

### A. Settlement Statement (HUD-1)

**B. Type of Loan**

1.  FHA    2.  RHS    3.  Conv. Unins    6. File Number: 17-04-3939P    7. Loan Number:    8. Mortgage Insurance Case Number:

4.  VA    5.  Conv. Ins.

**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 and Address of Buyer:**      **E. Name and Address of Seller:**      **F. Name and Address of Lender:**

Sellebello LTD  
21380 Lorain Road  
Fairview Park, OH 44126

The Bank of New York Mellon  
CASH

**G. Property Location:**      **H. Settlement Agent:**      **I. Settlement Date:**

84 West Street  
Berea, OH 44017  
Cuyahoga County, Ohio

Innovative Title and Escrow Services, LLC  
1440 Rockside Road, Ste. 310  
Parma, OH 44134  
Place of Settlement:  
1440 Rockside Road, Ste. 310  
Parma, OH 44134

Ph. (216)635-0870      May 19, 2017

J. Summary of Buyer's transaction		K. Summary of Seller's transaction	
100. Gross Amount Due from Buyer:	70,001.00	400. Gross Amount Due to Seller:	70,001.00
101. Contract sales price		401. Contract sales price	
102. Personal property		402. Personal property	
103. Settlement Charges to Buyer (Line 1400)	1,405.75	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	to	406. City/Town Taxes	to
107. County Taxes	to	407. County Taxes	to
108. Assessments	to	408. Assessments	to
109.		409.	
110.		410.	
111.		411.	
112.		412.	
<b>120. Gross Amount Due from Buyer</b>	<b>71,406.75</b>	<b>420. Gross Amount Due to Seller</b>	<b>70,001.00</b>
<b>200. Amounts Paid by or in Behalf of Buyer</b>		<b>500. Reductions in Amount Due Seller:</b>	
201. Deposit or earnest money	1,000.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to Seller (Line 1400)	7,299.05
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff First Mortgage	
205.		505. Payoff Second Mortgage	
206.		506.	
207.		507. (Deposit disb. as proceeds)	
208.		508.	
209.		509.	
<b>Adjustments for items unpaid by Seller</b>		<b>Adjustments for items unpaid by Seller</b>	
210. City/Town Taxes	to	510. City/Town Taxes	to
211. County Taxes	01/01/17 to 05/19/17	511. County Taxes	01/01/17 to 05/19/17
212. Assessments	to	512. Assessments	to
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
<b>220. Total Paid by/for Buyer</b>	<b>2,535.32</b>	<b>520. Total Reduction Amount Due Seller</b>	<b>8,801.37</b>
<b>300. Cash at Settlement from/to Buyer</b>		<b>600. Cash at settlement to/from Seller</b>	
301. Gross amount due from Buyer (line 220)	71,406.75	601. Gross amount due to Seller (line 420)	70,001.00
302. Less amount paid by/for Buyer (line 220)	2,535.32	602. Less reductions due Seller (line 520)	8,801.37
<b>303. Cash</b> <input checked="" type="checkbox"/> From <input type="checkbox"/> To Buyer	<b>68,871.43</b>	<b>603. Cash</b> <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	<b>61,199.63</b>

\*Paid outside of closing by borrower(s), seller(s), lender(s), or third party(ies)

