



CITY OF CLEVELAND
CERTIFICATE OF DISCLOSURE APPLICATION FOR
TRANSFERRING RESIDENTIAL PROPERTY (1-4 UNITS)
Escrow/Transferring Agent must ensure that this form is completed in its entirety prior to transfer. Indicate "NA" for all questions that do not apply.

File No: COD16-03236
 Fee: \$0.00

PART A: TO BE COMPLETED BY ESCROW/TRANSFERRING AGENT

Property Address: <u>12621 Hirst AVE</u> Permanent Parcel Number: <u>019-13-062</u> Sub Lot No: Seller's Name(s): <u>Ed Bobo</u> Address: Telephone Number: Transfer Date of Property to Seller: <i>If seller is a corporation, please indicate on a separate sheet of paper the names, addresses and telephone numbers for the statutory agent and officers.</i>	Name, Business Address, Telephone Number, State License Number for all Real Estate Agents and/or Brokers involved in this transaction. (Attach a separate sheet of paper if necessary.)
Purchaser's Name(s): <u>SCOTT DILLEY</u> Address: <u>12621 Hirst Avenue</u> Telephone Number: <i>If seller is a corporation, please indicate on a separate sheet of paper the names, addresses and telephone numbers for the statutory agent and officers.</i>	Name, Business Address, Telephone Number of the first and, if applicable, subsequent mortgagee. (Attach a separate sheet of paper if necessary.)
Appraiser's Name: <u>TBD TBD</u> Business Name: Business Address: <u>TBD</u> Telephone Number: License Number: State Certification Number:	Name, Address, Telephone Number of any/all assignees. (Attach a separate sheet of paper if necessary.)
Loan Originator's Name: Business Name: Business Address: Telephone Number:	
Title Company's Name: <u>OHIO REAL TITLE</u> Business Address: <u>1370 Ontario St., Ste 600</u> Telephone Number:	Was Purchase Agreement Signed? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
I, hereby, attest the above information is true to the best of my actual knowledge this <u>19</u> day of <u>July</u> , 2016. Escrow/Transferring Agent <u>[Signature]</u>	

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

PART B: TO BE COMPLETED BY OWNER

The Owner(s) represents that the statements contained in this form are made in good faith based on his/her actual knowledge as of the date signed by the Owner(s).

Owner _____	Date _____	Owner _____	Date _____
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After completion of Part B, please mail entire Certificate of Disclosure Application and \$60.00 processing fee to: City of Cleveland, Dept. of Building & Housing, Records Administration - Room 517, 601 Lakeside Avenue, Cleveland Ohio 44114; Telephone: (216) 864-2826

PART C: CONDITION OF PROPERTY - TO BE COMPLETED BY CITY OF CLEVELAND PERSONNEL

1. Property Address: <u>12621 Hirst AVE</u>	8. Is property in an Historic District?*	Yes <input type="checkbox"/> No <input type="checkbox"/>
2. Permanent Parcel Number: <u>019-13-062</u>	9. Is property condemned?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
3. Sub Lot No:	If yes, when?	
4. Legal authorized use of property? <u>SINGLE FAMILY</u>	10. Has property ever been condemned?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
5. How many structures on lot? <u>1</u>	If yes, when?	
6. Is property new construction? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	11. Are there any current (within last 2 years) reported violations on property? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
If yes, year built.	If yes, attach Violation Notice(s).	
7. Has Certificate of Occupancy been issued? Yes <input type="checkbox"/> No <input type="checkbox"/>		
If yes, when?		

I, hereby, attest the above information is true this 07 day of July, 2016.
[Signature]
 Ronald J.H. O'Leary, Director

* If property is in an Historic District, contact the City of Cleveland's Landmarks Commission at 664-2532 to obtain guidelines on maintaining this property.

The above section must be stamped and sealed by the Chief building Official of Building and Housing only upon completion of Parts A & B and prior to transferring and filing with the County of Cuyahoga.

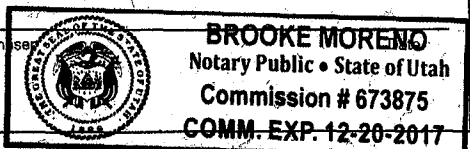
PART D: TO BE COMPLETED BY PURCHASER *Certificate of Disclosure Application is not valid if not notarized.*

RECEIPT & ACKNOWLEDGEMENT OF POTENTIAL PURCHASER(S)

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS CERTIFICATE OF DISCLOSURE FORM AND ANY VIOLATIONS AND CONDEMNATION HISTORY ASSOCIATED WITH THIS PROPERTY. I/WE UNDERSTAND THE STATEMENTS ARE MADE BASED ON THE OWNER(S) AND ESCROW/TRANSFERRING AGENT'S ACTUAL KNOWLEDGE AS OF THE DATE SIGNED BY THE OWNER AND ESCROW/TRANSFERRING AGENT.

My/Our signature below does not constitute approval of any disclosed condition as represented herein by the owner.
[Signature] 7/15/16
 Purchaser Date

[Signature]
 Notary Public



A. Settlement Statement

B. Type of Loan					
1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> Conv Unins	6. File Number	7. Loan Number	8. Mortgage Ins Case Number
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv Ins.	6. <input type="checkbox"/> Seller Finance	59617		

