

A. U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

SETTLEMENT STATEMENT

Assured Title Agency dba Assured Closing Services
 3190 S Vaughn Way
 Suite 550
 Aurora, CO 80014

FINAL

B. TYPE OF LOAN

1. FHA 2. FMHA 3. CONV. UNINS.

4. VA 5. CONV. INS.

6. ESCROW FILE NUMBER:
00060862-006 M06

7. LOAN NUMBER:

8. MORTGAGE INSURANCE CASE NUMBER:

OMB No. 2502-0265

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 OF BORROWER: DRD Holdings LLC, An Ohio Limited Liability Company

ADDRESS OF BORROWER: 3717 W 134th St
 Cleveland, OH 44111

E. NAME OF SELLER: PNC Bank, National Association

ADDRESS OF SELLER: 3217 South Decker Lake Drive
 Salt Lake City, UT 84119

F. NAME OF LENDER:

ADDRESS OF LENDER:

G. PROPERTY LOCATION
 3814 Russell Ave,
 Parma, OH 44134
 Cuyahoga 433-30-79

H. SETTLEMENT AGENT: Assured Title Agency dba Assured Closing Services
 PLACE OF SETTLEMENT: 3190 S Vaughn Way, Suite 550, Aurora, CO 80014

I. SETTLEMENT DATE: 03/15/2017 PRORATION DATE: 03/15/2017 FUNDING DATE: 03/15/2017

SIGNING DATE: 3/15/2017 DISBURSE DATE: 3/15/2017

J. SUMMARY OF BORROWER'S TRANSACTION

100. Gross Amount Due From Borrower:

| | |
|--|-----------|
| 101. Contract Sales Price | 52,001.00 |
| 102. Personal Property | |
| 103. Settlement charges to Borrower (line 1400) | 664.50 |
| 104. | |
| 105. | |
| Adjustments For Items Paid By Seller In Advance: | |
| 106. City/Town Taxes | |
| 107. County Taxes | |
| 108. Assessments | |
| 109. | |
| 110. | |
| 111. | |
| 112. | |
| 113. | |
| 114. | |
| 115. | |
| 120. Gross Amount Due from borrower: | 52,665.50 |

200. Amounts Paid by or in behalf of Borrower:

| | |
|---|----------|
| 201. Deposit or earnest money | 5,200.00 |
| 202. | |
| 203. Existing loan(s) taken subject to | |
| 204. | |
| 205. | |
| 206. | |
| 207. | |
| 208. | |
| 209. | |
| Adjustments For Items Unpaid By Seller: | |
| 210. City/Town Taxes | |
| 211. County Taxes 01/01/17-03/15/17 | 376.67 |
| 212. Assessments | |
| 213. | |
| 214. | |
| 215. | |
| 216. | |
| 217. | |
| 218. | |
| 219. | |
| 220. Total Paid By/For Borrower | 5,576.67 |

300. Cash at Settlement from/to Borrower:

| | |
|--|-----------|
| 301. Gross amount due from Borrower (line 120) | 52,665.50 |
| 302. Less amount paid by/for Borrower (line 220) | 5,576.67 |
| 303. Cash FROM Borrower: | 47,088.83 |

K. SUMMARY OF SELLER'S TRANSACTION

400. Gross Amount Due To Seller:

| | |
|--|-----------|
| 401. Contract Sales Price | 52,001.00 |
| 402. Personal Property | |
| 403. | |
| 404. | |
| 405. | |
| Adjustments For Items Paid By Seller In Advance: | |
| 406. City/Town Taxes | |
| 407. County Taxes | |
| 408. Assessments | |
| 409. | |
| 410. | |
| 411. | |
| 412. | |
| 413. | |
| 414. | |
| 415. | |
| 420. Gross Amount Due to Seller | 52,001.00 |

