



# A. Settlement Statement (HUD-1)

OMB Approval No. 2502-0265

<b>B. Type of Loan</b>		<b>6. File Number:</b> 16-0333		<b>7. Loan Number:</b>		<b>8. Mortgage Insurance Case Number:</b>	
1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> RHS	3. <input type="checkbox"/> Conv. Unins.					
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.						
<b>C. Note:</b> <i>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.</i>							
<b>D. Name and Address of Buyer:</b> Green Pointe Management, LLC, an Ohio limited liability company 21380 Lorain Rd Fairview Park, OH 44126		<b>E. Name and Address of Seller:</b> Keystone Investment Group, LLC, an Ohio limited liability company 5169 Waterbridge dr North Royalton, OH 44133		<b>F. Name and Address of Lender:</b>			
<b>G. Property Location:</b> 13000 Rexwood Avenue Garfield Heights, OH 44105 Cuyahoga County, Ohio		<b>H. Settlement Agent:</b> (440)788-7100 Cleveland Home Title Agency, LTD. 2035 Crocker Road, Suite 104 Westlake, OH 44145		<b>I. Settlement Date:</b> June 30, 2016		<b>Disbursement Date:</b> June 30, 2016	
<b>J. Summary of Buyer's Transaction</b>		<b>K. Summary of Seller's Transaction</b>					
<b>100. Gross Amount Due from Buyer</b>		<b>400. Gross Amount Due to Seller</b>					
101. Contract sales price	33,750.00	401. Contract sales price					
102. Personal property		402. Personal property					
103. Settlement charges to buyer (line 1400)	570.75	403.					
104.		404.					
105.		405.					
<b>Adjustments for items paid by seller in advance</b>		<b>Adjustments for items paid by seller in advance</b>					
106. City/Town taxes		406. City/Town taxes					
107. County taxes		407. County taxes					
108. Assessments		408. Assessments					
109.		409.					
110.		410.					
111.		411.					
112.		412.					
<b>120. Gross amount due from Buyer</b>	<b>34,320.75</b>	<b>420. Gross amount due to Seller</b>					
<b>200. Amounts Paid by or in Behalf of Buyer</b>		<b>500. Reductions in Amount Due to Seller</b>					
201. Deposit or earnest money		501. Excess deposit (see instructions)					
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)					
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to					
204.		504. Payoff of first mortgage loan					
205.		505. Payoff of second mortgage loan					
206.		506.					
207.		507.					
208.		508.					
209.		509.					
<b>Adjustments for items unpaid by seller</b>		<b>Adjustments for items unpaid by seller</b>					
210. City/Town taxes		510. City/Town taxes					
211. County taxes 01/01/16 to 07/01/16	923.52	511. County taxes to					
212. Assessments		512. Assessments					
213.		513.					
214.		514.					
215. July Rent Credit to Buyer	676.00	515. July Rent Credit to Buyer					
216. Security Deposit Credit	676.00	516. Security Deposit Credit					
217.		517.					
218.		518. Delinquent Water/Sewer					
219.		519.					
<b>220. Total paid by/for Buyer</b>	<b>2,275.52</b>	<b>520. Total reduction amount due Seller</b>					
<b>300. Cash at Settlement from/to Buyer</b>		<b>600. Cash at Settlement from/to Seller</b>					
301. Gross amount due from Buyer (Line 120)	34,320.75	601. Gross amount due to Seller (Line 420)					
302. Less amount paid by/for Buyer (Line 220)	( 2,275.52)	602. Less reductions due Seller (Line 520)					
<b>303. CASH FROM BUYER</b>	<b>32,045.23</b>	<b>603. CASH TO SELLER</b>					

The Public Reporting Burden for this collection of information is estimated to average 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.

**L. Settlement Charges**

		Paid From Buyer's Funds at Settlement	Paid From Seller's Funds at Settlement
<b>700. Total Real Estate Broker Fees</b>			
<i>Division of commission (line 700) as follows:</i>			
701.	to		
702.	to		
703. Commission paid at settlement			
704.			
705. Broker Service Fee			
<b>800. Items Payable in Connection with Loan</b>			
801. Our origination charge (from GFE #1)			
802. Your credit or charge (points) for the specific interest rate chosen (from GFE #2)			
803. Your adjusted origination charges (from GFE #A)			
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.			
<b>900. Items Required by Lender to be Paid in Advance</b>			
901. Interest from to @ ( days @ %) (from GFE#10)			
902. Mortgage insurance premium for month to (from GFE #3)			
903. Homeowner's insurance for year to (from GFE #11)			
904. for year to			
<b>1000. Reserves Deposited with Lender</b>			
1001. Initial deposit for your escrow account			
1002. Homeowner's insurance Months @ \$ per Month (from GFE #9)			
1003. Mortgage insurance Months @ \$ per Month			
1004. County taxes Months @ \$ per Month			
1005. Months @ \$ per Month			
1006. Months @ \$ per Month			
1007. Months @ \$ per Month			
1008. Aggregate Adjustment			
<b>1100. Title Charges</b>			
1101. Title services and lender's title insurance (from GFE #4) See additional 1101 items 445.00			
1102. Settlement or closing fee			
1103. Owner's title insurance to Cleveland Home Title Agency, LTD. (from GFE #5) 97.75			
1104.			
1105.			
1106. Owner's title policy limit			
1107. Agent's portion of the total title insurance premium to Cleveland Home Title Agen \$166.17			
1108. Underwriter's portion of the total title insurance premium to North American Title   \$29.33			
<b>1200. Government Recording and Transfer Charges</b>			
1201. Government recording charges to Cuyahoga County Fiscal Office (from GFE #7) 28.00			
1202. Deed \$ 28.00; Mortgage \$ ; Releases \$			
1203. Transfer taxes (from GFE #8)			
1204. City/County tax/stamps Deed \$ 135.70; Mortgage \$			
1205. State tax/stamps Deed \$ ; Mortgage \$			
1206.			
<b>1300. Additional Settlement Charges</b>			
1301. Required services that you can shop for (from GFE #6)			
1302.			
1303. 2015 2nd 1/2 Tax Balance to Cuyahoga County Treasurer			
1304. Attorney Fee-Deed Prep to Norman Law, LLC.			
1305.			
<b>1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)</b>		<b>570.75</b>	

# 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:** 13000 Rexwood Avenue  
Garfield Heights, OH 44105  
Cuyahoga County, Ohio

**Title Services and Lender's Title Insurance**

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
Cleveland Home Title Agency, LTD. Signing Fee	(from GFE #4)	45.00

**Total Title Services and Lender's Title Insurance** 445.00

Green Pointe Management, LLC, an Ohio limited liability company

By 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**

Seller: Keystone Investment Group, LLC, an Ohio limited liability company

Buyer: Green Pointe Management, LLC, an Ohio limited liability company

Lender:

Property: 13000 Rexwood Avenue, Garfield Heights, OH 44105  
Tax Parcels: 546-35-074

The Buyer has checked and reviewed and approved the figures appearing on the Disclosure/ Settlement Statement (Statement of Actual Costs).

The Buyer has carefully reviewed the Disclosure/Settlement Statement and to the best of Buyer's knowledge and belief it is a true and accurate statement of all receipts and disbursements made on Seller's account or made by Seller in this transaction. The Buyer further certifies that the Buyer has received a copy of the Settlement Statement.

Green Pointe Management, LLC, an Ohio limited liability company

By Robert Gillespie, Managing Member

Signed on \_\_\_\_\_

To the best of my knowledge, the Disclosure/Settlement Statement, which I have prepared, is a true and accurate statement regarding the funds that 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.

Signed on \_\_\_\_\_

## SURVEY WAIVER

File No.: 16-0333  
Property: 13000 Rexwood Avenue, Garfield Heights, OH 44105

The undersigned acknowledge that they understand **that they may be entitled to obtain some type of land title survey** for this transaction. The undersigned acknowledge that they **understand the benefits of a land title survey**, which include identification of encroachments, violation of set back requirements, possible unrecorded easements right, possible unrecorded utility rights, and possible boundary line issues. The undersigned understand and acknowledge that **the Owner's Title Insurance Policy to be issued in this transaction will not provide any insurance or assurance regarding any, encroachments, violations, boundary line issues, unrecorded easements or rights of way, unrecorded utility rights or any other matter that would be disclosed by an accurate land title survey.**

The undersigned **hereby instruct** Cleveland Home Title Agency, LTD. **not to obtain a land title survey** for this transaction. The undersigned agree that they **will not look to Cleveland Home Title Agency, LTD., or its underwriter**, for any **damages, liability, or recourse** in the event that any matters that would have been disclosed by an accurate land title survey are subsequently found or discovered.

Green Pointe Management, LLC, an Ohio limited liability company \_\_\_\_\_  
Dated \_\_\_\_\_

By \_\_\_\_\_  
Robert Gillespie, Managing Member

Survey Waiver

16-0333

**Cleveland Home Title Agency, LTD.**

2035 Crocker Road, Suite 104

Westlake, OH 44145

Phone: (440)788-7100

**PURCHASE AGREEMENT CONTINGENCY RELEASE**

File: 16-0333

Property: 13000 Rexwood Avenue, Garfield Heights, OH 44105  
Tax Parcels: 546-35-074

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.

Keystone Investment Group, LLC, an Ohio limited liability company

BY: \_\_\_\_\_  
Joanne Moore

Signed on \_\_\_\_\_

Green Pointe Management, LLC, an Ohio limited liability company

By \_\_\_\_\_  
Robert Gillespie, Managing Member

Signed on \_\_\_\_\_

## STANDARD CONDITIONS OF ACCEPTANCE OF ESCROW

Garfield Heights, Ohio, Cuyahoga, County, Order No. 16-0333 in the matter of the sale of premises known as 13000 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.
  - c. 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.
  - i. 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.
  - j. 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.

- i. 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.**



Seller:

Keystone Investment Group, LLC, an Ohio limited liability company

BY: \_\_\_\_\_  
Joanne Moore

\_\_\_\_\_  
Cleveland Home Title Agency, LTD.

Buyer:

Green Pointe Management, LLC, an Ohio limited liability company

By \_\_\_\_\_  
Robert Gillespie, Managing Member

**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 you 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.

**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.

# NORTH AMERICAN TITLE INSURANCE COMPANY

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

## ALTA 2006 COMMITMENT

### SCHEDULE A

File No.: 16-0333

APPROVED, ACKNOWLEDGED  
AND ACCEPTED BY:

1. Commitment Date: May 10, 2016 at 07:59 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, an Ohio limited liability company

Proposed Policy Amount

Proposed Insured:

\$33,750.00

(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 04/16/2008 and recorded as Instrument No. 200804160395 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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ALTA Commitment (6-17-06)  
Schedule A

16-0333

# NORTH AMERICAN TITLE INSURANCE COMPANY

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

## ALTA 2006 COMMITMENT

### SCHEDULE B

File No.: 16-0333

The following requirements must be met:

1. Payment of the full consideration to, or for the account of, the grantors or mortgagor.
2. 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. Deed from Keystone Investment Group, LLC, an Ohio limited liability company to Green Pointe Management, LLC, an Ohio limited liability company.
6. Further exceptions and/or requirements may be made upon review of the proposed documents and/or upon further ascertaining the details of the transaction.

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ALTA Commitment (6-17-06)  
Schedule B

16-0333

# NORTH AMERICAN TITLE INSURANCE COMPANY

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

## ALTA 2006 COMMITMENT

### SCHEDULE B - SECTION II EXCEPTIONS

File No.: 16-0333

1. 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.
4. 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.
5. 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 of the land is or was underwater and riparian rights if any.
7. 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.
10. 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.
11. 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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ALTA Commitment (6-17-06)  
Schedule B - Section II

16-0333

**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: 546-35-074

FH Net: \$928.59      LH Net: \$928.59 - see below for payment status.

Taxes and Assessments for the FH 2015 in the amount of \$928.59 are PAID.

Taxes and Assessments for the LH 2015 in the amount of \$928.59 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	\$72.72/half	2015-2015
Sewer Maint.	\$42.50/half	2015-2015
Sewer Maint.	\$7.50/half	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.

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# NORTH AMERICAN TITLE INSURANCE COMPANY

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

## ALTA 2006 COMMITMENT

### SCHEDULE C LEGAL DESCRIPTION

File No.: 16-0333

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. 276 in the Cranwood Estates Company's Cranwood Park Subdivision of part of Original Newburgh Township Lot No. 477, as shown by the recorded Plat in Volume 55 of Maps, Page 8 of Cuyahoga County Records, and being 50 feet front on the Southerly 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

16-0333