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

D. Name & Address of Borrower Platinum Marketing and Sales, LLC 11175 Belmont Hill Place South Jordan, UT 84095	E. Name & Address of Seller Deidre Bobo 12621 Hirst Avenue Cleveland, OH 44135	F. Name & Address of Lender Cash Transaction
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G. Property Location Parcel Number: 019-13-062 12621 Hirst Avenue Cleveland, OH 44135	H. Settlement Agent Name Ohio Real Title Agency, LLC 1213 Prospect Avenue, Suite 200 Cleveland, OH 44115 Tax ID: 02-0760823	I. Settlement Date 7/18/2016 Fund: 7/18/2016
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J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due from Borrower		400. Gross Amount Due to Seller	
101. Contract Sales Price	\$25,000.00	401. Contract Sales Price	
102. Personal Property		402. Personal Property	
103. Settlement Charges to borrower	\$654.00	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. County Property Taxes		406. County Property Taxes	
107. H.O.A. Dues		407. H.O.A. Dues	
108. Rents		408. Rents	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
113.		413.	
114.		414.	
115.		415.	
116.		416.	
120. Gross Amount Due From Borrower	\$25,654.00	420. Gross Amount Due to Seller	
200. Amounts Paid By Or in Behalf Of Borrower		500. Reductions in Amount Due to Seller	
201. Deposit or earnest money		501. Excess Deposit	
202. Principal amount of new loan(s)		502. Settlement Charges to Seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing Loan(s) Taken Subject to	
204. Loan Amount from 2nd Mortgage		504. Payoff of First Mortgage Loan	
205.		505. Payoff of Second Mortgage Loan	
206.		506. Pay L/H 2015 Taxes + Delq	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. County Property Taxes 01/01/16 07/18/16	\$277.03	510. County Property Taxes 01/01/16 07/18/16	
211. H.O.A. Dues		511. H.O.A. Dues	
212. Rents		512. Rents	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Borrower	\$277.03	520. Total Reduction Amount Due Seller	
300. Cash At Settlement From/To Borrower		600. Cash At Settlement To/From Seller	
301. Gross Amount due from borrower (line 120)	\$25,654.00	601. Gross Amount due to seller (line 420)	
302. Less amounts paid by/for borrower (line 220)	\$277.03	602. Less reductions in amt. due seller (line 520)	
303. Cash From Borrower	\$25,376.97	603. Cash To Seller	

Section 5 of the Real Estate Settlement Procedures Act (RESPA) requires the following: • HUD must develop a Special Information Booklet to help persons borrowing money to finance the purchase of residential real estate to better understand the nature and costs of real estate settlement services; • Each lender must provide the booklet to all applicants from whom it receives or for whom it prepares a written application to borrow money to finance the purchase of residential real estate; • Lenders must prepare and distribute with the Booklet a Good Faith Estimate of the settlement costs that the borrower is likely to incur in connection with the settlement. These disclosures are mandatory.

Section 4(a) of RESPA mandates that HUD develop and prescribe this standard form to be used at the time of loan settlement to provide full disclosure of all charges imposed upon the borrower and seller. These are third party disclosures that are designed to provide the borrower with pertinent information during the settlement process in order to be a better shopper. The Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. 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. The information requested does not lend itself to confidentiality.

L. Settlement Charges					
700. Total Sales/Broker's Commission based on price			@ % =		
Division of Commission (line 700) as follows:					
		to		Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
701.					
702.					
703.					
704.	Additional Commission		to		
800. Items Payable in Connection with Loan					
801.	Loan Origination Fee	%	to		
802.	Loan Discount	%	to		
803.	Appraisal Fee		to		
804.	Credit Report		to		
805.	Lender's Inspection Fee		to		
806.	Mortgage Insurance Application		to		
807.	Assumption Fee		to		
808.	Tax Service Fee		to		
809.	Flood Search		to		
900. Items Required by Lender To Be Paid in Advance					
901.	Interest from	7/18/2016	to 8/1/2016 @ \$0/day		
902.	Mortgage Insurance Premium for	months	to		
903.	Hazard Insurance Premium for	years	to		
1000. Reserves Deposited With Lender					
1001.	Hazard insurance	months @	per month		
1002.	Mortgage insurance	months @	per month		
1003.	County Property Taxes	months @	per month		
1004.	H.O.A. Dues	months @	per month		
1005.	Rents	months @	per month		
1006.		months @	per month		
1007.		months @	per month		
1008.		months @	per month		
1011.	Aggregate Adjustment				
1100. Title Charges					
1101.	Settlement or closing fee		to Ohio Real Title Agency, LLC	\$395.00	
1102.	Abstract or title search		to		
1103.	Title examination		to Venture Land Title Agency, LLC		
1104.	Title insurance binder		to Venture Land Title Agency, LLC	\$100.00	
1105.	Document preparation		to		
1106.	Notary fees		to		
1107.	Attorney's fees		to		
(includes above items numbers:)					
1108.	Title insurance		to Venture Land Title Agency, LLC	\$87.50	
(includes above items numbers:)					
1109.	Lender's coverage	\$0.00/\$0.00			
1110.	Owner's coverage	\$25,000.00/\$175.00			
1111.	8.1/EPA Endorsement		to Ohio Real Title Agency, LLC		
1112.	Survey Endorsement		to Ohio Real Title Agency, LLC		
1113.	Additional Endorsements		to Ohio Real Title Agency, LLC		
1114.	Overnight/Courier and Handling fee		to Ohio Real Title Agency, LLC		
1115.	Transfer service fee		to Ohio Real Title Agency, LLC	\$35.00	
1116.	Electronic delivery		to Ohio Real Title Agency, LLC		
1200. Government Recording and Transfer Charges					
1201.	Recording Fees	Deed \$36.00 ; Mortgage ; Rel	to Cuyahoga County Fiscal Office	\$36.00	
1202.	City/county tax/stamps	Deed \$100.00 ; Mortgage	to Cuyahoga County Fiscal Office		
1203.	State tax/stamps	Deed \$0.50 ; Mortgage	to Cuyahoga County Fiscal Office	\$0.50	
1204.	Tax certificates		to		
1205.	Deed Stamp Tax (\$.50 per parcel)		to		
1300. Additional Settlement Charges					
1301.	Survey		to McSteen & Associates		
1302.	Pest Inspection		to		
1303.	Deed Preparation		to McFadden & Freeburg Co., LPA		
1304.	Hold For Final Water and Sewer Bills		to Ohio Real Title Trust Account		
1305.	City of Cleveland Disclosure		to Ohio Real Title Agency, LLC		
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)				\$654.00	

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

By Scott Dilley, Member

Deidre Bobo

SETTLEMENT AGENT CERTIFICATION

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused the funds to be disbursed in accordance with this statement.