500. Reductions In Amount Due To Seller:

| | |
|---|----------|
| 501. Excess deposit (see instructions) | |
| 502. Settlement charges to Seller (line 1400) | 6,808.73 |
| 503. Existing loan(s) taken subject to | |
| 504. Payoff of first mortgage loan | |
| 505. Payoff of second mortgage loan | |
| 506. | |
| 507. | |
| 508. | |
| 509. | |
| Adjustments For Items Unpaid By Seller: | |
| 510. City/Town Taxes | |
| 511. County Taxes 01/01/17-03/15/17 | 376.67 |
| 512. Assessments | |
| 513. | |
| 514. | |
| 515. | |
| 516. | |
| 517. | |
| 518. | |
| 519. | |
| 520. Total Reductions In Amount Due Seller | 7,185.40 |

600. Cash at Settlement to/from Seller:

| | |
|--|-----------|
| 601. Gross amount due to Seller (line 420) | 52,001.00 |
| 602. Less reductions in amount due Seller (line 520) | 7,185.40 |
| 603. Cash TO Seller: | 44,815.60 |

L. SETTLEMENT CHARGES:

700. Total Sales/Broker's Commission:

| | Paid from Borrower's Funds at Settlement | Paid from Seller's Funds at Settlement |
|--|--|--|
| Based on Price \$ 52,001.00 @ % = 2,430.05 | | |
| Division of Commission (line 700) follows: | | |
| 701. \$ 1,020.02 to ReMax Crossroads | | |
| 702. \$ 1,410.03 to Realty Trust Services | | |
| 703. Commission paid at settlement | | |
| 704. Referral Fee to Mountain West Realty Corp | | |
| 705. Technology Fee to Exceleras, LLC | | |
| 800. Items Payable In Connection With Loan: | | |
| 801. Loan Origination Fee | | 2,430.05 |
| 802. Loan Discount Fee | | 390.01 |
| 803. Appraisal Fee | | 300.00 |
| 804. Credit Report | | |
| 805. Lenders inspection Fee | | |
| 806. Mortgage Insurance Application Fee | | |
| 807. Assumption Fee | | |
| 808. | | |

900. Items Required By Lender To Be Paid In Advance:

| | | |
|--|------|--|
| 901. Interest | | |
| 902. Mortgage Insurance Premium | | |
| 903. Hazard Insurance Premium | | |
| 904. | | |
| 1000. Reserves Deposited With Lender: | | |
| 1001. Hazard Insurance | | |
| 1002. Mortgage Insurance | | |
| 1003. City Property Taxes | | |
| 1004. County Property Taxes | | |
| 1005. Annual Assessments | | |
| 1006. | | |
| 1007. | | |
| 1008. Aggregate Adjustment months @ \$ per month | 0.00 | |

1100. Title Charges:

| | | |
|--|--------|--------|
| 1101. Settlement or closing fee to Assured Title Agency dba Assured Closing Services | 600.00 | 600.00 |
| 1102. Abstract or title search to Servicelink | | 250.00 |
| 1103. Title examination | | |
| 1104. Title insurance binder | | |
| 1105. Document preparation to Curphey & Badger Law | | 60.00 |
| 1106. Notary Fees | | |
| 1107. Attorney's Fees | | |
| (includes above item numbers.) | | |
| 1108. Title insurance to Servicelink | | 304.75 |
| (included above item numbers.) | | |
| 1109. Lender's coverage \$ 0.00 to Servicelink | | |
| 1110. Owner's coverage \$ 52,001.00 to Servicelink | | |
| 1111. Commitment Fee to Servicelink | | 50.00 |
| 1112. Update Fee to Servicelink | | 75.00 |
| 1113. Municipal Lien Search to Property Debt Research | | 85.00 |