The Public Reporting Burden for this collection of information is estimated to average 15 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. The 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
700. Total Real Estate Broker Fees	\$ 2,925.05		
Division of commission (line 700) as follows:			
701. \$ 1,225.02	to Russell Real Estate Services		
702. \$ 1,700.03	to Realty Trust Service		
703. Commission paid at settlement			
704.			2,925.05
705.			
800. Items Payable in Connection with Loan			
801. Our origination charge			
802. Your credit or charge (debit) for the specific interest rate chosen	CASH		
803. Your adjusted origination charges to			
804. Appraisal fee	to		0.00
805. Credit Report	to		
806. Tax service	to		
807. Flood certification	to		
808.			
809.			
810.			
811.			
900. Items Required by Lender to Be Paid in Advance			
901. Daily interest charges from	to		
902. MIP Tot Ins. for Life of Loan	months to		
903. Homeowner's insurance for	years to		
904.			
1000. Reserves Deposited with Lender			
1001. Initial deposit for your escrow account			
1002. Homeowner's insurance	months @ \$	per month	
1003. Mortgage insurance	months @ \$	per month	
1004. Property taxes			
1005.			
1006.	months @ \$	per month	
1007.	months @ \$	per month	
1008.			
1009. Aggregate Adjustment			
1100. Title Charges			
1101. Title services and lender's title insurance			625.00
1102. Settlement or closing fee	to Innovative Title and Escrow Services, LLC	\$	275.00
1103. Owner's title insurance to Westcor Land Title Insurance Company			408.25
1104. Lender's title insurance to Westcor Land Title Insurance Company			
1105. Lender's title policy limit	\$	70,001.00	
1107. Agent's portion of the total title insurance premium	to Innovative Title and Escrow Services, LLC	\$	347.01
1108. Underwriter's portion of the total title insurance premium to Westcor Land Title Insurance Company			61.24
1109.			
1110.			
1111.			
1112.			
1113.			
1200. Government Recording and Transfer Charges			
1201. Government recording charges	to Cuyahoga County Fiscal Officer	(from GFE #7)	28.00
1202. Deed \$	Mortgage \$	Releases \$	Other \$
1203. Transfer taxes	to Cuyahoga County Fiscal Office		(from GFE #8)
1204. City/County tax/stamps	Deed \$	284.50	Mortgage \$
1205. State tax/stamps	Deed \$		Mortgage \$
1206.			
1207.			
1300. Additional Settlement Charges			
1301. Required services that you can shop for			
1302. BSC Equator Tech Fee	to Bank of America		(from GFE #6)
1303. Buyer Choice Fee	to Title 365		\$
1304. Buyer Premium	to Hudson and Marshall		\$
1305. Management Fee	to iServe		\$
1306. Auction Commission Fee	to Hudson and Marshall		\$
1307. Lien Search	to Property Debt Research		677.420
1308. Deed Prep	to Rosenberg LPA		60.00
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)			1,405.75
			7,266.05

\* Paid outside of closing by borrower(s), seller(s), lender(s), or title company(T)

\* Paid outside of closing by: B\* borrower, S\* seller, L\* lender, K\* broker, R\* branch, O\* other

**HUD-1 Attachment**

**Buyer(s):** Settebello, LTD

21380 Lorain Road

Fairview Park, OH 44126

**Seller(s):** The Bank of New York Mellon

**Settlement Agent:** Innovative Title and Escrow Services, LLC

(216)635-0870

**Place of Settlement:** 1440 Rockside Road, Ste. 310

Parma, OH 44134

**Settlement Date:** May 19, 2017

**Property Location:** 84 West Street

Berea, OH 44017

Cuyahoga County, Ohio

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

	<b>BORROWER</b>	<b>SELLER</b>
Title Examination	250.00	
to Innovative Title and Escrow Services, LLC		
Title Insurance Binder	100.00	
to Innovative Title and Escrow Services, LLC		
Settlement / Escrow Fee	275.00	
to Innovative Title and Escrow Services, LLC		
<b>Total</b>	<b>\$ 625.00</b>	<b>\$ 0.00</b>

**Owner's Title Insurance**

	<b>BORROWER</b>	<b>SELLER</b>
Owner's Policy Premium	408.25	
to Westcor Land Title Insurance Company		
<b>Total</b>	<b>\$ 408.25</b>	<b>\$ 0.00</b>

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.

Settebello, LTD  
an Ohio Limited Liability Company

The Bank of New York Mellon R/a The Bank of New York as successor Trustee to JPMorgan Chase Bank, NA as Trustee for the Noteholders of the CWHEQ Inc., CWHEQ Revolving Home Equity Loan Trust, Series 2005-1

BY: Angelo Russo

BY: \_\_\_\_\_  
ITS: \_\_\_\_\_

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.

Innovative Title and Escrow Services, LLC  
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.