Settlement Agent

Date

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

CUYAHOGA COUNTY FISCAL OFFICE

DTE FORM 100
Revised 5/2011

REAL PROPERTY CONVEYANCE FEE STATEMENT OF VALUE AND RECEIPT

If exempt by O.R.C. 319.54 (F) (3), Use DTE Form 100 (Ex)

PERMANENT PARCEL NO.

019-13-062		
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FOR COUNTY FISCAL OFFICER USE ONLY

Type Instrument	Tax List Year	County Number	18	Tax Dist. Number	Date
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Property Located in Cleveland Taxing District

Name on Tax Duplicate Deidre bobo Tax Duplicate Year 2015

PERMANENT PARCEL NO.

Description 019-13-062 Platted Unplatted
 SUBLOT NO: _____

AUDITOR'S COMMENTS: Split New Plat New Improvements Partial Value
 C.A.U.V. Building Removed Other _____

Number
No. of Parcels
DTE Code No.
Neigh. Code
No. of Acres
Land Value
Bldg. Value
Total Value
DTE Use Only
DTE Use Only
DTE Use Only
Consideration
DTE Use Only Valid Sale
1. YES <input type="checkbox"/> 2. NO <input type="checkbox"/>

GRANTEE OR REPRESENTATIVE MUST COMPLETE ALL QUESTIONS IN THIS SECTION
TYPE OR PRINT ALL INFORMATION SEE INSTRUCTIONS ON REVERSE

- Grantor's Name Deidre Bobo Phone: 216-952-7070
- Grantee's Name Platinum Marketing and Sales LLC Phone: 801-706-7384
- Grantee's Address 11175 Belmont Hill Place, South Jordan, UT 84095
- Address of Property 12621 Hirst Ave. Cleveland, Ohio 44135
- Tax Billing Address 1175 Belmont Hills Pl South Jordan UT 84095
- Are there buildings on the land? YES NO If yes, check type:
 1, 2, or 3 Family Dwlg. Condominium (Unit No. _____ Condo Name _____) Apartment: No. of Units _____
 Manufactured (mobile) home Farm buildings Other _____
 If land is vacant, what is intended use? _____
- Conditions of Sale (Check all that apply): Grantor is Relative Part Interest Transfer Land Contract
 Trade Life Estate Leased Fee Leasehold Mineral Rights Reserved Gift
 Grantor is Mortgagee Other: _____
- a) New Mortgage Amount (If any) \$ _____
 b) Balance Assumed (If any) \$ _____
 c) Cash (If any) \$ _____
 d) Total Consideration (Add Lines 7a, 7b and 7c) \$ 25,000.00
 e) Portion, if any, of total consideration paid for items other than real property \$ _____
 f) Consideration for real property on which fee is to be paid (7d minus 7e) \$ 25,000.00
 g) Name of Mortgagee _____
 h) Type of Mortgage Conv. R.H.A. V.A. Other: Cash
- If gift, in whole or part, estimated market value of the real property \$ _____
- Has the grantor indicated that this property is entitled to receive the senior citizen, disabled person, or surviving spouse homestead exemption for the preceding or current tax year? YES NO. If yes, complete DTE Form 101.
- Has the grantor indicated that this property qualified for current agricultural use valuation for the preceding or current tax year? YES NO. If yes, complete DTE Form 102.
- Application For 2 1/2% Reduction (NOTICE: failure to complete this application prohibits the owner from receiving this reduction until another proper and timely application is filed): Will this property be grantee's principal residence by January 1 of next year? YES NO.
 If yes, is the property a multi-unit dwelling? YES NO.
- Is this property leased or otherwise rented to tenants solely for residential purposes? YES NO. If yes, new owner must complete and submit a Rental Registration Form to the County Auditor within 60 days (including weekends and holidays) of the date of this transfer to avoid a penalty on their tax bill.

I DECLARE UNDER PENALTIES OF PERJURY THAT THIS STATEMENT HAS BEEN EXAMINED BY ME AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IT IS A TRUE, CORRECT AND COMPLETE STATEMENT.

Deidre Bobo PRINTED NAME OF GRANTEE or REPRESENTATIVE
[Signature] SIGNATURE OF GRANTEE or REPRESENTATIVE
 _____ DATE

Receipt Number

RECEIPT FOR PAYMENT OF CONVEYANCE FEE

The conveyance fee required by section 319.54 (F) (3) R.C., and, if applicable, the fee required by Chapter 322 R.C., in the total amount of \$ _____ has been paid by _____ and received by the Cuyahoga County Auditor

COUNTY AUDITOR

APPOINTMENT OF ESCROW AGENT

OHIO REAL TITLE AGENCY, LLC, "ORT," whose address is 1213 Prospect Avenue, Suite 200, Cleveland, Ohio 44115, is hereby appointed "Escrow Agent" to carry out the escrow instructions contained in a purchase agreement, sales agreement and, or other escrow instructions, the "Instructions", delivered or to be delivered to ORT, subject to the following Conditions of Acceptance of Escrow, the "Conditions" the parties signing below, the "Parties," specifically agree:

CONDITIONS OF ACCEPTANCE OF ESCROW

ORT accepts the appointment of escrow agent, order number: 59617, subject to the Conditions for the "Premises" described:

The "Premises", commonly known as 12621 Hirst Avenue, Cleveland, OH 44135

By Deidre Bobo hereinafter known as "Seller";

To: Platinum Marketing and Sales, LLC hereinafter known as "Buyer".