1200. Government Recording and Transfer Charges:

| | | |
|--|-------|--------|
| 1201. Recording Fees: Deed \$ 64.00 Mortgage \$ Release \$ | 64.00 | |
| 1202. City/County tax/stamps Deed \$ 208.40 Mortgage \$ | 0.00 | 208.40 |
| 1203. State tax/stamps | | |
| 1204. City Transfer Tax | | |
| 1205. County Transfer Tax | | |
| 1206. County Tax Cert to A.S.K. Services, Inc. | | |
| 1207. Recording Service Fee to A.S.K. Services, Inc. | 0.50 | |
| 1208. Seller POA to A.S.K. Services, Inc. | | 50.00 |
| 1209. Seller Affidavit to A.S.K. Services, Inc. | | 56.00 |
| | | 48.00 |

1300. Additional Settlement Charges:

| | | |
|---|--------|----------|
| 1301. Survey | | |
| 1302. Pest Inspection | | |
| 1303. 2016 Property Tax Due to Cuyahoga County Treasurer | | 1,711.15 |
| 1304. Sewer Fees to Northeast Ohio Sewer District | | 88.29 |
| 1305. Water Fees to Cleveland Water Department | | 102.08 |
| 1400. Total Settlement Charges (Enter on line 103, Section J -and- line 502, Section K) | 664.50 | 6,808.73 |

HUD-1 Settlement Statement Certification

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 copy of the HUD-1 Settlement Statement.

Buyers Signatures:

DRD Holdings LLC, An Ohio Limited Liability Company

By Tarsem Garg, Managing Member

Settlement Agent:

Assured Title Agency dba Assured Closing Services

Date:

By Select Portfolio Servicing, Inc. As Attorney in Fact

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.

NON-DISBURSEMENT AGREEMENT

Borrowers: **DRD Holdings LLC, An Ohio Limited Liability Company**

Sellers: **PNC Bank, National Association**

RE: Escrow No.: **00060862-006-M06**
Property: **3814 Russell Ave, Parma, OH 44134**

This agreement is promulgated at the request of all interested parties to the above mentioned property in order to facilitate the closing for the convenience of the Borrower, Seller, Realtors and Lenders. At the date and time set for the real estate closing, all parties recognize there are certain items or documents missing that are necessary to consummate the transaction as follows:

1. Seller Approval on HUD1
2. Seller Signed HUD1
3. Seller Authorization to Fund
4. Buyer Funds in the amount of \$ _____
5. Lender Funds in the amount of \$ _____
6. Lender Authorization to Fund

All parties further request that Assured Title Agency dba Assured Closing Servicesor their designated closing agents proceed with preparation and closing of this transaction subject to receiving the missing items listed above. All parties agree and understand that if the missing items are not in the designated closing agents possession on or before **date to disb by** , then this closing is null and void and of no further consequence. In no event does this provision, in and of itself, effect, the contractual rights or agreements between the parties to his transaction.

In addition, all parties to this agreement agree that no funds will be disbursed until missing items listed above are in hand and all closing documents are properly executed.

It is further agreed that Assured Title Agency dba Assured Closing Services or their closing agent will incur no liability for closing of this transaction as stipulated in this agreement. This agreement is subject to the attached general provisions (Exhibit 1).

ACKNOWLEDGED AND ACCEPTED

DRD Holdings LLC, An Ohio Limited Liability Company

By Tarsem Garg, Managing Member

PNC Bank, National Association

By Select Portfolio Servicing, Inc. As Attorney in Fact

ReMax Crossroads

Realty Trust Services

Jeff Smutek Team

Christopher Kaylor

Assured Title Agency dba Assured Closing Services

Michelle Elder

March 15, 2017

AFFIDAVIT AND INDEMNITY
TO CHICAGO TITLE INSURANCE COMPANY

Initials

1. _____

This is written evidence to you that there are **no unpaid bills**, and to the extent there may be unpaid bills that the undersigned undertakes and agrees to cause the same to be paid such that there shall be **no mechanic's or materialmen's liens** affecting the property for materials or labor furnished for the construction and erection, repairs or improvements contracted by or on behalf of the undersigned on property located at:

3814 Russell Ave, Parma, OH 44134

and legally described as:

Situated in the City of Panna, County of Cuyahoga and State of Ohio: and known as being Sublot No. 32 in Gebhard Kuchle's subdivision No. 1 of part of Original Panna Township Lot No. 3, Blake Tract, a shown by the recorded plat in Volume 78 of Maps, Page 17 of Cuyahoga County records, and being 40 feet front on the Northerly side of Russell Avenue, 158.25 feet deep on the Westerly line, 158.18 feet deep on the Easterly line and 40 feet wide In the rear, as appears by said plat, be the same more or less, but subject to all legal highways.

2. _____ We further represent that there are **no public improvements affecting the property** prior to the date of closing that would give rise to a special property tax assessment against the property after the date of closing.
3. _____ We further represent that there are **no pending proceedings or unsatisfied judgments of record**, in any Court, State or Federal, nor any tax liens filed or taxes assessed against us which may result in liens, and that if there are judgments, bankruptcies, probate proceedings, state or federal tax liens of record against parties with same or similar names, they are not against us.
4. _____ We further represent that there are **no unrecorded contracts, leases, easements, or other agreements** or interests relating to said premises of which we have knowledge.
5. _____ We further represent that **we are in sole possession of the real property** described herein other than lease hold estates reflected as recorded items under the subject commitment for title insurance.
6. _____ We further represent that there are **no unpaid charges and assessments that could result in a lien** in favor of any association of homeowners which are provided for in any document referred to in Schedule B of Commitment referenced herein.

7. _____ We further understand that any payoff figures shown on the settlement statement have been supplied to **Assured Title Agency dba Assured Closing Services** as settlement agent by the seller's/borrower's lender and are subject to confirmation upon tender of the payoff to the lender. **If the payoff figures are inaccurate, we hereby agree to immediately pay any shortage(s) that may exist.**

The undersigned affiant(s) know the matters herein stated are true and indemnifies **Chicago Title Insurance Company** against loss, costs, damages and expenses of every kind incurred by it by reason of its reliance on the statements made herein.

This agreement is executed with and forms a part of the sale and/or financing of the above described premises, and is given in addition to the conveyance and/or financing of the premises in consideration for the conveyance and/or financing and forms a complete agreement by itself for any action thereon.

BUYER:

DRD Holdings LLC, An Ohio Limited Liability Company

By Tarsem Garg, Managing Member

STATE OF
COUNTY OF

} SS:

The foregoing instrument was acknowledged, subscribed, and sworn to before me this _____ of **DRD Holdings LLC, An Ohio Limited Liability Company**

(SEAL)

Notary Public

My Commission Expires:

AFFINDEM

File No. 00060862

Affidavit and Indemnity

Assured Closing Services, LLC
1900 16th Street Suite 950
Denver, CO 80202

Phone (720) 542-6940 Fax (720) 565-3548

CLOSING AGREEMENT

Order No: 00060862-006-M06

Date: March 14, 2017

Reference: DRD Holdings LLC, An Ohio Limited Liability Company / PNC Bank, National Association

Property Address: 3814 Russell Ave, Parma, OH 44134

It is agreed, between the Purchaser(s) and Seller(s) of this property that all contingencies and addendums to the Offer to Purchase thereto, dated December 21, 2016 have been met or are hereby resolved or removed to the satisfaction of the parties concerned.

Purchaser(s) understand and acknowledge that he/she/they are buying the property "As Is" condition and that neither the Seller(s) nor Realtor(s) make any warranties as to the land and structure purchased or the condition thereof.

