filing of documents for record. If the final water bill has not been paid, the amount of (\$200.00) two hundred dollars may be held in escrow until proof of payment of the final water bill has been furnished to the Escrow Agent unless the parties agree to the contrary or agree to have a greater amount held in escrow. Information secured by the Company regarding taxes, assessments, insurance, rents, interest, and balance due on other encumbrances or mortgages, including pre-payment penalties, if any, may be relied upon making payments or adjustments and shall be conclusive against the parties. Tax and assessments to be prorated on a thirty (30) day month basis, using the amount shown on the last available County Treasurer's Tax duplicate that has been certified by the County Auditor as of the date of title transfer. The Company shall not be liable for the adjustment or payment of taxes and assessments which may have been increased or decreased due to the action by the Board of Revision. In the event current real estate taxes have been reduced as a result of seller's entitlement to a homestead exemption under Section 323.151 through 323.157 of the Revised Code, adjustment of taxes and assessments in this escrow shall be made on the basis of net amount of taxes shown on the last available tax duplicate unless the principal parties jointly instruct otherwise. The Company shall not be responsible for the adjustment of taxes on account of land being agricultural land pursuant to Section Nos. 5713.30 and 5713.31 of O.R. Code. In all events, adjustments of taxes and assessments shall be made on the basis of net amount shown on the last available tax duplicate.
- 6. If the title is being conveyed subject to a mortgage or where the holder of a mortgage requires the consent for the assumption, the parties agree to obtain the consent of the mortgagee and hold the escrow agent harmless if the consent is not obtained or for any breach of mortgage conditions by such assumption or by buyer taking title subject to a mortgage.
- 7. The Company is not required to commence any title examination until all funds and documents necessary to the completion of this transaction shall have been deposited in escrow. Unless specifically instructed, the Company shall not be obligated to order a special tax search, survey or location service.
- 8. Unless otherwise specified in the instructions, seller shall be chargeable with cost of the following items; examination of title and title evidence, transfer tax, one-half escrow fee, all taxes, and assessments due and payable to the County Treasurer at the time of filing the instruments for record in the within escrow, and costs of satisfying the record liens or encumbrances not specifically assumed by the buyer according to instructions. Unless otherwise specified in the instructions one-half escrow fee, cost of recording deed, and buyer's mortgage or mortgages, and any lien item of additional expense required by the buyer or his mortgagee not provided herein. The cost of any extraordinary services or expenses shall be borne by the party benefited thereby.
- 9. The Company is not responsible for pro-ration of insurance premiums or for the transfer of insurance policies unless specifically required by the instructions. Any information provided to the Company on loan questionnaire or an original or memorandum policies delivered into escrow prior to transfer of title may be relied upon any errors or omissions in such information shall be adjusted between the parties outside of escrow.
- 10. The Company shall not file the deed or disburse any funds until it receives a mechanics' lien affidavit from a seller or original contractor pursuant to Section 1311.011 (b) (4) of Ohio Revised Code and until a purchaser or a newly constructed home has acknowledged completion of the homes construction and has deposited in the escrow the acceptable letter.
- 11. In the event the subject premises are located within a municipality which has enacted ordinances requiring escrow agents to receive statements, make payments, secure receipts or other documents from the parties precedent to the closing or disbursement of a escrow transaction, the buyer and seller severally promise to comply with the provisions of such ordinances save the escrow agent harmless from any breach of duties under such ordinances.
- 12. The Company is authorized to change any annual fee of a \$100.00 minimum per escrow file and deduct the same from the deposits held in abandoned escrows.
- 13. These standard conditions of acceptance of escrow will apply only in case of absence of any specific escrow instructions to the contrary. In case of conflicts, the written escrow instructions or terms of the purchase agreement shall prevail.
- 14. PARTIES CLEARLY UNDERSTAND THAT THIS DOCUMENT REPRESENTS A BINDING ENFORCEABLE AGREEMENT AND THAT THEY HAVE CAREFULLY READ AND EXAMINED IT BEFORE SIGNING.

RIG

Seller:	Buyer:
Keystone Investment Group, LLC, an Ohio limited liability company  BY: Joanne Moore	Green Pointe Management, LLC, an Ohio limited liability company  By Robert Gillespie, Managing Member
Cleveland Home Title Agency, LTD.	

## Cleveland Home Title Agency, LTD.



### PRIVACY POLICY NOTICE

Dear Cleveland Home Title Agency, LTD. Customer:

The Financial Service Modernization Act recently enacted by Congress has brought many changes to the financial services industry, which includes insurance companies and their agents. One of the changes is that we are now required to explain to our customers the ways in which we collect and use customer information.