ORT agrees to act as Escrow Agent in closing the transaction described above, the "Transaction." ORT is not the general agent of any Party or of the Parties. Rather, ORT agrees, at the cost of the Parties, to prepare documents (such as the HUD-1) or, to hire attorneys to prepare legal documents (such as the deed), to obtain the execution of documents, to record documents, to disburse funds, and otherwise to close the Transaction, in accord with the Instructions subject to these Conditions. ORT has no duty or obligation except in contract as specifically set forth in the Instructions subject to these Conditions. ORT is not an attorney and does not provide legal services. As to ORT, the protections of the client-lawyer relationship do not exist. ORT has no duty to disclose any matter, not specifically required to be disclosed by the clear language of the Instructions, subject to these Conditions.

1. Time and Deposits. The Parties shall timely deposit with ORT the documents and funds as specified in the Instructions. Any and all liability of ORT for damages shall be limited in amount and in character to the funds and documents received by ORT. ORT shall have a lien on all funds and documents deposited with ORT for the purpose of securing any fees, costs, or other charges incurred by or due to ORT. ORT shall deposit any non-directed funds in an Interest on Trust Account, "IOTA," in an ORT selected depository. ORT shall not be liable for any delay, non-payment or non-filing of any funds or documents in the event ORT shall be prevented from making the payment or filing by operation of law or by other reason beyond ORT's control. ORT shall not be liable to any Party for ORT's failure or refusal to comply with the Parties' conflicting or adverse claims or demands. Provided the terms of the escrow can be complied with, unless restrained by an order of a court, ORT will not withhold completion of the escrow.

2. Escrow Termination or Declination. ORT is not required to commence any settlement or title function or incur any other cost until all funds and documents required in escrow have been deposited. If any Party shall fail to deposit in escrow any funds or documents within (a) the time required by the Instructions, (b) 15 days after written notice of default, nonperformance or dispute from any Party, or (c) 15 days after demand by ORT, ORT may terminate the escrow or decline to act further except, pursuant to court order or written agreement of the Parties, acceptable to ORT. Upon termination, ORT may retain all funds, documents and property deposited in escrow, until ORT's fees and costs are paid or secured to its satisfaction or, at ORT's option, may deduct such fees and costs from any such funds deposited in escrow. Thereafter, the balance of such funds, documents and property shall be returned to the depositing parties. The Parties, jointly and severally, hereby agree to save ORT harmless from any loss or damage resulting from or related to such termination or declination and hereby indemnify ORT for any loss, cost or damage including, without limitation, attorney fees and costs of litigation which ORT may incur relating to or arising from any termination or declination.

Note: "Escrow Holds;" Additional, Quarterly Escrow Charge.

The Purchase Agreement may require ORT to withhold monies from proceeds due Seller until a condition is met or until proof of an obligation is provided. For example, "for the SELLER'S final water and sewer bills" and/or "for repairs." Written, additional instructions, if any, if acceptable to ORT, for the disposition of withheld, escrow funds should be agreed to, signed by all Parties and placed in escrow. ORT is not liable: to satisfy any condition; to obtain any final water or sewer bills; to make any repair; to obtain any proof of repair or proof of payment; or, if the amount due exceeds the amount withheld. ORT, every ninety days after closing, shall charge and deduct from any such withheld funds, the sum of \$25.00, as a quarterly service fee for maintaining the post-closing, withheld escrow funds. All Parties agree to, authorize, and instruct ORT to make such charge and deduction. THE PARTIES AGREE THAT EXCEPT AS MAY BE SPECIFICALLY AGREED TO BY ORT IN WRITING, IT IS THE BUYER'S OR THE SELLER'S DUTY TO SATISFY ALL DISBURSEMENT CONDITIONS. THE PARTIES AGREE THAT ORT HAS NO DUTY TO NOTIFY EITHER OF THEM THAT THE CONDITIONS FOR DISBURSEMENT HAVE NOT BEEN SATISFIED OR THAT THE QUARTERLY FEE HAS BEEN CHARGED. THE PARTIES WAIVE, RELEASE, AND FOREVER DISCHARGE ORT FROM ANY AND ALL CLAIMS RELATING THERETO.

3. No Liability. ORT assumes no responsibility for and shall not be liable as to: (a) the validity, collectability, genuineness of signature, negotiability, or marketability of any stocks, bonds, currency, passbooks, checks, documents or negotiable instruments deposited in escrow; (b) the existence, condition, character, quality, quantity, size or identity of the land, any buildings, fixtures, improvements or installations, if any, located or presumed to be located upon the Premises; (c) the existence, sufficiency or transfer of any insurance relating to the Premises and, the condition, character, quality, quantity, size, identity, title or delivery of any personal property; (d) transfer of possession of the Premises and, or the rights of any party in possession; (e) compliance with any local or municipal requirements, as to point of sale inspections or ordinances; (f) the identity of Parties or the sufficiency of any agency; (g) the existence or location of legal highways or improvements on or adjacent to the Premises; (h) any delay of this escrow due to fires, acts of God, acts of governmental authorities, strikes, *force majeure* or any other cause beyond the control of ORT; (i) any examination, adjustment or payment of special taxes or assessments or re-spreads of assessments of any kind, or additions hereafter made, if any, unless specifically instructed; (j) loss or

impairment of your funds in the course of collection or while on deposit with a bank due to bank failure, insolvency or suspension; (k) the proration of premiums for, or transfer of, insurance policies including those which provide liability protection to insure chattels or personal property; (l) errors or omissions in information provided to ORT on loan questionnaires or on original or memorandum insurance policies; and, (m) any other matter except as herein specifically imposed on or assumed by ORT in these Conditions. The Parties, jointly and severally, hereby agree to save ORT harmless from any loss or damage resulting from or related to any of the foregoing "No Liability" items and hereby indemnify ORT for any loss, cost or damage including, without limitation, attorney fees and costs of litigation which ORT may incur related thereto.

