

Warranty Deed

KNOW ALL MEN BY THESE PRESENTS THAT

Seth Yates,
married

the Grantor, for valuable consideration therunto given, and for the sum of Ten Dollars (\$10.00) received to his full satisfaction of

New Heights South, LLC
a Florida Limited Liability Company

the Grantee, whose tax mailing address will be: 7114 Tradition Cove Ln W
West Palm Beach, FL 33412

DOES HEREBY GIVE, GRANT, BARGAIN, SELL AND CONVEY unto said Grantee, the following described premises:

Situated in the City of Warren, County of Trumbull and State of Ohio, and known as being Lot 44 Gilmer and Koch Addition to the City of Warren, as recorded in Volume 5 of Plats, Page 7, Trumbull County Records. Said lot has a frontage of about 65.75 feet on Parkman Street.

Permanent Parcel: 39-232515

Property Address: 635 Parkman Road, NW, Warren, OH 44485

Prior Instrument Reference: Instrument No. 20172280003862 of Trumbull County Records

TO HAVE AND TO HOLD the above premises, with the appurtenances therunto belonging, unto the said Grantee, its successors and/or assigns, forever.

AND THE SAID Grantor, for himself and his heirs, executors, and administrators, hereby covenants with the said Grantee, its successors and/or assigns that said Grantor is the true and lawful owner of said premises, is well seized of the same in fee simple, and has good right and full power to bargain, sell, and convey the same in the manner aforesaid; excepting therefrom only rights-of-way, easements, restrictions, reservations, encumbrances and conditions of record, taxes and assessments not yet due and payable, and zoning regulations; and further, that said Grantor will warrant and defend the same against all claims whatsoever except as provided herein.

And for valuable consideration Grace Yates, wife of Grantor does hereby remise, release, and forever quit-claim unto the said Grantee, its successors and/or assigns, all her right and expectancy of Dower in the above described premises.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands the _____ day of _____, 2017.

SIGNED AND ACKNOWLEDGED:

Grantors:

Seth Yates

Grace Yates

PROVINCE OF ONTARIO)
COUNTY)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **Seth Yates** and **Grace Yates** who acknowledged that they did sign this Warranty Deed and the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____, Ontario the _____ day of _____, 2017.

IN WITNESS WHEREOF

NOTARY PUBLIC

This Instrument Prepared By:

Abbie B. Leska, Esq.
1440 Rockside Road, Suite 310
Parma, OH 44134

RETURN TO: INNOVATIVE TITLE AND ESCROW SERVICES
1440 Rockside Road, Suite 310, Parma, OH 44134
PH: (216) 635-0870
FX: (216) 635-0874 **File No. 17-05-3694P**

ACKNOWLEDGMENT OF RECEIPT OF SETTLEMENT STATEMENT

Seller(s): Seth Yates and Grace Yates
Settlement Agent: Innovative Title and Escrow Services, LLC
(216)635-0870
Place of Settlement: 1440 Rockside Road, Ste. 310
Parma, OH 44134
Settlement Date: 05/12/17
Property Location: 635 Parkman Road NW
Warren, OH 44485

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.

Seth Yates

Grace Yates

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.

PROCEEDS DISBURSMENT AND FORWARDING ADDRESS

SELLER(S): Seth Yates and Grace Yates

SUBJECT PROPERTY: 635 Parkman Road NW, Warren, OH 44485

Any mortgage payoffs and/or judgment lien payoffs, will be overnighted directly to the lender and/or creditor via UPS from Innovative Title and Escrow Services, LLC upon filing of deed.

Any remaining sales proceeds will be overnighted directly to the seller(s) at the subject property address via UPS in the form of a check from Innovative Title and Escrow Services, LLC upon filing of the deed unless indicated otherwise below.

PLEASE CHECK ONE OF THE FOLLOWING:

_____ Overnight proceeds to the subject property address.

_____ Overnight proceeds to an alternate address.

Name of Person or Company: _____

Attention: _____

Street Address: _____

City, State, Zip: _____

_____ Pick up proceeds at Innovative Title and Escrow Services upon filing of deed.

Contact # for Innovative Title to call when check is ready: _____

_____ Wire proceeds to an account listed in the name of the seller(s).

Bank Name: _____

Account Number: _____

SELLER(S) FORWARDING ADDRESS: _____

Seth Yates

Grace Yates

DISBURSEMENT AUTHORIZATION

SETTLEMENT DATE: 05/12/17

FILE NO.: 17-05-3694P

BUYER(S): New Heights South, LLC

SELLER(S): Seth Yates and Grace Yates

SUBJECT PROPERTY: 635 Parkman Road NW
Warren, OH 44485

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.

SELLER: Seth Yates

SELLER: Grace Yates

DATE: _____

SELLER(S) ESCROW AND CLOSING AGREEMENT

PROPERTY: 635 Parkman Road NW
Warren, OH 44485

FILE NO.: 17-05-3694P

I/We, the seller(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 buyer(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 Seller(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.

Seller(s) Dated: _____

Innovative Title and Escrow Services, LLC

Seth Yates

Grace Yates

INNOVATIVE

Title & Escrow Services LLC

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

CLOSING AGREEMENT

In regard to the sale of the subject property known as 635 Parkman Road NW, Warren, OH 44485, I/We the undersigned referred to as "Seller(s)", do hereby acknowledge and agree to the following:

1. That the Seller(s) financial institution(s) reserve 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 Seller(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 for various reasons, including but not limited to: Seller(s) making an additional payment, stopping payment on a check, providing an insufficient funds check to a secured Lender, taking an advance on a credit line, or error in calculating the payoff by the Lender/Escrow Agent.
3. In the event that the payoff figure(s) currently shown on the settlement statement provided at closing are insufficient to release existing lien(s), including but not limited to: state or federal tax liens, judgment liens, property tax liens, delinquent property taxes, and/or mortgage liens on the aforementioned subject property, 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 and Escrow Services, LLC may pay to any secured Lender or lien holder on my/our behalf in order to obtain the necessary release or releases of any secured mortgage or other lien, if funds are insufficient to release existing mortgage lien(s), I/We authorize Lender (), if applicable, to deduct shortage from my/our escrow account at discretion of Lender and agree to hold Lender harmless from any liability pertaining to this matter.
4. In the event that the payoff funds is/are in excess of the amount needed for release of the lien(s) and/or mortgages, said Seller(s) are to receive such excess directly from the lien holder(s) after discovery of such excess, as provided by law.
5. In the event that there is/are a lien(s) on the aforementioned subject property that is/are inadvertently not listed as a payoff(s) on the settlement statement at the time of closing, I/We will remit the amount needed for such release of such lien(s) within 48 hours of notification and agree to hold Innovative Title and Escrow Services, LLC harmless from any action pertaining to the lien(s).
6. The Sellers(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 the event this procedure is utilized, the party involved shall be notified and shall receive a corrected copy of the changed or additional document.

7.

The Seller(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 loan 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.

Seth Yates

Grace Yates

Sworn and subscribed in my presence this _____ day of _____.

(seal)

Notary Public

CORRECTION AGREEMENT LIMITED POWER OF ATTORNEY

The undersigned seller(s), for and in consideration of the sale of 635 Parkman Road NW, Warren, OH 44485, 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 from the closing date of the undersigned's mortgage loan, 90 days from the first date of the home equity line of credit is made available to the undersigned or 90 days after the settlement date of a cash purchase.

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

Seller
Seth Yates

Seller
Grace Yates

Province of Ontario)
)
County of _____)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Seth Yates and Grace Yates, who acknowledge(s) that he/she/they did sign this instrument and the same is his/her/their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal
at _____, Ontario the _____ day of _____

My commission expires:

NOTARY PUBLIC

AFFIDAVIT OF TITLE

17-05-3694P

STATE OF _____
COUNTY OF _____

Now come Seth Yates, who being first duly sworn and cautioned, depose(s) and states(s) as follows:

1. That I/We are the fee simple owners(s) of the real property as described on Exhibit A, attached hereto.
2. That I/We are in full and exclusive constructive or actual possession of the property and there are no outstanding deeds, mortgages, leases, easements, contract of sale or equities of any kind not fully disclosed of record or unrecorded affecting the title to said real estate and that there are no parties in possession or entitled to possession other than the undersigned except: _____
3. That no work, labor or material has been furnished to or performed on said real estate which has not been fully and completely paid for; nor has any repair, alteration or improvement been fully completed in or about said real estate within the last ninety days for which the right to file a mechanic's or materialmen's lien might exist; nor has any unsatisfied claim for lien or claim for payment been made for labor or material furnished to said premises.
4. That there are no court proceedings or disputes with any parties concerning the boundary lines of said premises; that there are no encroachments upon said premises from adjacent properties nor encroachments of any improvement located on subject real estate upon adjoining land, except: _____
5. That there are no violations of governmental laws or ordinances pertaining to the use of said property.
6. That there are no unsatisfied or unreleased judgments or liens of record nor decrees of divorce, foreclosure, incompetency or bankruptcy nor court proceedings of any kind which would affect the title to said real estate, except: _____
7. That all real estate taxes on the property have been paid for prior years, and only the current year's taxes, which are not yet due, are outstanding and that there are no outstanding assessments against said real estate nor had any notice been received as to pending assessments except: _____
8. Neither the affiant(s) nor any member of the affiant's family, who has or in the past has had an interest in the premises, is or has been the recipient of Medicaid.
9. This Affidavit is made and given to Innovative Title and Escrow Services, LLC (Title Company) and Westcor Land Title Insurance Company (Underwriter) and the Lender, involved in this transaction, if any, as a partial inducement to title company and underwriter to issue a policy or policies insuring title to the Real Property and for the Lender, if any, to make a mortgage loan secured by the Real Property.

Further Affiant Sayeth Not.

Seth Yates

Grace Yates

SWORN TO BEFORE ME and subscribed in my presence this _____ day of _____, 2017.

Notary Public

Exhibit A

Situated in the City of Warren, County of Trumbull and State of Ohio, and known as being Lot 44 Gillmer and Koch Addition to the City of Warren, as recorded in Volume 5 of Plats, Page 7, Trumbull County Records. Said lot has a frontage of about 65.75 feet on Parkman Street.

Permanent Parcel: 39-232515

Property Address: 635 Parkman Road, NW, Warren, OH 44485

Closing Notice to Resale Purchaser

File Number 17-05-3694P

Our examination of title indicates you are the Seller of the property covered by our title commitment. We have been advised that you are now selling the property and that an owners policy of title insurance is to be issued.

If this is a resale within 10 years you may be entitled to a reduced premium. Please discuss whether you are eligible for a discounted premium with the Title Closer at this closing.

To determine eligibility for a discounted premium, please provide the title closer with:

- A copy of any title insurance policy that has been issued for the property within the past 10 years, or
- A closing statement confirming payment of a premium for the prior title insurance policy and the policy amount.

Please acknowledge your understanding of all of the above signing below.

Date: _____

Seller:

Seth Yates

Grace Yates

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

Seller: Seth Yates and Grace Yates

Buyer:

Borrower:

Lender:

Re: Licensed Agent : Innovative Title and Escrow Services, LLC

Premises: 635 Parkman Road NW, Warren, OH 44485

Commitment/File No.: 17-05-3694P

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.

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 (select choice)

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.

Signed: _____
Seth Yates

Signed: _____
Grace Yates

Date: _____

A lender's closing instructions requiring Closing Protection Coverage is deemed to be its acknowledgement of receipt of the Notice of Availability of Closing Protection Coverage and its acceptance of the Offer of Closing Protection Coverage.