**ACKNOWLEDGMENT OF RECEIPT OF SETTLEMENT STATEMENT**

**Buyer(s):** Settebello, LTD  
**Settlement Agent:** Innovative Title and Escrow Services, LLC  
(216)635-0870  
**Place of Settlement:** 1440 Rockside Road, Ste. 310  
Parma, OH 44134  
**Settlement Date:** 05/19/17  
**Property Location:** 84 West Street  
Berea, OH 44017

I/We have carefully reviewed all pages of the HUD-1 Settlement Statement and to the best of my/our knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my/our account or by me/us in this transaction. By signing this Acknowledgment of Receipt of Settlement Statement, I/We further certify that I/We have received a copy of all pages of the HUD-1 Settlement Statement. I/We also certify that we have received a complete copy of all documents signed in connection with this settlement transaction.

Settebello, LTD  
an Ohio Limited Liability Company

BY: Angelo Russo

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 will be received or were received and will be disbursed by the undersigned as part of the settlement transaction.

Innovative Title and Escrow Services, LLC  
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.

## DISBURSEMENT AUTHORIZATION

**SETTLEMENT DATE:** 05/19/17

**FILE NO.:** 17-04-3938P

**BUYER(S):** Settebello, LTD

**SELLER(S):** The Bank of New York Mellon

**SUBJECT PROPERTY:** 84 West Street  
Berea, OH 44017

This document is to certify that I/We are satisfied with the resolution of contingencies (if applicable) stated in our purchase contract, and that I/We authorize Innovative Title and Escrow Services, LLC to disburse funds and record documents on the above transaction. I/We also agree to hold Innovative Title and Escrow Services, LLC harmless from any action or liability pertaining to this matter.

Settebello, LTD  
an Ohio Limited Liability Company

BY: Angelo Russo

DATE: \_\_\_\_\_

**NOTICE OF AVAILABILITY AND OFFER  
OF CLOSING PROTECTION COVERAGE**

Seller:  
Buyer: Settebello, LTD  
Borrower:  
Lender:

Re: Licensed Agent: Innovative Title and Escrow Services, LLC  
Premises: 84 West Street, Berea, OH 44017  
Commitment/File No.: 17-04-3938P

**Notice of Availability of Closing Protection Coverage**

Pursuant to Ohio Revised Code Section 3953.32, you are hereby notified of the availability of Closing Protection Coverage in connection with the above-referenced transaction for the premium stated in the Offer of Closing Protection Coverage outlined below.

Closing or settlement of a real estate and/or mortgage loan transaction can be characterized as having two components. One component pertains to the title to the Premises and the title insurance policy therefore. The other component pertains to the handling of funds and documents by the Licensed Agent. A title insurance policy **does not** cover losses due to the mishandling of funds or documents by the Licensed Agent. However, Closing Protection Coverage, as outlined below, **does** provide such protection.

Description of Coverage: The Closing Protection Coverage indemnifies you against the loss of settlement funds resulting from any of the following acts of the Licensed Agent or anyone acting on behalf of the Licensed Agent, subject to certain conditions and exclusions specified in the Closing Protection Coverage Form:

- (1) Theft, misappropriation, fraud, or any other failure to properly disburse settlement, closing or escrow funds; and
- (2) Failure to comply with any applicable written closing instructions, when agreed to by the Licensed Agent.

You are covered by a Closing Protection Coverage Form only if it is specifically addressed to you. A copy of the Closing Protection Coverage Form is available upon request.

**I (We), the undersigned, hereby acknowledge receipt of this Notice of Availability of Closing Protection Coverage.**

**Settebello, LTD  
an Ohio Limited Liability Company**

**BY: Angelo Russo**

Date: \_\_\_\_\_

**Offer of Closing Protection Coverage**

Pursuant to Ohio Revised Code Section 3953.32, you are hereby offered Closing Protection Coverage in connection with the above-referenced transaction.

Premium Cost: The premium cost for the Closing Protection Coverage is \$40.00 for Lender; \$55.00 for Seller; \$20.00 for Buyer/Borrower; and \$20.00 for any other applicant for title insurance, and in no case shall the premium cost be less than \$40.00 for this coverage in any transaction.

**Acceptance of Offer/Declination of Offer**

I (We), the undersigned, acknowledge receipt of this Notice of Availability of Closing Protection Coverage and Offer of Closing Protection Coverage and

**DO** accept the said Offer \_\_\_\_\_

**DO NOT** accept the said Offer \_\_\_\_\_

If this Offer is accepted, the undersigned hereby agrees to pay the applicable premium.