4. Time Limit for Claims and for Actions. ORT shall not be liable to the Parties or either of them, for any claim, dispute or controversy ("Claim") of any kind, whether in contract, tort, or otherwise, arising out of or relating to this Agreement, or the processing of the escrow, or to any prior or future dealings between Escrow Agent and the Parties or either of them, or between Escrow Agent and any third party claiming through a Party, unless written notice of the Claim, together with a written demand, is received by ORT addressed to "Ohio Real Title Agency, LLC, attention: Ryan Marrie, President, 1213 Prospect Ave, Ste 200, Cleveland, Ohio 44115." within one (1) year from the date of the closing. If the Claim is not satisfactorily resolved within thirty (30) days of ORT'S timely receipt of written notice of the Claim, together with a written demand, then, either ORT or any Party may bring an action, either in small claims court in Cleveland, Ohio, if within its jurisdiction, or may arbitrate the Claim in Cleveland, Ohio pursuant to the arbitration terms set forth in this Agreement. **SUBJECT TO THE REQUIREMENT AND ONE (1) YEAR TIME LIMIT FOR WRITTEN NOTICE OF A CLAIM TOGETHER WITH A WRITTEN DEMAND, NO ACTION, IN SMALL CLAIMS COURT, IN ANY OTHER COURT, OR IN ARBITRATION, SHALL LIE AGAINST ORT FOR ANY CLAIM, UNLESS BROUGHT WITHIN FIFTEEN (15) MONTHS FROM THE DATE OF THE CLOSING, ALL SUCH UNTIMELY ACTIONS AND CLAIMS BEING EXPRESSLY WAIVED, RELEASED AND FOREVER DISCHARGED.**

5. Status of Title. If ORT, searches title, directly or indirectly, and, or issues a title commitment and, or issues a title policy, whether a lender's title policy, or an owner's title policy, or both, any title search and any issuance of any title commitment or policy are on behalf of a known principal, the title insurance company, the underwriter. The Parties and their respective heirs, successors, agents, representatives and, or assigns, shall have no claim against ORT as to the status of title, or as to any title search or as to any commitment or title policy issuance. Any claim of loss or damage, or any action, whether or not based on negligence, which arises out of the status of the title to the Premises, or to the estate or interest which is the subject of the escrow, or as to any title search or any title commitment or policy issuance, or to any Fee, as defined in R.C. 3953.01(F) or premium charged, shall be exclusively limited to the terms of the title commitment or to the terms of the title policy issued. The Parties agree to exclusively look to the title insurance company, the underwriter, as to all such claims. All such claims as to ORT are expressly waived, released and forever discharged.

6. Prorations. Phrases such as "closing", "closing date", "to date of transfer", "as of date of filing," and the like, shall be construed to mean and to include the date title documents are filed for record. The Seller shall be considered the owner through the day of title transfer. Adjustments shall be made on a thirty (30) day month basis. Water, utilities, and rents and other service charges will not be adjusted, except upon an agreed amount furnished in writing by the Parties prior to the filing of documents for record. Information secured by ORT relative to taxes, assessments, insurance, rents, interest, and balances due on mortgages or other encumbrances, may be relied upon in making payments or adjustments in accordance with the terms of the Instructions and shall be conclusive against the Parties. Taxes and assessments to be adjusted shall be calculated on the basis of a calendar year 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 transfer of title in this escrow. The Parties, jointly and severally, agree to fully cooperate, adjust and reimburse ORT for clerical errors on any or all documents as deemed necessary in the reasonable discretion of ORT.

7. Costs and fees. Unless otherwise agreed by Buyer and Seller and, except as specified below for FHA, VA, residential construction, residential development and, or residential investment/rehabilitation property, Seller agrees to pay and hereby directs ORT to deduct from Seller's proceeds the cost of the following items: examination of title and title evidence, conveyance tax and transfer tax, one-half escrow fee, all taxes and assessments due and payable to the County Treasurer at the date of filing the instruments for record in the within escrow, and costs and expenses of satisfying (and filing any release or satisfaction of record) any liens or encumbrances not specifically assumed by Buyer. Unless otherwise agreed by Buyer and Seller and, except as specified below for FHA, VA, residential construction, residential development and, or residential investment/rehabilitation property, Buyer agrees to pay the cost of the following items: one-half escrow fee, cost of recording deed and Buyer's mortgage or mortgages and any items of additional expense required by the Buyer or Buyer's lender. In FHA and VA transactions, Seller agrees to pay all fees or charges required by Buyer's lender which by law, rule or regulation cannot be collected from Buyer. Seller agrees to pay the cost of any document preparation fee, any tax service charge, any termite inspection fee, any underwriting fee, and any other fees and charges which Buyer's lender requires ORT to charge to Seller. In new construction, development and, or investment/rehabilitation transactions, the Buyer/Seller agrees to pay one-half of ORT's standard residential escrow fee and expressly agrees that ORT may charge the builder/developer/investor an escrow fee which may be less than one-half of ORT's standard residential escrow fee. Buyer and Seller acknowledge that ORT may charge a reasonable flat rate fee: for overnight/express mailing or courier fees and for the copying and reproduction of documents and that said fees includes a charge for handling and processing by ORT. The costs of any extraordinary service or expense shall be borne by the Party benefited thereby. Buyer and Seller expressly agree ORT shall have no general fiduciary duties or obligations to either Buyer or Seller. ORT is acting solely as a limited agent of the Parties where all duties of ORT are contractual. The signature of Buyer, Borrower and, or Seller on the preliminary and, or final HUD-I Settlement Statement constitutes the respective Party's agreement to, consent to, acceptance of, and ratification of the propriety, validity, and correctness of the fees, charges, allocations and disbursements assessed against each Party as set forth in the HUD-I Settlement Statement and shall authorize ORT to collect such fees and charges and to make such disbursements and allocations in accord with the preliminary and/or final HUD-I Settlement Statement, and ORT upon collecting such fees and charges and making such

disbursements and allocations shall be released and discharged from any and all claims or liability for improper, incorrect, or unauthorized fees, charges, allocations or disbursements. The Parties, jointly and severally, agree to fully cooperate, adjust and reimburse ORT for clerical errors on any or all documents as deemed necessary in the reasonable discretion of ORT.

8. Arbitration Agreement. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES AND CLAIMS THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE THEIR CASE, BUT THE PARTIES VOLUNTARILY CHOOSE TO HAVE ANY CLAIM RESOLVED THROUGH ARBITRATION.

Any claim, dispute or controversy ("Claim") of any kind, whether in contract, tort, or otherwise, arising out of or relating to this Agreement, or the processing of the escrow, or to any prior or future dealings between Escrow Agent and the Parties or either of them, or between Escrow Agent and any third party claiming through a Party and including any dispute as to the validity or applicability of this arbitration clause, shall be settled either by seeking relief in a small claims' court for controversies or claims within the scope of the small claims' court's jurisdiction or, if the controversy or claim exceeds the jurisdiction of the small claims' court, and, or regardless of the size of the claim, then the controversy or claim shall be settled by binding arbitration in Cleveland, Ohio, administered by the American Arbitration Association, the "AAA" under its rules when the Claim is filed. THIS AGREEMENT TO SUBMIT ALL CLAIMS EITHER TO THE SMALL CLAIMS COURT OR TO BINDING ARBITRATION IS MANDATORY. Information on the arbitration process can be obtained from the escrow agent. Without limiting the forgoing, the Parties may by agreement agree to resolve any disputed Claim by any mediation or alternative dispute resolution process which may then be available and which is more convenient, less costly and, or quicker than AAA.

By signing this Agreement, the Parties give up any right to go to court except for Claims that may be taken to small claims' court. The Parties give up all right to trial by jury. The Parties agree that all claims will be decided by a neutral arbitrator and not a judge or jury. Submission of Claims to arbitration provides a fair hearing to which the Parties are entitled, but the arbitration procedures are simpler and more limited than rules applying in court. The Parties acknowledge that arbitration decisions are as enforceable as any court order and are subject to very limited review by a court. BY SIGNING THIS AGREEMENT PARTIES GIVE UP ANY RIGHT TO ACT AS A CLASS REPRESENTATIVE FOR A CLASS OF CLAIMANTS SIMILARLY SITUATED AND GIVE UP ANY RIGHT TO PARTICIPATE AS A CLASS MEMBER IN A CLASS ACTION WITH RESPECT TO ANY CLAIM. Parties at their own cost are entitled to be represented by counsel of their own choosing.

9. Relationship; Complete Agreement. The Parties agree, acknowledge and affirm that they are not, nor does this Agreement create a partnership, a trust or fiduciary relationship, or any other legal relationship other than that of independent, contracting Parties. This is the complete agreement between the Parties. Each Party has had the opportunity to read this agreement, to understand it, to make changes where requested and agreed and, to consult with the experts of their choice, including legal experts. All prior representations, agreements and discussions are merged herein. No Party, person, employee or agent may modify this agreement by any oral statement or representation. All modifications of this Agreement must be in writing signed by all Parties. The signing of this agreement is the free and voluntary act of each Party. This Agreement may be signed in counterparts all together being but one agreement.

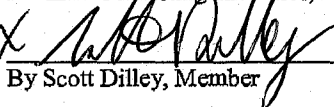
IN WITNESS WHEREOF, the Parties, intending to be legally bound, have set their hands on the day(s) and date(s) shown next to the signatures below.

SELLER(S)

Deidre Bobo

BUYER(S) / BORROWER(S)

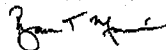
Platinum Marketing and Sales, LLC


By Scott Dilley, Member

ACCEPTANCE OF ESCROW

Ohio Real Title Agency, LLC, ORT, hereby consents to act as Escrow Agent subject to the Conditions of Acceptance of Escrow.

OHIO REAL TITLE AGENCY, LLC



July 14, 2016

By: Ryan T. Marrie, President

Date



54 North State Street • Painesville, Ohio 44077
Phone: 440-354-3300 • Fax: 440-354-3213

AGREEMENT AS TO TAXES AND ASSESSMENTS

Order Number: 59617

Property Address: 12621 Hirst Avenue, Cleveland, OH 44135

Buyer: Platinum Marketing and Sales, LLC

Seller: Deidre Bobo

The parties hereto agree that in acting as settlement agent, Ohio Real Title Agency, LLC (the Company), assumes no liability for the correctness of information furnished by others. This includes, but is not limited to, principal, interest, insurance, escrow funds, water, rent, taxes and special or pending assessments.

The Company, in connection with closing this transaction, has collected, withheld, or prorated taxes and assessments. We understand that any proration completed by the Company is done on the basis of information now appearing on the tax duplicate, whether or not certified, in the County Treasurer's Office, and that there may be assessments levied which do not now appear of record or an increase in tax valuation or amount of taxes which has not yet been reflected on the Treasurer's tax duplicate.

The parties have accepted the amount collected, withheld, or prorated in full satisfaction of any obligation on the part of the Company, and agree that if there is any change or addition in taxes or assessments, we will handle the matter between ourselves and not look to the Company.

The parties further agree to hold the Company harmless for any tax increase or decrease occasioned by retroactive revaluation, change in land usage, or loss of any homestead status.

