

CHICAGO TITLE COMPANY, LLC  
CLOSING INSTRUCTIONS

Order No.: 18190145

Buyer

Seller

Refinance

2nd Mortgage

Date of Closing: \_\_\_\_\_

*DocuSign*

Time of Closing: \_\_\_\_\_

Location of Closing: \_\_\_\_\_

Buyer/Borrowers Name: Auday Abdulla

Phone: (216)413-0254

Sellers Name: Hooks Handyman Service LLC, a New York limited liability company

Phone: 716-472-1123

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

Papers Needed: ASAP

Special Instructions:

Funds in the amount of \$ 18,634.<sup>86</sup> wire made payable to Chicago Title Company, LLC.

Copy of Insurance and paid receipt.

Photo ID/Identification Certificate.

Additional Information: \_\_\_\_\_

Closer: Bonny McDaniel

Phone: 216-694-6435

Email: bonny.mcdaniel@ctt.com

# Chicago Title Company, LLC

10883 Pearl Rd, Suite 202, Strongsville, OH 44136-3359  
Phone: 440-846-0919 | FAX: 440-846-0818

## BUYER'S STATEMENT

**Settlement Date:** February 28, 2018  
**Disbursement Date:** February 28, 2018

**Escrow Number:** 18190145  
**Escrow Officer:** Bonny McDaniel

**Buyer:** Auday Abdulla  
3116 West 50 Street  
Cleveland, OH 44102

**Seller:** Hooks Handyman Service LLC, a New York limited liability company  
310 Deerwood Lane  
Grand Island, NY 14072

**Property:** 3244 West 50th Street  
Cleveland, OH 44102  
Parcel ID(s): 016-10-157

	\$	DEBITS	\$	CREDITS
<b>FINANCIAL CONSIDERATION</b>				
Sale Price of Property		18,000.00		
<b>PRORATIONS/ADJUSTMENTS</b>				
County Taxes at \$882.64		01/01/18 to 02/28/18 (\$882.64 / 364 X 58 days)		140.64
<b>TITLE &amp; ESCROW CHARGES</b>				
Title - Closing Fee	Chicago Title Company, LLC		375.00	
Commitment	Woodland Title Agency, LLC		75.00	
Title - Shipping/ Handling Service Fee	Chicago Title Company, LLC		50.00	
Title - Special Tax Search Fee	Woodland Title Agency, LLC		60.00	
Title - Update Service Fee	Chicago Title Company, LLC		50.00	
Title - Wire Service Fee	Chicago Title Company, LLC		50.00	
Title - Owner's Title Insurance	Woodland Title Agency, LLC		87.50	
Policies to be issued:				
Owners Policy				
Coverage: \$18,000.00	Premium: \$175.00	Version: ALTA Owner's Policy 2006 - OH		
		(12/01/2015)		
<b>GOVERNMENT CHARGES</b>				
Recording Fees	Recorder's Office		28.00	
<hr/>				
<b>Subtotals</b>			18,775.50	140.64
<b>Balance Due FROM Buyer</b>				18,634.86
<b>TOTALS</b>			18,775.50	18,775.50

I have carefully reviewed the 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 Settlement Statement.

BUYER:

\_\_\_\_\_  
Auday Abdulla

I have caused or will cause the funds to be disbursed in accordance with the Statement which I have prepared.

To the best of my knowledge, the 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.

\_\_\_\_\_  
*Bonny McDaniel*

Chicago Title Company, LLC  
Settlement Agent



**Date:** February 4, 2018  
**Order No.:** 18190145  
**Buyer(s):** Auday Abdulla  
**Seller(s):** Hooks Handyman Service LLC, a New York limited liability company  
**Property:** 3244 West 50th Street, Cleveland, OH 44102

Chicago Title Company, LLC (hereinafter known as "The Company") has been requested to perform escrow services in the above matter by the parties following terms and conditions which are hereby agreed to by the parties:

1. In the event that notice is given to The Company of a default, non-performance, or dispute between the parties, The Company may notify all parties that it shall not complete the escrow until and unless the event is resolved. The Company shall be entitled, at its sole discretion, to require that the resolution of the event be evidenced by a writing or writings executed by all the parties.

The Company may also, at its sole discretion in the event of a default, non-performance or dispute between the parties:

- a. Terminate the escrow, provided The Company gives written notice to the parties. Written notice shall be deemed to have been given upon the mailing by The Company of a certified mail letter, return receipt requested, to each party. The Company may rely upon such addresses as are provided to The Company by a purchase agreement (or other similar instrument), or by the parties directly to The Company. If such address is different from the purchase agreement, The Company may also give such notice by mailing a letter in the manner as aforementioned to any person or entity, whom it reasonably believes to be acting in a Fiduciary Relationship with a party. Termination of the escrow pursuant to this paragraph shall occur no sooner than fourteen (14) business days after the mailing of the certified letter or letters. If the escrow is terminated under this provision, The Company shall promptly return all funds and documents to the party or parties who have submitted same to escrow.
  - b. Alternatively, The Company may, at its sole discretion, file an "interpleader" action with a court of competent jurisdiction requesting that the court determine to whom all funds and documents should go. In this event, The Company shall be entitled to charge all costs of such action to the funds being held in escrow, regardless of any claims of any party to ownership of such funds.
  - c. In all events, the parties hereto shall indemnify and hold The Company harmless from any claim, loss or damage incurred by reason of The Company's exercise of discretion pursuant to this paragraph, as well as its other actions taken pursuant to this document and such other documents in escrow as are agreed by the parties.
2. The Company shall be liable only for such funds and instruments that are actually deposited and received by The Company into escrow. The Company shall have a lien on all funds and instruments that are deposited into escrow, to secure payment of fees and costs incurred while performing the escrow functions.
  3. To facilitate the referenced closing, the undersigned, do(es) hereby authorize, direct and instruct The Company to deposit all funds received and/or to be received, from or on behalf of the undersigned, in an account for the benefit of the undersigned, in a Depository of The Company's choosing. All costs associated with, interest accruing from or other benefit derived from such deposit shall be the sole responsibility and/or property of, and may be retained by The Company.
  4. Unless agreed to by The Company, any funds deposited with it shall not bear interest. The Company shall deposit funds at the financial institution of The Company's choice unless otherwise instructed by the parties and agreed to by The Company. In the event of the insolvency of the financial institution, The Company shall not be liable for payment of funds due to such insolvency or due to a suspension of payments by such financial institution.
  5. THE COMPANY SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE RESULTING FROM, AND ASSUMES NO RESPONSIBILITY FOR, THE FOLLOWING:
    - a. validity, collectability, genuineness of signature, negotiability or marketability of any stocks, bonds, currency, passbooks, checks, documents, or negotiable instruments deposited in escrow;
    - b. any mechanics' liens which may be filed against the property, which is the subject of the transaction;
    - c. the existence, condition or identity of any building, fixtures or improvements located or alleged to be located upon the property;
    - d. any matter concerning any personal property alleged to be conveyed in connection with this escrow;
    - e. rights of any party in possession to the subject property unless such rights are revealed pursuant to a title examination conducted by The Company;
    - f. any restrictions upon the use of the property imposed by any governmental authority;
    - g. the identity of parties or the sufficiency of any agency;

## STANDARD CONDITIONS AND ACCEPTANCE OF ESCROW

(continued)

- h. any agency created at the direction of a party to this escrow concerning anything required to be done for its completion by anyone other than The Company;
  - i. delivery of possession of the subject property;
  - j. the existence or location of legal highways or improvements on or adjacent to the property or any conditions or quantity of acreage notwithstanding any survey;
  - k. delay of this escrow due to fires, acts of God, acts of governmental authorities, strikes, or any other cause beyond the control of The Company;
  - l. any examination, adjustment or payment of special taxes or assessments or respreads of assessments of any kind or any additions hereafter made, including adjustments due to the actions of the Board of Revision, the Board of Tax Appeals, and/or any court;
  - m. any good faith act or forbearance by The Company;
  - n. the legal effect or desirability of any instrument exchanged by the parties or deposited in escrow by the parties.
6. Where the holder of a Mortgage requires the consent for the assumption thereof, The Company may withhold filing of documents until such consent is furnished or the written waiver of such consent is furnished by the parties. If Title is being conveyed subject to a mortgage and the principal balance is greater or smaller than the amount recited in the instructions, such differences shall be adjusted by the parties in the escrow.
7. If a purchase agreement (or similar instrument), which has been agreed upon by the parties, provides for the payment of a commission, The Company shall pay such commission promptly upon the closing of the subject transaction notwithstanding any instructions given to The Company after the execution of this document by the party responsible for the payment of such commission, unless restrained by a court order. In this regard, the parties hereto agree that an irrevocable assignment of proceeds to the extent of such commission is hereby given by the party or parties responsible under the purchase agreement (or by any other agreement, in writing, given to The Company and executed by a party taking responsibility for such payment) to such broker or brokers for the amount of such commission, provided such commission can be calculated by The Company pursuant to the terms of the purchase agreement or other writing.
8. Phrases such as "to date of transfer", "as of date of filing" and the like shall be construed to mean to and including the date the title documents are filed for record. For the purpose of prorations, the seller shall be considered the Owner through the date of title transfer. Adjustments shall be made on a thirty (30) day month basis. The company shall not make adjustments for any charges for gas, heat, electricity, sewage disposal and other utility charges, if any, unless the parties furnish in writing a mutually agreed upon exact amount for the adjustment, prior to the filing of documents for record. If the final water bill has not been paid, The Company may, in its sole discretion, withhold until proof of payment of such bill has been submitted to The Company. In the event the amount is not sufficient to pay such final bill, The Company shall not be liable for such insufficiency. Information secured by The Company regarding taxes, assessments, insurance, rents, interest and the balances due on any encumbrances or mortgages, including any prepayment penalties, if any, may be relied upon in making payments or adjustments and shall be conclusive against the parties. In a sale transaction, taxes and assessments shall be prorated on a three hundred sixty-five (365) day year basis, using the amount shown on the last available county treasurer's tax duplicate that has been certified by the county auditor as of the date of title transfer. **IN THE EVENT THAT CURRENT REAL ESTATE TAXES HAVE BEEN REDUCED AS SHOWN ON THE LAST AVAILABLE COUNTY TREASURER'S TAX DUPLICATE, WHICH HAS BEEN CERTIFIED BY THE COUNTY AUDITOR AS OF THE DATE OF TITLE TRANSFER, INCLUDING, BUT NOT LIMITED TO, THE SELLERS ENTITLEMENT TO A HOMESTEAD EXCEPTION UNDER SECTIONS 323.151 THROUGH 323.157 OF THE OHIO REVISED CODE, ADJUSTMENT OF TAXES IN THIS ESCROW SHALL BE MADE ON THE BASIS OF SUCH REDUCED AMOUNT UNLESS THE PARTIES HERETO INSTRUCT THE COMPANY OTHERWISE.**
- The Company shall not be responsible for adjustment to taxes due to the subject premises being agricultural land pursuant to Section 5713.30 and other applicable statutes, unless the parties hereto instruct The Company otherwise. In all events, adjustment of taxes and assessments shall be made on the basis of the net amount shown on the last available tax duplicate.
9. The Company is not required to commence any title examination until all funds and documents necessary to the completion of this transaction shall have been deposited into escrow. Unless specifically instructed, The Company shall not be obligated to conduct a special tax search or to order a survey or location service for the subject property.
10. Unless otherwise instructed, The Company shall charge the seller with the following items:
- Examination of title and title evidence, transfer (conveyance) fee; one-half (1/2) of the escrow fee, all taxes and assessments attributable to the real estate for the period in which seller owned the subject premises through the date of closing, and the costs of satisfying all record liens and encumbrances not specifically assumed by buyer, according to written instructions. The cost of any extraordinary services or expenses shall be borne by the party benefited thereby, including but not limited to messenger fees, wire fees, long-distance telephone calls and taxes, copying charges beyond those to be normally expected, and overnight delivery of documents. The Company shall be entitled to but not obligated to reduce its fees to one (1) party or another without being required to reduce its fees to all parties.

## STANDARD CONDITIONS AND ACCEPTANCE OF ESCROW

(continued)

11. The Company shall not file the deed nor disburse funds until it receives a mechanics' lien affidavit from the seller or original contractor pursuant to any applicable section of Chapter 1311 of the Ohio Revised Code, or as otherwise reasonably required by The Company, and in the case of new construction, has deposited an acceptance letter into escrow.
12. In the event that the subject property is located within a municipality which has enacted ordinances requiring escrow Agents to receive statements, make payments, secure receipts or other documents from the parties, precedent to closing or disbursement of funds, the parties promise to comply with the provisions of such ordinances and to hold The Company harmless for any breach of such duties.
13. The Company is authorized to charge an annual fee of One Hundred And No/100 Dollars (\$100.00) per escrow file which has not closed within one (1) year of its commencement. Such fees may be deducted from the deposits held in this escrow.
14. These Standard Conditions and Acceptance of Escrow shall only apply in the absence of any specific escrow instruction to the contrary. In case of conflict, the specific instructions of the parties to The Company shall prevail, save the provisions of paragraph 1 and 6 herein. This document may be executed in several counterparts, all of which shall be deemed to an original document. In cases of refinances, the term "seller" or "buyer" shall be deemed to mean "Borrower".
15. The terms hereof are binding upon the undersigned and The Company and their respective heirs, executors, administrators, successors and assigns.
16. **PAYOFF AUTHORIZATION: THE UNDERSIGNED AGREE AND CONFIRM TO ANY LENDER RELATIVE TO THE SUBJECT PROPERTY THAT A COPY OF THIS ESCROW ACCEPTANCE HEREBY CONSTITUTES AUTHORIZATION FOR YOU TO IMMEDIATELY RELEASE TO COMPANY, ANY INFORMATION THEY MAY NEED IN ORDER TO COMPLETE THE SALE OR REFINANCE OF THE PROPERTY SET OUT ABOVE. THIS MAY INCLUDE, BUT IS NOT LIMITED TO, MORTGAGE PAYOFF, EQUITY LINE PAYOFF, ANY OTHER TYPE OF DEBT OR LIEN INFORMATION NEEDED FROM THE ATTORNEY GENERAL OF THE STATE OF OHIO OR ANY OTHER GOVERNMENTAL AGENCY, AND INFORMATION ABOUT ANY ESCROW ACCOUNTS WE MAY HAVE FOR TAXES AND INSURANCE WITH A LENDER. IF THIS IS AN EQUITY LINE OF CREDIT, I/WE HEREBY REPRESENT TO YOU THAT THERE ARE NO OUTSTANDING CHECKS ON MY CREDIT LINE AND THAT I/WE HAVE DESTROYED OR RETURNED ALL UNUSED CHECKS AND/OR CREDIT CARDS TO THE EQUITY LINE LENDER. I/WE AGREE TO HOLD SAID LENDER AND/OR COMPANY HARMLESS FROM ANY LIABILITY OR DAMAGE IT MAY SUFFER SHOULD THESE REPRESENTATIONS PROVE TO BE UNTRUE. I/WE AUTHORIZE SAID LENDER TO CLOSE OUT MY EQUITY LINE OF CREDIT ACCOUNT AND RELEASE THE SECURITY INTEREST IN THE PROPERTY. I/WE AGREE NOT TO WRITE ANY FURTHER CHECKS ON THIS ACCOUNT. I/WE AUTHORIZE YOU TO RELEASE THE INFORMATION NEEDED TO COMPLETE THE SALE OR REFINANCE OF THE PROPERTY SET OUT ABOVE TO COMPANY, AS ESCROW AGENT, AS IF I/WE WERE REQUESTING SAID INFORMATION OURSELVES. THE UNDERSIGNED ALSO ACKNOWLEDGES THAT IN THE EVENT THE COMPANY HAS PREPARED A PRELIMINARY CLOSING STATEMENT AND NOT ALL THE INFORMATION HAS BEEN PROVIDED TO THE COMPANY AND/OR THE INFORMATION HAS CHANGED, THE UNDERSIGNED AGREES TO SIGN A FINAL CLOSING STATEMENT THAT REFLECTS THE ACTUAL RECEIPTS AND DISBURSEMENTS.**

Any sum remaining in escrow ninety (90) days after closing, other than funds held for a specified escrow purpose, shall be subject to a monthly service charge by The Company. This monthly charge shall be equal to five percent (5%) of the deposit amount as it exists on the ninetieth (90th) day after closing. In no event shall the charge be less than Ten And No/100 Dollars (\$10.00) per month.

This document shall not be considered to in any manner change any sales agreement as between the parties and shall not be considered to create any contractual relations between the parties.

17. **DIRECTED FUNDS:** Unless specifically otherwise agreed to by The Company, and notwithstanding any other provision of this document to the contrary, the parties hereto hereby direct The Company to deposit any funds delivered to it hereunder (without accompanying written instruction to either deposit such funds in an account for the benefit of a specific person or to pay the interest earned on such funds to a specific person) in an account for the benefit of The Company, and agree that The Company may at its option, retain any interest paid by any depository institution accrued on such funds. Any such retention by The Company shall be considered to be done to reduce the escrow Fees that may be charged to the parties.
18. The parties hereby acknowledge and agree that because certain county auditors require a copy of the purchase agreement for purposes of transferring the real estate from the current title holder's name to the grantee's name in the county tax records and to verify the purchase price under the purchase agreement, The Company is hereby authorized by the parties to provide a copy of the purchase agreement (or similar agreement) to the county auditor's office.

**STANDARD CONDITIONS AND ACCEPTANCE OF ESCROW**  
(continued)

19. **EXCLUSIVE CLAIMS REMEDY:** The undersigned and The Company agree: (a) that any claim under this escrow agreement must be made within four (4) years of the date of this document; (b) that except for claims described in Paragraph 1(b) hereof, if the undersigned and The Company are unable to resolve any claim, then the claim shall be determined exclusively under an arbitration pursuant to the Commercial Rules of the American Arbitration Association as modified in rules adopted by the American Land Title Association then in effect, and the claim cannot be part of any class action litigation and/or class arbitration proceeding; (c) that The Company will advance the charges of the American Arbitration Association, but the arbitrator shall determine the allocation of the costs as well as the payment of attorney fees by the prevailing party; (d) an award in the arbitration proceeding may be entered as a final, non-appealable judgment in any court having jurisdiction of any party; and (e) a copy of Arbitration Rules may be obtained by contacting the American Arbitration Association.
20. **NON-RESIDENT ALIEN.** The Foreign Investment in Real Property Tax Act (FIRPTA), Title 26 U.S.C., Section 1445, and the regulations there under, provide in part, that a transferee (buyer) of a U.S. real property interest from a foreign person must withhold a statutory percentage of the amount realized on the disposition, report the transaction and remit the withholding to the Internal Revenue Service (IRS) within twenty (20) days after the transfer. The Company will not determine nor aid in the determination of whether the FIRPTA withholding provisions are applicable to the subject transaction, nor act as a Qualified Substitute under state or federal law, nor furnish tax advice to any party to the transaction. The Company will not determine nor aid in the determination of whether the transaction will qualify for an exception or an exemption and is not responsible for the filing of any tax forms with the IRS as they relate to FIRPTA, nor responsible for collecting and holding of any documentation from the buyer or seller on the buyer's behalf for the purpose of supporting a claim of an exception or exemption. The Company is not an agent for the buyer for the purposes of receiving and analyzing any evidence or documentation that the seller in the subject transaction is a U.S. citizen or resident alien. The Company is not responsible for the payment of this tax and/or penalty and/or interest incurred in connection therewith and such taxes are not a matter covered by the Owner's Policy of Title Insurance to be issued to the buyer. The Company is not responsible for the completion of any IRS documents or related forms related to the referenced statute. The buyer is advised: they must independently make a determination of whether the contemplated transaction is subject to the withholding requirement; bear full responsibility for compliance with the withholding requirement if applicable and/or for payment of any tax, interest, penalties and/or other expenses that may be due on the subject transaction; and they are responsible for the completion of any and all forms, including but not limited to applicable IRS documentation, and the mailing of those forms. The Buyer is advised any forms, documents, or information received from The Company is not tax or legal advice and should not be construed as such nor treated as a complete representation of FIRPTA requirements. Buyer should seek outside counsel from a qualified individual to determine any and all implications of the referenced statute.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

**BUYER(S):**

\_\_\_\_\_  
Auday Abdulla

\_\_\_\_\_  
Date

**SELLER(S):**

Hooks Handyman Service LLC, a New York limited liability company

BY: \_\_\_\_\_  
Justin Canazzi  
Member

\_\_\_\_\_  
Date

**WHY THE ALTA (Rev. 02-03-10) HOMEOWNER'S POLICY OF TITLE INSURANCE?**  
(A Comparison of Title Policies)

Order No.: 18190145

Protection from financial loss due to the following.....	ALTA '06 Owner's Policy	ALTA Homeowner's (Rev. 09-01-14)
<b>Ownership Title:</b> Another party claiming an ownership in your home	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Public Record Errors:</b> Issues relating to an improperly signed document or a document recorded inaccurately at the County Recorder's office.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Fraud and Forgery:</b> Another party having rights in your property arising from forgery or false impersonation.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Undisclosed Heirs:</b> An unknown heir claims an ownership interest in your home.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Liens:</b> A creditor of the previous owner attempting to enforce a lien.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Access:</b> Discovering you do not have legal access to your home.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Subdivision Law:</b> Loss from a violation of a subdivision law, resulting in the inability to obtain a building permit. *		<input checked="" type="checkbox"/>
<b>Building Permit:</b> If you are forced to remove or remedy your existing structures, <u>other than boundary walls and fences</u> because it was constructed without obtaining a proper building permit. *		<input checked="" type="checkbox"/>
<b>Zoning:</b> If you are required to remove or remedy your existing structures <u>other than boundary walls and fences</u> due to a violation of a zoning law. *		<input checked="" type="checkbox"/>
<b>Encroachment:</b> (your structures on neighbor's property) Your neighbor forces you to remove an existing structure, which encroaches onto a neighbor's land. Boundary walls or fences are subject to a deductible.*		<input checked="" type="checkbox"/>
<b>Encroachment:</b> (neighbor's existing structures encroaching on your property) Your property becomes unmarketable because someone refuses to perform a contract to purchase, lease it, or make a mortgage loan due to your neighbors structure encroaches on your land.		<input checked="" type="checkbox"/>
<b>Encroachment:</b> (neighbor's creating encroachments after closing) If your neighbor builds any structures <u>after</u> the Policy Date, <u>other than boundary walls and fences</u> , which encroach on your land.		<input checked="" type="checkbox"/>
<b>Encroachment:</b> (your structures encroaching an easement) If you are forced to remove a structure which encroaches onto an easement or over a building set-back line.		
<b>Easements:</b> Loss arising from damage to an existing structure due to the exercise of a right to maintain or use the easement.		<input checked="" type="checkbox"/>
<b>Surface Extraction:</b> Loss from damage to existing improvements due to the future right to use the surface of the land for the extraction or development of minerals or water.		<input checked="" type="checkbox"/>
<b>Covenants, Conditions, Restrictions:</b> If you are forced to remove or correct a violation by a previous owner except as to maintenance, repair or environmental protection of any kind.		<input checked="" type="checkbox"/>
<b>Supplemental Taxes:</b> Supplemental or "roll back" taxes for a period before the policy date.		<input checked="" type="checkbox"/>
<b>Continuation of Coverage:</b> Provides continuing ownership coverage to a spouse who receives title upon dissolution of marriage.		<input checked="" type="checkbox"/>
<b>Automatic Increased Coverage:</b> Policy liability coverage increases ten percent (10%) per year for five (5) years to a maximum of one hundred fifty percent (150%) of the initial policy amount.		<input checked="" type="checkbox"/>

\* Coverage is limited to deductibles and maximum dollar amounts of liability.

The coverage provided by both the ALTA 2006 Owner's Policy and the ALTA Homeowner's Policy have been explained to the undersigned.

- I/We hereby choose to purchase the ALTA 2006 Owner's Policy.  
 I/We hereby choose to purchase the ALTA (Rev. 09-01-14) Homeowner's Policy.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

\_\_\_\_\_  
Auday Abdulla

\_\_\_\_\_  
Date



**CHICAGO TITLE  
COMPANY**

**REMOVAL OF CONTINGENCIES**

**Order No.:** 18190145  
**Date:** February 28, 2018  
**Property:** 3244 West 50th Street, Cleveland, OH 44102

To whom it may concern:

We, the undersigned, do hereby acknowledge that any and all repairs, inspections, contingencies, or other conditions previously required in connection with the purchase of the above referenced property, have been met and taken care of to our satisfaction.

We therefore accept the property and give the Escrow/Closing Agent permission to close this transaction. In the event that any inspection and/or repairs, required by the Sales Agreement and/or Offer to Purchase have not been completed, the undersigned expressly and affirmatively waives said inspection and/or repair requirement. The undersigned acknowledges the existence of any inspections available for the above referenced premises, the undersigned having elected the type(s) of inspections of the premises, waive their right to any other inspection available.

Further, the undersigned agree to indemnify, save and hold harmless, Chicago Title Company, LLC, any lender, and any other real estate broker or real estate agent involved in the sale of the above referenced premises from any and all costs and/or expense incurred in the future with regard to any further inspections and/or repairs, and/or the failure to obtain said inspections.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Hooks Handyman Service LLC, a New York limited liability company

BY: \_\_\_\_\_  
Justin Canazzi  
Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Auday Abdulla

\_\_\_\_\_  
Date





**CHICAGO TITLE  
COMPANY**

**AUTHORIZATION TO DEPOSIT FUNDS**

**Date:** February 28, 2018  
**File No.:** 18190145  
**To:** Chicago Title Company, LLC  
**Property:** 3244 West 50th Street, Cleveland, OH 44102

In order to facilitate the referenced closing, the undersigned, do(es) hereby direct, authorize, and instruct Chicago Title Company, LLC, (the Company) to deposit the funds received or to be received, from or on behalf of the undersigned, in an account for the benefit of the undersigned, in a depository which the Company may select. Funds deposited shall not bear interest.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

**BUYER(S)/BORROWER(S):**

\_\_\_\_\_  
Auday Abdulla

\_\_\_\_\_  
Date

**SELLER(S):**

Hooks Handyman Service LLC, a New York limited liability company

BY: \_\_\_\_\_  
Justin Canazzi  
Member

\_\_\_\_\_  
Date

**AFFIDAVIT OF IDENTIFICATION**

STATE OF \_\_\_\_\_

Order No.: 18190145

COUNTY OF \_\_\_\_\_

The undersigned hereby certify that the forms of identification shown below or attached hereto were obtained from the signers of the deed or mortgage for the property known as: 3244 West 50th Street, Cleveland, OH 44102.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

\_\_\_\_\_  
Auday Abdulla

Form of I.D.: \_\_\_\_\_

I.D. No.: \_\_\_\_\_

Issued: \_\_\_\_\_

Expires: \_\_\_\_\_

I certify that I requested the above described identification of the signers.

\_\_\_\_\_  
Notary Public

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

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.

016-10-157		
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**FOR COUNTY FISCAL OFFICER USE ONLY**

Type Instrument	Deed	Tax List Year	2017	County Number	<b>18</b>	Tax Dist. Number		Date	
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Property Located in Cleveland Taxing District

Name on Tax Duplicate Hooks Handyman Service, LLC Tax Duplicate Year 2017

**PERMANENT PARCEL NO.**

Description

016-10-157		
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Platted  Unplatted

**SUBLOT NO: 445**

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
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 Hooks Handyman Service LLC, a New York Limited Liability Phone: 716-472-1123
- Grantee's Name Auday Abdulla Phone: 216-413-0254
- Grantee's Address 3116 West 50th Street, Cleveland, OH 44102
- Address of Property 3244 West 50th Street, Cleveland, OH 44102
- Tax Billing Address 3244 West 50th Street, Cleveland, OH 44102
- 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) ..... \$ 18,000.00  
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) ..... \$ 18,000.00  
g) Name of Mortgagee Cash Deal  
h) Type of Mortgage  Conv.  F.H.A.  V.A.  Other: \_\_\_\_\_  
i) 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 2½% 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.**

Auday Abdulla  
PRINTED NAME OF GRANTEE or REPRESENTATIVE 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 Chicago Title and received by the **Cuyahoga County Auditor**

COUNTY AUDITOR



**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: COD18-00782  
 Fee: \$0.00

**PART A: TO BE COMPLETED BY ESCROW/TRANSFERRING AGENT**

<b>Property Address: 3244 W 50 ST</b> Permanent Parcel Number: 01610157 Sub Lot No: _____ <b>Seller's Name(s): Hooks Handyman Service LLC, a New York limited</b> Address: 310 Deerwood Lane Grand Island NY 14072 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>	<b>Name, Business Address, Telephone Number, State License Number for all Real Estate Agents and/or Brokers involved in this transaction.</b> (Attach a separate sheet of paper if necessary.)
<b>Purchaser's Name(s): AUDAY ABDULLA</b> Address: 3116 West 50th Street Cleveland OH 44102 Telephone Number: 2164130254 <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>	<b>Name, Business Address, Telephone Number of the first and, if applicable, subsequent mortgagee.</b> (Attach a separate sheet of paper if necessary.)
<b>Appraiser's Name: N/A N/A N/A</b> Business Name: N/A Business Address: N/A Telephone Number: _____ License Number: _____ State Certification Number: _____	<b>Name, Address, Telephone Number of any/all assignees.</b> (Attach a separate sheet of paper if necessary.)
<b>Loan Originator's Name:</b> Business Name: _____ Business Address: _____ Telephone Number: _____	<b>Was Purchase Agreement Signed?</b> Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Title Company's Name: CHICAGO TITLE</b> Business Address: 10883 Pearl Road Telephone Number: _____	

*I, hereby, attest the above information is true to the best of my actual knowledge this \_\_\_\_\_ day of \_\_\_\_\_.*

Escrow/Transferring Agent \_\_\_\_\_

*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
-------	------	-------	------

*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) 664-2826*

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

1. Property Address: <u>3244 W 50 ST</u> 2. Permanent Parcel Number: <u>01610157</u> 3. Sub Lot No: _____ 4. Legal authorized use of property? <u>SINGLE FAMILY</u> 5. How many structures on lot? <u>1</u> 6. Is property new construction?      Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, year built. _____ 7. Has Certificate of Occupancy been issued?      Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, when? _____	8. Is property in an Historic District?*      Yes <input type="checkbox"/> No <input type="checkbox"/> 9. Is property condemned?      Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, when? _____ 10. Has property ever been condemned?      Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, when? _____ 11. Are there any current (within last 2 years) reported violations on property?      Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, attach Violation Notice(s).
--	--

*I, hereby, attest the above information is true this 15 day of February, 2018.*

*A. Blue Donald*  
 Ayonna Donald, Interim 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.

Purchaser	Date	Purchaser	Date
Notary Public			



**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: COD18-00782  
Fee: \$0.00

If violations and/or a condemnation history is found on the referenced property, the Purchaser shall sign the current Violation Notice and/or condemnation history as attachments to the purchase agreement and those documents are to be forwarded to Records Administration in Room 517 along with a signed copy of Parts A through D of the Certificate of Disclosure Application for filing.

If no violations and/or condemnation history is found on the referenced property, the signed Certificate of Disclosure Application will be mailed to the Escrow Agent.

***It is the responsibility of the Escrow Agent to mail the Certificate of Disclosure Application with the Purchaser's signature acknowledging receipt to the City of Cleveland within 5 working days.***

The processing fee of \$60.00 must accompany the Certificate of Disclosure Application. If the processing fee is not enclosed, the application process will not be completed. Any questions can be directed to the Records Administration at (216) 664-2826.

Note: For all rental properties, the rental fees must be current before the Certificate of Disclosure Application is released. Any delinquencies must be collected at this time.

*Ordinance #1864-01 mandates the completion of the Certificate of Disclosure form for all 1-4 family unit transactions prior to the sale or disbursement of funds.*

*Violation of this Housing Code is a penalty of not less than \$50.00 and no more than \$500.00 for the first offense, and for a second or subsequent offense shall be fined not less than \$100.00 or no more than \$1,000.00 or imprisoned for not more than six months or both. A separate offense shall be deemed committed each day during or on which an offense occurs or continues.*

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.

016-10-157		
------------	--	--

**FOR COUNTY FISCAL OFFICER USE ONLY**

Type Instrument	Deed	Tax List Year	2017	County Number	<b>18</b>	Tax Dist. Number		Date	
-----------------	------	---------------	------	---------------	-----------	------------------	--	------	--

Property Located in Cleveland Taxing District

Name on Tax Duplicate Hooks Handyman Service, LLC Tax Duplicate Year 2017

**PERMANENT PARCEL NO.**

Description

016-10-157		
------------	--	--

Platted  Unplatted

**SUBLOT NO:** 445

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
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 Hooks Handyman Service LLC, a New York Limited Liability Phone: 716-472-1123
- Grantee's Name Auday Abdulla Phone: 216-413-0254
- Grantee's Address 3116 West 50th Street, Cleveland, OH 44102
- Address of Property 3244 West 50th Street, Cleveland, OH 44102
- Tax Billing Address 3244 West 50th Street, Cleveland, OH 44102
- 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) ..... \$ 18,000.00  
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) ..... \$ 18,000.00  
g) Name of Mortgagee Cash Deal  
h) Type of Mortgage  Conv.  F.H.A.  V.A.  Other: \_\_\_\_\_  
i) 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 2½% 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.**

Auday Abdulla  
PRINTED NAME OF GRANTEE or REPRESENTATIVE      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 Chicago Title and received by the **Cuyahoga County Auditor**

**COUNTY AUDITOR**

# ALTA COMMITMENT FOR TITLE INSURANCE

Issued By:



**CHICAGO TITLE  
INSURANCE COMPANY**

Commitment Number:

**18190145WT**

## NOTICE

**IMPORTANT - READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

## COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**Chicago Title Insurance Company**

By:

\_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary

Countersigned By:

\_\_\_\_\_  
Authorized Officer or Agent



*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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ALTA Commitment for Title Insurance (08/01/2016) - OH (06/01/2017)



**Transaction Identification Data for reference only:**

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT (TITLE ONLY):
Title Officer: Cathie Gero Woodland Title Agency, LLC 30400 Detroit Rd, Suite 109 Westlake, OH 44145-1855 Phone: 440-201-1180 Fax: 440-394-2250 Main Phone: (440)201-1180 Email: Cathie.Gero@woodlandohio.com	Escrow Officer: Bonny McDaniel Chicago Title Company, LLC 10883 Pearl Rd, Suite 202 Strongsville, OH 44136-3359 Phone: (216)694-6435 Fax: (440)934-1874 Main Phone: 440-846-0919 Email: bonny.mcdaniel@ctt.com Chicago Title Company, LLC No.: 18190145

**Order Number: 18190145WT**

**SCHEDULE A**

1. Commitment Date: February 2, 2018 at 12:00 AM
2. Policy to be issued:
  - (a) ALTA Owner's Policy 2006 - OH (12/01/2015)  
 Proposed Insured: Auday Abdulla  
 Proposed Policy Amount: \$18,000.00
3. The estate or interest in the Land described or referred to in this Commitment is:  
 Fee Simple
4. Title to the estate or interest in the Land is at the Commitment Date vested in:  
 Hooks Handyman Service LLC, a New York limited liability company, by deed filed August 1, 2016 and recorded in AFN 201608010268, of the Cuyahoga County Records.
5. The Land is described as follows:

**For APN/Parcel ID(s): 016-10-157**

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

And known as being Sublot No. 445 in James M. Hoyt's Allotment of part of Original Brooklyn Township Lot No. 47 as shown by the Recorded Plat in Volume 3 of Maps, Page 10 of Cuyahoga County Records and being 40 feet front on the Westerly side of West 50th Street (formerly Isabella Street) and extending back of equal width 125 feet, as appears by said plat, be the same more or less, but subject to all legal highways.

3244 West 50th Street  
 Cleveland, OH 44102

PPN: 016-10-157

**END OF SCHEDULE A**

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**SCHEDULE B, PART I  
REQUIREMENTS**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Payment of the full consideration to, or for the account of the grantors or mortgagors should be made.
6. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.

Note: Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.

7. Any instrument of conveyance creating an insured interest must comply with local rules on descriptions and conveyances pursuant to Sections 315.251 and 319.203 of the Ohio Revised Code.
8. Payment of taxes, charges, and assessments levied and assessed against subject premises, which are due and payable.
9. Owners/Sellers Affidavit covering matters of title in a form acceptable to the Company.
10. Further exceptions and/or requirements may be made upon review of the proposed documents and/or upon further ascertaining the details of the transaction.
11. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
12. Receipt of proof of corporate status, or limited liability company status, or partnership status, and all agreement(s), and necessary consents, authorizations, resolutions, notices and corporate/partnership actions have been conducted, given or properly waived relating to the transaction to be insured, including entity resolution(s) authorizing and designating appropriate officers/members/or partners to execute any and all necessary documents.

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ALTA Commitment for Title Insurance (08/01/2016) - OH (06/01/2017)



**SCHEDULE B, PART I  
REQUIREMENTS**  
(continued)

13. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.

**END OF SCHEDULE B, PART I**

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ALTA Commitment for Title Insurance (08/01/2016) - OH (06/01/2017)



## SCHEDULE B, PART II EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon.
2. Assessments, if any, not yet certified to the County Auditor.
3. Rights or claims of parties other than Insured in actual possession of any or all of the property.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
5. Any lien, or right to a lien, for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. No liability is assumed for tax increases occasioned by retroactive revaluation change in land usage, or loss of any homestead exemption status for insured premises.
7. Any covenant, condition or restriction referred to herein indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin is omitted as provided in 42 U.S.C. Section 3604, unless and only to the extent that the restriction (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. Section 3607, or (c) related to handicap, but does not discriminate against handicapped people.
8. Any inaccuracy in the specific quantity of acreage contained on any survey if any or contained within the legal description of premises insured herein.
9. Covenants, conditions and restrictions and other instruments recorded in the public records and purporting to impose a transfer fee or conveyance fee payable upon the conveyance of an interest in real property or payable for the right to make or accept such a transfer, and any and all fees, liens or charges, whether recorded or unrecorded, if any, currently due payable or that will become due or payable, and any other rights deriving therefrom, that are assessed pursuant thereto.
10. 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, pursuant to Ohio Revised Code Section 1509.31(D).

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ALTA Commitment for Title Insurance (08/01/2016) - OH (06/01/2017)



**SCHEDULE B, PART II  
EXCEPTIONS**

(continued)

11. Any lease, grant, exception or reservation of minerals or mineral rights together with any rights appurtenant thereto.
12. Any map/plat furnished is being done so as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.
13. Taxes for the last half of 2017 and subsequent years are a lien, but are not yet due and payable. The County Treasurer's General Tax Records for the tax year 2017 are as follows  
PPN 016-10-157  
Taxes for the first half are delinquent, plus penalties and interest, if any.  
Taxes for the second half are a lien, not yet due and payable.  
Per half amount \$441.32.

NOTE: If taxes are shown as unpaid or delinquent above, the county treasurer must be contacted for exact payoff figures.

14. Per the City of Cleveland Department of Finance Division of Assessments and Licenses, there is an outstanding invoice due that if left unpaid will be assessed to the property taxes:

Invoice Number BUP201700001729 - Due Date December 17, 2017  
Charges: Boarding of Property Permit Number B17031494 - Service Date: 8/25/2017  
Still owe \$450.33

Stamped: "UNCERTIFIED - Remit Payment to: City of Cleveland - Phone: (216) 664-3875"

**END OF SCHEDULE B, PART II**

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ALTA Commitment for Title Insurance (08/01/2016) - OH (06/01/2017)



## COMMITMENT CONDITIONS

## 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I-Requirements;
- (f) Schedule B, Part II-Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

## 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

## 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I-Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

## 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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(continued)

- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
  - (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
  - (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
  - (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
- 7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**  
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.
- 8. PRO-FORMA POLICY**  
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- 9. ARBITRATION**  
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is Two Million And No/100 Dollars (\$2,000,000.00) or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

**END OF CONDITIONS**

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ALTA Commitment for Title Insurance (08/01/2016) - OH (06/01/2017)