BUYER:

DRD Holdings LLC, An Ohio Limited Liability Company

By Tarsem Garg, Managing Member

SELLER:

PNC Bank, National Association

By Select Portfolio Servicing, Inc. As Attorney in Fact

CLOSINGAGR

PRORATION AGREEMENT

RE: Title Company GF#: 00060862-006-M06
Seller: PNC Bank, National Association
Purchaser: DRD Holdings LLC, An Ohio Limited Liability Company,
Property Address: 3814 Russell Ave, Parma, OH 44134

The undersigned Purchaser(s) and Seller of the above referenced property acknowledge that they have been provided the necessary information to confirm the prorated amounts related to Property Taxes as well as Homeowners/Condominium Association Assessments (if applicable). The undersigned Purchaser(s) and Seller agree that the prorated amounts as listed on the HUD-1 Settlement Statement shall be the final proration's for the applicable items.

Further, the undersigned hereby agree that the proration's are final and any difference will not be adjusted by the Seller after closing.

Sincerely,

Seller:

PNC Bank, National Association

By Select Portfolio Servicing, Inc. As Attorney in Fact

Purchaser(s):

DRD Holdings LLC, An Ohio Limited Liability Company

By Tarsem Garg, Managing Member

Title Company Closer:

Assured Closing Services, LLC
1900 16th Street Suite 950
Denver, CO 80202
Phone (720) 542-6940 Fax (720) 565-3548

ESCROW DISCLOSURE FORM

Date: March 14, 2017
File No.: 00060862-006-M06
Property Address: 3814 Russell Ave, Parma, OH 44134

The undersigned hereby acknowledge and have been advised by Assured Closing Services, LLC that it is the policy of the company to deposit all funds collected at closing immediately, and to disburse all funds as soon as practicable following closing, including seller's / borrowers proceeds, mortgage payoffs and services rendered for the property (i.e.: termite inspection, survey, insurance etc.) and any sale commission due (if applicable).

The undersigned do hereby acknowledge that they have been advised of the policy of Assured Closing Services, LLC regarding the disbursement of these funds.

**DRD Holdings LLC, An Ohio Limited Liability
Company**

By Tarsem Garg, Managing Member

Escrow Disclosure Form

ESCDISCL

HOLD HARMLESS AGREEMENT

Assured Closing Services File Number: 00060862
Property Address: 3814 Russell Ave Parma, OH 44134
Legal Description:

1. INDEMNIFICATION:

- a. Buyer hereby agrees to protect, indemnify, defend, and hold harmless Assured Title Agency, LLC dba Assured Closing Services, LLC and PNC Bank, National Association, including their directors, officers, stockholders, agents, employees, independent contractors, affiliates, partners, from and against any and all costs, claims, demands, allegations, lawsuits, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in any way related to the Subject Property, including but not limited to, all issues regarding the following:
 - b. Purchase of the Subject Property.
 - c. All services performed by Assured Title during the closing of this transaction.
 - d. Title to the Subject Property.
 - e. All pre and post closing title issues relating to the Subject Property, including but not limited to, matters relating to property line disputes, subdivision efforts, tax issues (including supplemental taxes), lis pendens, pending and/or actual litigation, and potential allegations from neighboring property owners regarding ownership, property lines, surveys, and/or encumbrances.
 - f. Municipal code compliance issues, including but not limited to, all pending, actual or potential violations, liens, fines, losses, issues relating to the Department of Building and Safety and/or any other municipal entity with the power, authority and/or jurisdiction to assess violations against the Subject Property, Certificates of Compliance and/or Responsibility.
 - g. Water, sewer, and stormwater issues, including but not limited to, all pending, actual or potential charges, liens, fines, losses, or issues relating to water, sewer and stormwater services to the Subject Property.
 - h. Homeowner association compliance issues, including but not limited to, all pending, actual or potential violations, assessments, fees, charges, late charges, attorney fees, fines and interest charged, liens, losses, and other issues relating to compliance with the Homeowner association governing documents.

ACCEPTED AND AGREED

BUYER:

**DRD Holdings LLC, An Ohio Limited Liability
Company**

By Tarsem Garg, Managing Member