The parties further agree that the Company may make subsequent adjustments in the event said information proves incorrect or escrowed funds prove insufficient and agree to pay the Company any further sums found due. The Company shall not be responsible or liable for any non-compliance with the requirements of Federal or State consumer credit protection truth-in-lending or similar law, or for usury; and that there shall be no liability on the part of the Company for matters not appearing on record when examination is made.

SELLER (S)

Deidre Bobo

Date

BUYER (S) / BORROWER (S)

Platinum Marketing and Sales, LLC

By Scott Dilley, Member

2/19/16

Date



54 North State Street • Painesville, Ohio 44077
Phone: 440-354-3300 • Fax: 440-354-3213

BUYER/BORROWER INFORMATION FORM

Order Number: 59617

Property Address: 12621 Hirst Avenue, Cleveland, OH 44135

Seller: Deidre Bobo

Buyer/Borrower: Platinum Marketing and Sales, LLC

Buyer/Borrower Will Will Not occupy premises. (Please Check One)

Home Phone: 801 706 7384

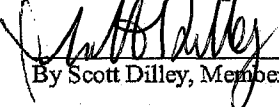
Alternate: _____

The undersigned buyer(s)/borrower(s) request that the proceeds from the sale of the above captioned property be sent in the following manner. Please select one and complete if necessary.

1. Pick-up at Ohio Real Title Agency, LLC, 54 North State Street, Painesville, Ohio 44077
2. Mail to 12621 Hirst Avenue, Cleveland, OH 44135
3. Mail to an alternate address: _____

4. Wire proceeds to: _____
Bank Name & Address
Bank ABA Routing Number Bank Account Number
Bank Account Name
5. Other: _____

BUYER(S)/BORROWER(S)
Platinum Marketing and Sales, LLC


By Scott Dilley, Member

7/14/16
Date



54 North State Street • Painesville, Ohio 44077
Phone: 440-354-3300 • Fax: 440-354-3213

AUTHORIZATION TO RELEASE CLOSING DISCLOSURE AND SETTLEMENT STATEMENT

To: Ohio Real Title Agency, LLC
54 North State Street
Painesville, Ohio 44077

RE: Order Number: 59617
Property Address: 12621 Hirst Avenue, Cleveland, OH 44135

We the undersigned hereby authorize the release of the Closing Disclosure and/or the Settlement Statement to only the following parties involved directly with this transaction including: Listing and Selling Real Estate Brokers, Lenders/Mortgage Brokers/Companies/Investors, Attorneys, Other Title Agencies, Buyers/Sellers.

Authorization will be required in order for Ohio Real Title Agency, LLC to release the Closing Disclosure and/or the Settlement Statement to any parties not involved directly with this transaction.

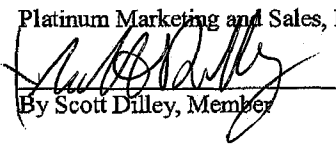
SELLER (S)

Deidre Bobo

Date

BUYER (S) / BORROWER (S)

Platinum Marketing and Sales, LLC


By Scott Dilley, Member

7/14/16
Date



54 North State Street • Painesville, Ohio 44077
Phone: 440-354-3300 • Fax: 440-354-3213

PURCHASE CONTINGENCY RELEASE

Order Number: 59617

Property Address: 12621 Hirst Avenue, Cleveland, OH 44135

Buyer: Platinum Marketing and Sales, LLC

Seller: Deidre Bobo

The buyer and seller of the above mentioned transaction hereby acknowledge and agree that all contingencies of the purchase contract have been met. Ohio Real Title Agency, LLC is hereby released and held harmless for any matter concerning contingencies of the purchase contract.

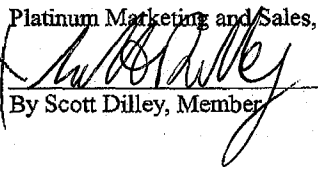
SELLER (S)

Deidre Bobo

Date

BUYER (S) / BORROWER (S)

Platinum Marketing and Sales, LLC



By Scott Dilley, Member

7/19/16
Date



54 North State Street • Painesville, Ohio 44077
Phone: 440-354-3300 • Fax: 440-354-3213

WATER / SEWER AND ESCROW HOLD LETTER

Re: Order No.: 59617
Property: 12621 Hirst Avenue
Cleveland, OH 44135
Buyer: Platinum Marketing and Sales, LLC
Seller: Deidre Bobo

The Purchase Agreement may require Ohio Real Title Agency, LLC, "ORT" to withhold monies from proceeds due Seller until a condition is met or until proof of an obligation is provided. For example, "for the SELLER'S final water and sewer bills" and/or "for repairs." Written, additional instructions, if any, if acceptable to ORT, for the disposition of withheld, escrow funds should be agreed to, signed by all Parties and placed in escrow. ORT is not liable: to satisfy any condition; to obtain any final water or sewer bills; to make any repair; to obtain any proof of repair or proof of payment; or if the amount due exceeds the amount withheld. ORT every ninety days after closing, shall charge and deduct from any such withheld funds, the sum of \$25.00, as a quarterly service fee for maintaining the post-closing, withheld escrow funds.

When the SELLER'S final, water and sewer bills, or proof of payment or satisfaction of condition is obtained, mail or fax to Ohio Real Title Agency, LLC at the address or fax number above. Seller should provide forwarding address and phone number.

SELLER FORWARDING ADDRESS:

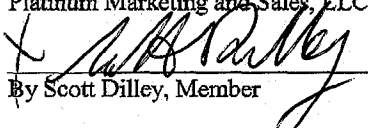
EXECUTED by the Parties on the date shown next to the signatures below, the Parties agree, authorize and instruct ORT to withhold the specified funds and to make such quarterly charges, deductions and distributions as above described.

SELLER(S)

Deidre Bobo

BUYER(S) / BORROWER(S)

Platinum Marketing and Sales, LLC


By Scott Dilley, Member



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
SCHEDULE A
Commitment

Application Number: V163825

Address Reference: 12621 Hirst Avenue, Cleveland, OH 44135

1. Commitment Date: June 23, 2016 at 07:59 AM

2. Policy (or Policies) to be issued:

(a) OWNER'S POLICY

Proposed Insured:

Policy Amount \$ 27,000.00

ALTA Own. Policy (06/17/2006)

Platinum Marketing & Sales

(b) LOAN POLICY

Proposed Insured:

Policy Amount

3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment date by:

Deidre Bobo, as vested in the Limited Warranty Deed as recorded on December 3, 2008 in Instrument No. 200812030020 and re-recorded January 16, 2009 in Instrument No. 200901160030 of Cuyahoga County Records

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

See Exhibit "A" attached hereto and made a part hereof by this reference.

Date Approved: 7/14/16
[Signature]

Countersigned:

Date:

VENTURE LAND TITLE AGENCY, LLC

By: TJ [Signature]

VENTURE LAND TITLE AGENCY, LLC

(V163825.PFD/V163825/A)

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
SCHEDULE B - SECTION I
Commitment**

Application Number: V163825

REQUIREMENTS

The following requirements must be met:

- a. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- b. Pay us the premiums, fees and charges for the policy.
- c. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- d. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- e. Release of Mortgages and/or Liens in Schedule B, Section II if any.

(V163825.PFD/V163825/4)

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
SCHEDULE B - SECTION II
Commitment

Application Number: V163825

EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

- a. Facts which would be disclosed by a comprehensive survey of the premises herein described.
- b. Rights or claims of parties in possession.
- c. Mechanics', Contractors' or Materialmen's liens and lien claims, if any, where no notice thereof appears of record.
- d. Any change in title occurring subsequent to the effective date of this Commitment and prior to the date of issuance of the title policy.
- e. The policy to be issued will not insure as to the exact amount of acreage contained in subject property.
- f. Taxes for the year 2016 and subsequent years not yet due and payable.
- g. The lien of real estate taxes or assessments imposed on the title by a governmental authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the public records.
- h. Oil and gas leases, pipeline agreements or any other instruments related to the production or sale of oil and gas which may arise subsequent to the date of the Policy.
- i. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
- j. Any facts, rights, interests, or claims which are not shown in public record but could be ascertained by an inspection of the land or inquiry of persons in possession.
- k. Taxes and assessments for the first half year 2015 for Parcel No. 019-13-062 which are delinquent in the amount of \$253.48* plus penalty in the amount of \$25.35 for a total of \$278.83. Taxes and assessments for the second half year 2015 for Parcel No. 019-13-062 which are a lien in the amount of \$253.48*.

*Taxes reflect a HOMESTEAD CREDIT of \$357.74 per half year.

The half year tax amount includes the following assessments:

1) NONE.

Subject to Special Taxes and Assessments of any kind, if any.
Taxes for the Year 2016 are a lien, but not yet due or payable.

- l. Plat Restrictions as they appear on plat of N. Moses' Subdivision as recorded in Plat Volume 16, Page 11 of Cuyahoga County Records of Plats are as follows:
 - a) Plat Items
- m. Restrictions in the Deed from Daniel Shaw and Beulah Shaw to the State of Ohio, filed for record December 14, 1964 in Volume 11363, Page 713 of Cuyahoga County Records.
- n. Recital in the Deed from Deutsche Bank National Trust Company, as Trustee of Argent Mortgage Loan Trust, Asset Backed Pass-Through Certificates, Series 2005-W2 to Deidre Bobo, filed for record December

(V163825.PFD/V163825/4)

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
SCHEDULE B - SECTION II
Commitment
(Continued)

Application Number: V163825

3, 2008 in Instrument No. 200812030020 and re-recorded January 16, 2009 in Instrument No. 200901160030 of Cuyahoga County Records.

(V163825.PFD/V163825/4)

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
EXHIBIT "A"
Commitment**

Application Number: V163825

LEGAL DESCRIPTION

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

And known as being Sublot No. 87 in N. Moses Subdivision of part of original Rockport Township Section No. 10, as shown by the recorded plat in Volume 16 of Maps, Page 11 of Cuyahoga County Records and being 40 feet front on the Southerly side of Hirst Avenue, S.W. (formerly First Street) and extending back of equal width 110.79 feet, as appears by said plat.

EXCEPTING from the above described premises that part thereof which was conveyed to the State of Ohio by dated dated December 13, 1964, and recorded in Volume 11363, Page 713 of Cuyahoga County Records, appears as follows:

Being a part of Sublot No. 87 of N. Moses Subdivision as recorded in Volume 16 of Maps, Page 11 of the Cuyahoga County Plat Records, and being more fully described as follows: Beginning at the Grantor's Northwesterly property corner, said point bearing South 88 degrees 45' 59" East a distance of 240.00 feet from the Northeasterly corner of Sublot No. 80 of said N. Moses Subdivision, said Northeasterly corner being 223.16 feet right of and radially from Station 775-81.90 in the centerline of a survey made in 1964 by the Ohio Department of Highways of proposed Interstate Route 71 Section 9.96 in Cuyahoga County, Ohio: Thence leaving said place of beginning with the Grantor's Northerly property line South 88 degrees 45' 59" East a distance of 25.00 feet to a point; Thence South 77 degrees 58' 51" West a distance of 25.69 feet to a point in the Grantor's Westerly property line; Thence with said Westerly property line North 00 degrees 53' 01" East a distance of 25.69 feet to a point in the Grantor's Westerly property line; Thence with said Westerly property line North 00 degrees 53' 01" East a distance of 5.93 feet to the place of beginning, containing 74 square feet, more or less.

(V163825.PFD/V163825/4)