Settebello, LTD  
an Ohio Limited Liability Company

\_\_\_\_\_  
BY: Angelo Russo

Date: \_\_\_\_\_

# BUYER(S) ESCROW AND CLOSING AGREEMENT

PROPERTY: 84 West Street  
Berea, OH 44017

FILE NO.: 17-04-3938P

I/We, the buyer(s) of the property described above, appoint Innovative Title and Escrow Services, LLC to be the closing and escrow agent on the purchase agreement between me/us and the seller(s).

## OBLIGATIONS OF INNOVATIVE TITLE AND ESCROW SERVICES, LLC:

We understand that by accepting this appointment, Innovative Title and Escrow Services, LLC agrees to:

Prepare and collect the documents and/or funds necessary for closing.

Arrange for the satisfaction of mortgages and other liens not assumed by the buyer(s).

Satisfy the requirements of the mortgage lender, if any.

See that the conditions and contingencies of the agreement are met.

Close the transaction on the agreed date by recording the title and financing documents.

Pay out the escrowed funds according to instructions as referenced by the settlement statement.

## OBLIGATIONS OF THE SELLERS:

In order close on the agreed date, I/We agree to fulfill any necessary requirements including the deposit of funds, if applicable, to meet the conditions of our purchase agreement. I/We understand that Innovative Title and Escrow Services, LLC can fulfill its promises only if I/we do so.

## MUTUAL UNDERSTANDING:

I/We agree the following conditions shall apply unless Innovative Title and Escrow Services, LLC has accepted written instructions otherwise.

## 1. ESCROWED FUNDS

Innovative Title and Escrow Services, LLC will deposit all funds escrowed for the purchase agreement transaction in an IOTA account pursuant to Ohio Revised Code section 3953.231 and 1349.20 to 1349.22. Unless specifically designated in writing, all funds shall be treated as "Non-Directed Escrow Funds" pursuant to the above referenced Ohio Revised Code Sections.

## 2. DEPOSITOR'S INSTRUCTIONS

Funds or documents deposited by others (such as the mortgage lender) are subject to that depositor's instructions so long as such are consistent with Ohio Revised Code sections 3953.231 and 1349.20 to 1349.22.

## 3. DEFAULT OR DISAGREEMENT

If Innovative Title and Escrow Services, LLC receives notice of a claim of default or disagreement by or between I/we, the seller(s) and buyer(s), they will not proceed until the dispute is resolved and they have received our joint instructions.

## 4. GOOD FAITH RELIANCE

Innovative Title and Escrow Services, LLC is entitled to rely on information it receives in good faith regarding taxes, insurance, rents and amounts necessary to release mortgages and other encumbrances including reserves and prepayment penalties.

## 5. PRORATIONS

Prorations will be made on the basis of a calendar year and the buyer will be considered the owner on the date title documents are filed for record. Prorations of real estate taxes will be on the basis of the amount shown on the last available County Treasurer's Tax Duplicate. Rents, utilities and other charges will not be prorated except on an amount jointly furnished in writing before closing.



**6. SETTLEMENT CHARGES (to be divided as follows only if purchase agreement does not specify)**

Seller(s) will be charged for one-half of the closing/escrow/settlement fee, one-half of the premium for the Owner's Policy of title insurance, title examination, deed preparation, county auditor's conveyance and transfer charges, real estate taxes due and payable at the time of closing, costs of satisfying liens and encumbrances not accepted or assumed by buyer(s), and anything required by or for seller(s) or not listed here.

Buyer(s) will be charged for one-half of the closing/escrow/settlement fee, one-half of the premium for the Owner's Policy of title insurance, title insurance binder, county recorder's charges for recording instruments of conveyance and loan documents, and anything required by or for buyer(s) or Lender not listed here.

**7. FINANCIAL RESPONSIBILITY**

The Buyer(s) recognize that there exists the possibility that the escrow agent may make a computation error, clerical error or miss an item when preparing the settlement statement and / or payoff figures for the purchase agreement transaction between buyer(s) and seller(s). In the event that an error is made, the party who should have been responsible for the charges pursuant to either the purchase agreement, lending documents or as a matter of custom or industry practice, will be charged for the said charges and agrees to promptly pay those charges or reimburse the escrow agent if the escrow agent advanced the charges so the transaction would close.

