

440-226-8287



# Girard Free Library

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## Fax Cover Sheet

Date: 12.30.15 Number of Pages to follow: 2

To: CHRIS KAYLOM

From: GRETCHEN L. TOMBAUGH

Message: Chris  
Send your happy  
New Year!



**AUTHORIZATION TO PROVIDE AND RELEASE INFORMATION**

This Borrower Authorization form will allow Chase or its authorized representative to share information about your mortgage with third parties.

TO: Chase  
LOAN NUMBER: 1758640761 ("my Loan")  
DATE: 12-20-2015  
BORROWERS: ALBERT L. VENOSKY  
PROPERTY ADDRESS: 8085 Olmway Ave  
Olmsted Falls, OH 44138

I/We, Gretchen Turnbaugh ~~POA~~ (borrower(s) name(s)), EXECUTRIX FOR ESTATE OF ALBERT L. VENOSKY  
currently residing at 8085 Olmway Ave ~~TAF, OH 44138~~ in the County of \_\_\_\_\_  
Cuyahoga State of OHIO ~~OHIO~~, hereby authorize Chase to release, furnish, provide, exchange and request information related to my/our loan to:

**Authorized Third Party/Parties**

Name of Third Party #1: CHRISTOPHER KAYLO Name of Third Party #2: \_\_\_\_\_  
Address: \_\_\_\_\_ Address: \_\_\_\_\_

Phone Number: 330 840-1073 Phone Number: \_\_\_\_\_  
Email Address: CHRIS.KAYLO@GMAIL.COM Email Address: \_\_\_\_\_

And, I (We) hereby authorize Chase to release, furnish, provide, exchange and request information related to the account above to the Authorized Third Party identified above.

**Expiration of Authorization**

If applicable, please specify a period of time or the particular transaction for which the authorization is valid. **If no expiration date or operational transaction is provided, this authorization will remain valid until revoked in writing.**

**You may revoke this authorization at any time by providing written notice to Chase.**

I/We hereby indemnify and forever hold Chase harmless from any and all actions and causes of actions, suits, claims, attorney's fees, or demands against Chase, which I/we and/or my/our heirs may have resulting from Chase discussing, or declining to discuss, my/our account with the above-named requestor or person identifying himself/herself to be that requestor, or resulting from providing, or declining to provide, any documents or other information concerning the account to the requestor.

Signed by: Gretchen Turnbaugh Signed by: \_\_\_\_\_  
(Signature) EXECUTRIX FOR ESTATE OF ALBERT L. VENOSKY  
Gretchen TURNBAUGH (Printed Name)  
(Date) 12-20-2015 (Date)

If you have any questions about the form, please call us at 1-800-848-9136 or by TTY at 1-800-582-0542.

n

43 NOTE: In the event of a dispute between SELLER and BUYER over the return or forfeiture of earnest money held  
44 in escrow by a Broker, the Broker is required by state law to retain said funds in the Broker's trust or escrow  
45 account until a written release from the parties consenting to its disposition has been obtained or until  
46 disbursement is ordered by a court of competent jurisdiction.

47 **CLOSING** All funds and documents necessary for the completion of this transaction shall be placed in escrow  
48 with the lending institution or escrow company on or before AS Soon as Possible DEC 7, 2015 and title shall be  
49 transferred on or about Title Transfer

50 **POSSESSION** SELLER shall deliver possession to BUYER on 12-21-2015 (date) at Noon (time)  
51  AM  PM, provided the title has transferred. Subject to BUYER's rights, if any, the premises may be occupied  
52 by the SELLER free for 0 ( ) days. Additional NA days at a rate of  
53 \$ 0.00 per day. Payment and collection of fees for use and occupancy after transfer of title are the  
54 sole responsibility of SELLER and BUYER.

55 **TITLE** SELLER shall convey a marketable title to BUYER by general warranty deed and/or fiduciary deed, if  
56 required, with dower rights released, free and clear of all liens and encumbrances whatsoever, except a) any  
57 mortgage assumed by BUYER, b) such restrictions, conditions, easements (however created) and  
58 encroachments as do not materially adversely affect the use or value of the property, c) zoning ordinances, if any,  
59 and d) taxes and assessments, both general and special, not yet due and payable. SELLER shall furnish an  
60 Owner's Fee Policy of Title Insurance from Cleveland Home Title  
61 (title company - if BUYER has a preference) in the amount of the purchase price with cost of the insuring  
62 premium split equally between SELLER and BUYER. If the property is torrenized, SELLER shall furnish an  
63 Owner's Duplicate Certificate of Title, and a United States Court Search and Tax Search. SELLER shall have  
64 thirty (30) days after notice to remove title defects. If unable to do so, BUYER may either a) accept TITLE subject to  
65 each defect without any reduction in the purchase price or b) terminate this AGREEMENT, in which case neither  
66 BUYER, SELLER nor any REALTOR(S) shall have any further liability to each other, and both BUYER and  
67 SELLER agree to sign a mutual release, whereupon the Broker shall return the earnest money to BUYER.

68 **PRORATIONS** General taxes, annual maintenance fees, subdivision charges, special assessments, city and  
69 county charges and tenant's rents shall be prorated as of the date of the title transfer. Taxes and assessments  
70 shall be prorated based upon the latest available tax duplicate. However, if the tax duplicate is not yet available or  
71 the improved land is currently valued as land only, taxes and assessments shall be prorated based upon 35% of  
72 the selling price times the millage rate. The escrow agent is instructed to contact the local governmental taxing  
73 authority, verify the correct tax value of the property as of the date of title transfer and pay the current taxes due to  
74 the date of the title transfer. If the property being transferred is new construction and recently completed or in the  
75 process of completion at the time the AGREEMENT was signed by the parties, the escrow agent is instructed to  
76 make a good faith estimate of the taxes to be owed on the value of the improved property to the date of title  
77 transfer and reserve sufficient funds in escrow from SELLER's net proceeds to pay those taxes when they  
78 become due and payable after title transfer. The escrow agent is instructed to release the balance of the funds on  
79 reserve once they receive notice from the local county auditor that the taxes on the land and improvements have  
80 been paid in full to the date of title transfer. BUYER acknowledges that the latest available tax duplicate may not  
81 reflect the accurate amount of taxes and assessments that will be owed. SELLER agrees to reimburse BUYER  
82 directly outside of escrow for any increase in valuation and the cost of all passed or levied, but not yet certified,  
83 taxes and assessments, if any, prorated to the date of title transfer. SELLER is not aware of any proposed taxes  
84 or assessments, public or private, except the following:

85  
86 In the event the property shall be deemed subject to any agricultural tax recoupment (C.A.U.V.),  
87  BUYER  SELLER agrees to pay the amount of such recoupment.

88 **CHARGES/ESCROW INSTRUCTIONS** This AGREEMENT shall be used as escrow instructions subject to the  
89 Escrow Agent's usual conditions of acceptance. SELLER shall pay the following costs through escrow: a) real  
90 estate transfer tax, b) any amount required to discharge any mortgage, lien or incumbrance not assumed by  
91 BUYER, c) title exam and one-half the cost of insuring premium for Owners Fee Policy of Title Insurance, d)  
92 prorations due BUYER, e) Broker's commissions, f) one-half of the escrow and g)  
93 other None  
94 (unless VA/FHA regulations prohibit payment of escrow fees by BUYER in which case SELLER shall pay the  
95 entire escrow fee). SELLER shall pay directly all utility charges to the date of title transfer or date of possession.

Approved by CABOR, LoCAR, LCAR, GeCAR, Medina BOR and the Hamilton County Bar Association  
Revised May 1, 2000  
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11/20/15  
SELLER'S INITIALS AND DATE  
State of Robert J. ...  
11-16-15  
BUYER'S INITIALS AND DATE