This statement is the privacy policy of the Cleveland Home Title Agency, LTD. family of companies. An affiliated company in the family also provides real estate services.

Our concern with the protection of your information has been a part of our business since our inception. We will continue to protect the privacy, accuracy, and security of customer information given to us.

No response to this notice is required, but if you have questions, please write to us:

Cleveland Home Title Agency, LTD. Privacy Department 2035 Crocker Road, Suite 104 Westlake, OH 44145

#### What kinds of information we collect.

Most of Cleveland Home Title Agency, LTD.'s business is title insurance, but there is another company in our family that provide other real estate services to consumers. We collect information about you, (for instance, your name, address, telephone number), and information about your transaction, including the identity of the real property that you are buying or financing. We obtain a copy of any deeds, notes, or mortgages that are involved in the transaction. We may get this information from you or from the lender, attorney, or real estate broker that you have chosen. Our title insurance company then obtains information from the public records about the property so that we can prepare a title insurance policy. When we provide closing, escrow or settlement services, mortgage lending, or mortgage loan servicing, we may get your social security number, and we may receive additional information from third parties including appraisals, credit reports, land surveys, escrow account balances, and sometimes bank account numbers to facilitate the transaction. If you are concerned about the information we have collected, please write us.

#### How we use this information.

The company giving or specifically adopting this notice does not share your information with marketers outside its own family. There's no need to tell us to keep your information to ourselves because we share your information only to provide the service requested by your or your lender, or in the other ways permitted by law. The privacy laws permit some sharing without your approval. We may share internally and with nonaffiliated third parties in order to carry out and service your transaction, to protect against fraud or unauthorized transaction, for institutional risk control, and to provide information to government and law enforcement agencies. Companies with a family may share certain information among themselves in order to identify and market their own products that they think may be useful to you. Credit information about you is shared only to facilitate your transaction or for some other purpose permitted by law.

#### How we protect your information.

We restrict access to nonpublic personal information about you to those employees who need the information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with law to guard your nonpublic personal information. We reinforce the company's privacy policy with our employees.

Privacy Policy Notice

16-0336

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# Cleveland Home Title Agency, LTD.

# PRIVACY POLICY NOTICE CONTINUED

# Agents that maybe covered by this policy.

Often, your transaction goes through a title insurance agent. Agents that are part of the Cleveland Home Title Agency, LTD. family are covered by this policy. Agents that are not part of the Cleveland Home Title Agency, LTD. family may specifically, in writing, adopt our policy statement.

Privacy Policy Notice

16-0336



1856 Gateway Boulevard, Suite 600, Concord, CA 94520 (800) 374-8475 or (800) 869-3434

## **ALTA 2006 COMMITMENT**

## **SCHEDULE A**

File	No.: 1	6-0336	APPROVED, ACKNOWLEDG AND ACCEPTED BY:	ED
1.	Comm	itment Date: May 10, 2016 at 05:59 AM		
2.	Policy	(or Policies) to be issued:		Policy Amount
	(a) ☑ □	ALTA Owner's Policy (6/17/06) ALTA Homeowner's Policy (02/03/10)		
		Proposed Policy Amount Proposed Insured: Green Pointe Management, LLC, a	an Ohio limited liability company	\$33,750.00
		Proposed Policy Amount Proposed Insured:		
	(b) 🗆	ALTA Loan Policy (6/17/06) ALTA Expanded Coverage Loan Policy (02/03/10)		
		Proposed Policy Amount Proposed Insured:		

- 3. The estate or interest in the land described or referred to in this Commitment is Fee Simple.
- 4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:

Keystone Investment Group, LLC, an Ohio limited liability company, last deed filed on 03/13/2008 and recorded as Instrument No. 200803130049 of the Cuyahoga County Records, State of Ohio.

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

SEE SCHEDULE C ATTACHED HERETO

Theodore A. Breznai Authorized Agent

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1856 Gateway Boulevard, Suite 600, Concord, CA 94520 (800) 374-8475 or (800) 869-3434

### **ALTA 2006 COMMITMENT**

### **SCHEDULE B**

File No.: 16-0336

The following requirements must be met:

- 1. Payment of the full consideration to, or for the account of, the grantors or mortgagor.
- Instruments in insurable form which must be executed, delivered, and duly filed for record, to wit:
   Warranty Deed from Keystone Investment Group, LLC, an Ohio limited liability company to Green Pointe Management, LLC, an Ohio limited liability company.
- 3. Owners/Sellers Affidavit covering matters of title in a form acceptable to the Company.
- 4. Land Title Survey covering matters of title in a form acceptable to the Company.
- 5. Affidavit of Facts to be signed stating Raymond Binney, was unmarried at time of transfer.
- Deed from Keystone Investment Group, LLC, an Ohio limited liability company to Green Pointe Management, LLC, an Ohio limited liability company.
- Further exceptions and/or requirements may be made upon review of the proposed documents and/or upon further ascertaining the details of the transaction.

RfC

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#### **ALTA 2006 COMMITMENT**

# SCHEDULE B - SECTION II EXCEPTIONS

File No.: 16-0336

- Any defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the
  public records or attaching subsequent to the effective date hereof but prior to the date the proposed
  insured acquires for value of record the estate or interest or mortgage / deed of trust thereon covered by
  this Commitment.
- 2. Any rights, interests or claims of parties in possession of the land not shown by the public records.
- 3. All easements, rights-of-way, streets, roads or railways affecting the land not shown in the public records.
- Any encroachments, overlaps, overhangs, violated restrictions, set-back line violations, boundary line
  disputes, variations in area, party walls, easements and any other matters which would be disclosed by an
  accurate survey or inspection of the land.
- Any lien or right to lien, for services, labor, or materials imposed by law and not shown by the public records.
- 6. Any claim that any part or all or of the land is or was underwater and riparian rights if any.
- Taxes and assessments for the year 2016, and all subsequent years (which are shown as existing liens by the public records) which are not yet due and payable.
- 8. Any lien or right to lien in favor of any village, city, county or other municipality for unpaid service charges for water, sewer or gas systems supplying the land.
- 9. Any mortgage or deed of trust or other encumbrance entered into or granted by the insured.
- No liability is assumed for tax increases occasioned by retroactive revaluation change in land usage, or loss of any homestead exemption status for insured premises.
- Coal, oil, natural gas, or other mineral interests and rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
- 12. Taxes and Assessments for subsequent years are undetermined, and a lien, not yet due or payable.

Delinquent utility charges, weed cutting, and waste removal charges may become a lien on the subject real estate. No liability is assumed by the company for ascertaining the status of these charges. The

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AMERICAN LAND TITLE ASSOCIATION

ALTA Commitment (6-17-06) Schedule B - Section II

16-0336

Reb

## **SCHEDULE B - SECTION II**

(Continued)

proposed insured is cautioned to obtain the current status of these payments.

Taxes or assessments approved, levied or enacted by the State, County, Municipality, Township or similar taxing authority, but not yet certified to the tax duplicate of the County in which the land is situated, including but not limited to any retroactive increases in taxes or assessments resulting from any retroactive increase in the valuation of the land by the State, County, Municipality, Township, or other taxing authority.

13. Tax ID Number: 546-35-059

FH Net: \$942.34

LH Net: \$942.34 - see below for payment status.

Taxes and Assessments for the FH 2015 in the amount of \$942.34 are PAID.

Taxes and Assessments for the LH 2015 in the amount of \$942.34 are NOT PAID.

Past due amounts, if any, do not include penalties or interest.

A special tax search has not been performed.

Taxes for future tax periods are a lien not yet due and payable and not yet certified.

Assessment, Homestead Exemption or CAUV included in the above amount as follows:

Refuse Collection Sewer Maint. \$72.72/half

2015-2015

Sewer Maint.

\$34.00/half \$6.00/half 2015-2015 2015-2015

Note: Taxes are in escrow.

- 14. Restrictions, filed on 11/01/1918 and recorded in Volume 2162, Page 63 of Cuyahoga County Records.
- Quit Claim Deed, filed on 03/13/2008 and recorded as Instrument No. 200803130049 of Cuyahoga County Records, is missing the marital status for the Grantor.

No

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1856 Gateway Boulevard, Suite 600, Concord, CA 94520 (800) 374-8475 or (800) 869-3434

## **ALTA 2006 COMMITMENT**

## SCHEDULE C LEGAL DESCRIPTION

File No.: 16-0336

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

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

And known as being Sub Lot No. 199 in the Cranwood Estates Company's Cranwood Park Allotment of part of Original 100 Acre Lot No. 477, as shown by the recorded plat in Volume 55 of Maps, Page 8 of Cuyahoga County Records and being 40 feet on the Northerly side of Rexwood Avenue and extending back of equal width 125 feet, as appears by said plat, be the same more or less, but subject to all legal highways.



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ALTA Commitment (6-17-06) Schedule C

16-0336