**8. REQUIREMENTS**

I/We agree to comply with any government requirements concerning the use, occupancy or transfer of the property, and hold Innovative Title and Escrow Services, LLC harmless from any failure to obtain consents, reports or proof of compliance with such requirements.

**9. NO RESPONSIBILITY**

I/We acknowledge that Innovative Title and Escrow Services, LLC has no responsibility for the transfer of possession of the property, the existence or conditions of buildings and improvements, the existence or condition of personal property, or the rights or parties in possession of the property.

Buyer(s) Dated: \_\_\_\_\_

Innovative Title and Escrow Services, LLC  
\_\_\_\_\_

Settebello, LTD  
an Ohio Limited Liability Company

BY: Angelo Russo  
\_\_\_\_\_



Title & Escrow Services LLC

1440 Rockside Road  
Suite 310  
Parma, Ohio 44134  
Phone: 216.635.0870  
Fax: 216.635.0874  
www.innovativetitle.net

### CLOSING AGREEMENT

In regard to the purchase of the subject property known as 84 West Street, Berea, OH 44017, I/We the undersigned referred to as "Buyer(s)," do hereby acknowledge and agree to the following:

1. That the Buyer(s) financial institution or Vendor reserves the right to correct any given payoff until they are in receipt of the payoff funds.
2. That the accuracy of information furnished to Innovative Title and Escrow Services, LLC, is not guaranteed by Innovative Title and Escrow Services, LLC, although every effort is made to ascertain this information accurately. The Buyer(s) further acknowledge that any payoff(s) obtained by Innovative Title and Escrow Services, LLC verbally and/or in writing may be subject to change.
3. In the event that the payoff figure(s) currently shown on the settlement statement provided at closing are insufficient to release any liens that will attach to this property, including but not limited to: state or federal tax liens, child support enforcement liens, I/We will remit the amount needed for release of such lien(s) within 48 hours of notification. If applicable, I/We agree to reimburse Innovative Title and Escrow Services, LLC for all additional interest which Innovative Title may pay to any secured lender, Vendor or lien holder on my/our behalf in order to obtain the necessary release or releases of any lien.
4. The Buyer(s) understand and agree if requested by Innovative Title and Escrow Services, LLC to fully cooperate and adjust all typographical or clerical errors only, discovered in any or all of the closing documentation presented at settlement. The undersigned agrees to appoint Innovative Title and Escrow Services, LLC as their attorneys-in-fact to correct any such errors, place my/our initials on documents where corrections are made, and/or sign our names to any document or form in connection with this loan transaction. In the event this procedure is utilized, the party involved shall be notified and shall receive a corrected copy of the changed or additional document.
5. The Buyer(s) recognize that there exists the possibility that the escrow agent may make a computation error, or clerical error when preparing the settlement statement or disbursing the real estate transaction. In the event of human or computer error, I/We agree that Innovative Title and Escrow Services, LLC may make such corrections at the time of disbursement. In the case that such error is discovered after disbursement, I/we agree to reimburse Innovative Title and Escrow Services, LLC within three (3) business days.

Settebello, LTD  
an Ohio Limited Liability Company

BY: Angelo Russo

Sworn and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_,  
(seal)

Notary Public

**CORRECTION AGREEMENT  
LIMITED POWER OF ATTORNEY**

Settlement Date: 05/19/17  
Subject Property: 84 West Street, Berea, OH 44017

The undersigned buyer, for and in consideration of the funding and approval and funding of its cash purchase, hereby grant Innovative Title and Escrow Services, LLC, as the settlement agent, a limited power of attorney to correct and/or execute or initial all typographical or clerical errors or omissions discovered in any of all of the documentation required to be executed by the undersigned. In the event this limited power of attorney is exercised, the undersigned will be notified and receive a copy of the document executed or initialed on their behalf.

This limited power or attorney shall automatically terminate 90 days after the settlement date of the purchase transaction.

IN WITNESS WHEREOF, the undersigned have executed this Limited Power of Attorney as of the date and year first above referenced.

Settebello, LTD  
an Ohio Limited Liability Company

BY: Angelo Russo

State of Ohio                                 )  
   )  
County of \_\_\_\_\_                    )

This Instrument was acknowledged before me by Angelo Russo this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

NOTARY PUBLIC

(NEAT)

My commission expires: