

AFFIDAVIT OF IDENTIFICATION

STATE OF _____

Order No.: 2100151117-20

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: 3439 West 91st Street, Cleveland, OH 44102.

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

DocuSigned by:

Axel Alberto Alvarez
80D4A6A5DAB247E
Axel Alberto Alvarez

Form of I.D.: drivers licence
I.D. No.: 2568990
Issued: puerto rico
Expires: june 17, 2025

DocuSigned by:

Marie O. Morales Laboy
29529053FF9747A
Marie O. Morales Laboy

Form of I.D.: drivers licence
I.D. No.: 4087149
Issued: puerto rico
Expires: 12/28/2025

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

Notary Public

Date: _____

Chicago Title Company, LLC

5056 Waterford Dr, Sheffield Village, OH 44035-0705

Phone: 440-933-2936 | Fax: 440-934-1874

BUYER'S STATEMENT**Settlement Date:** September 30, 2021
Disbursement Date: October 1, 2021**Escrow Number:** 2100151117-20
Escrow Officer: Corey Rider
Email: Corey.Rider@ctt.com**Buyer:** Axel Alberto Alvarez and Marie O. Morales Laboy
4137 Poe Ave
Cleveland, OH 44109**Seller:** Gomez Investments LLC
3321 Hillcrest Avenue
Cleveland, OH 44109**Property:** 3439 West 91st Street
Cleveland, OH 44102
Parcel ID(s): 017-28-154

		\$	DEBITS	\$	CREDITS
FINANCIAL CONSIDERATION					
Sale Price of Property			73,000.00		
Deposit					1,000.00
PRORATIONS/ADJUSTMENTS					
County Taxes at \$1,218.96	01/01/21 to 10/01/21 (\$1,218.96 / 364 X 273 days)				914.22
TITLE & ESCROW CHARGES					
Title - Closing Fee	Chicago Title Company, LLC		390.00		
Commitment	ACT Title Agency, LLC		75.00		
Title - Recording Service Fee	Chicago Title Company, LLC		20.00		
Title - Shipping/ Handling Service Fee	Chicago Title Company, LLC		50.00		
Title - Special Tax Search Fee	ACT 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		
Closing Protection Coverage-Borrower	Chicago Title Company, LLC		40.00		
Title - Owner's Title Insurance	ACT Title Agency, LLC		209.87		
Policies to be issued:					
Owners Policy					
Coverage: \$73,000.00	Premium: \$419.75	Version: ALTA Owner's Policy 2006 - OH			
	(12/01/2015)				
GOVERNMENT CHARGES					
Recording Fees	Cuyahoga County Fiscal Office		34.00		
MISCELLANEOUS CHARGES					
Broker Fees	Key Realty		395.00		
Subtotals			74,373.87		1,914.22
Balance Due FROM Buyer					72,459.65
TOTALS			74,373.87		74,373.87

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:

DocuSigned by:

Axel Alberto Alvarez

Axel Alberto Alvarez

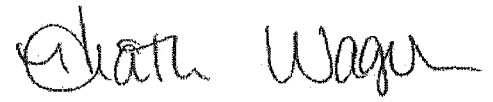
DocuSigned by:

Marie O. Morales Laboy

Marie O. Morales Laboy

29525053FF9747A...

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.



Chicago Title Company, LLC
Settlement Agent



CHICAGO TITLE COMPANY

STANDARD CONDITIONS AND ACCEPTANCE OF ESCROW

Date: September 14, 2021
Order No.: 2100151117-20
Buyer(s): Axel Alberto Alvarez and Marie O. Morales Laboy
Seller(s): Gomez Investments LLC
Property: 3439 West 91st 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 or 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):

<p><small>DocuSigned by:</small>  <small>80D4A6A6D4B247E...</small> <hr/> Axel Alberto Alvarez</p>	<p>9/30/2021 <hr/> Date</p>
<p><small>DocuSigned by:</small>  <small>29525053FF9747A...</small> <hr/> Mario Morales</p>	<p>9/30/2021 <hr/> Date</p>

SELLER(S):

Gomez Investments LLC

<p>BY: _____ Vanessa Gomez Sole Member</p>	<p>_____ Date</p>
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CHICAGO TITLE COMPANY

REMOVAL OF CONTINGENCIES

Order No.: 2100151117-20
Date: September 30, 2021
Property: 3439 West 91st 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.

Gomez Investments LLC

BY: _____
Vanessa Gomez
Sole Member

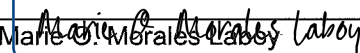
Date

DocuSigned by:


Axel Alberto Alvarez

9/30/2021

Date

DocuSigned by:


Maria P. Morales Laboy
29525053FF9747A...

9/30/2021

Date



CHICAGO TITLE COMPANY

AUTHORIZATION TO DEPOSIT FUNDS

Date: September 30, 2021
File No.: 2100151117-20
To: Chicago Title Company, LLC
Property: 3439 West 91st 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):

DocuSigned by:


 Axel Alberto Alvarez

9/30/2021

 Date

DocuSigned by:


 Mariana Morales

9/30/2021

 Date

SELLER(S):

Gomez Investments LLC

BY: _____
 Vanessa Gomez
 Sole Member

 Date

AFFIDAVIT OF UNDERSTANDING AND INDEMNITY AND HOLD HARMLESS AGREEMENT DUE TO CORONAVIRUS PANDEMIC

Date of Closing: September 30, 2021
Order No.: 2100151117-20
Commitment No.: 2100151117-20
Buyer(s): Axel Alberto Alvarez and Marie O. Morales Laboy
Seller(s): Gomez Investments LLC
Property: 3439 West 91st Street, Cleveland, OH 44102

In response to the outbreak of the Coronavirus and the declared state of emergency at the national, state and local level, Courts and governmental offices, have been closed or have had access significantly limited. As a result, the processing and recording of deeds and other title documents in some jurisdictions has been, and will be, impacted. ACT Title Agency, LLC will continue to insure title for purchasers and lenders for transactions up to Ten Million And No/100 Dollars (\$10,000,000.00) but not to include construction loans, through the ultimate recording date of the deed, deed of trust or other insured title document, neither ACT Title Agency, LLC nor its title agents can provide any estimate as to the date of recordation of such title documents in the land records.

NOW THEREFORE, as a result of the aforementioned closures and access restrictions and as an inducement to Chicago Title Company, LLC (hereafter "Title Agent") to conduct settlement and to ACT Title Agency, LLC to issue policy or policies of title insurance, the undersigned agree as follows:

Seller(s) certify:

1. There are no unrecorded and/or outstanding leases, contracts, options, agreements, trusts or other inchoate rights, interests affecting the Property which have not been disclosed to ACT Title Agency, LLC or its agent in writing.
2. All labor and materials used in construction or improvements, repairs or modifications to the Property have been paid for and there are now no unpaid bills for labor or material against the improvements or Property. The Seller(s) have received no notice of any mechanic liens claim.
3. There are no unrecorded liens or encumbrances affecting the Property, which are not being paid or adjusted as part of the current transaction.
4. Seller(s) have received no written notice of a proposed or pending special assessment or a pending taking of any portion of the Property by any governmental body. Seller(s) have no knowledge or notice that work has been or will be performed by any governmental body including but not limited to the installation of water or sewer lines or other utilities or for improvements such as paving or repaving of street or alleys or the installation of curbs and sidewalks.
5. Seller(s) agree to neither allow, nor take any action, following settlement that may result in a lien, encumbrance or other objectionable matter of title being placed against the Property. In the event any lien, encumbrance or objectionable matter of title arises or occurs between the date of settlement and the date of the recording of the deed or other title document, Seller(s) agree to immediately take action to clear and discharge the same and further agree to hold harmless and indemnify Title Agent and ACT Title Agency, LLC against all expenses, costs and attorney's fees which may arise out of Seller(s) failure to so remove bond, otherwise dispose of any such liens, encumbrances or objectionable matters of title to the satisfaction of ACT Title Agency, LLC.

Buyer(s) understand(s) and agree(s):

1. Neither Title Agent nor ACT Title Agency, LLC can provide an estimate as to the date or recordation of the deed or other title documents in the Land Records.
2. Among other things, Buyer(s) may not be able to refinance or sell the Property, obtain building permits, or demonstrate recorded ownership of and legal title to, the Property until the date that the deed or title document is recorded in the Land Records.

AFFIDAVIT OF UNDERSTANDING AND INDEMNITY AND HOLD HARMLESS AGREEMENT DUE TO CORONAVIRUS PANDEMIC

(continued)

The undersigned solemnly affirm under the penalties of perjury and upon personal knowledge that the contents of this Affidavit are true and that this Affidavit is executed in the order to induce the Title Agent to make and complete the settlement on the Property and to induce ACT Title Agency, LLC to issue its policy or policies of title insurance, insuring title to the Property.

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

BUYER(S):

DocuSigned by:

Axel Alberto Alvarez

Axel Alberto Alvarez

DocuSigned by:

Marie D. Morales Laboy

29525053FF9747A...

The foregoing was sworn to and subscribed in my presence on _____.

Notary

My Commission Expires: _____

SELLER(S):

Gomez Investments LLC

BY: _____
Vanessa Gomez
Sole Member

The foregoing was sworn to and subscribed in my presence on _____.

Notary

My Commission Expires: _____



Real Property Conveyance Fee Statement of Value and Receipt

DTE 100
Rev. 5/20

If exempt by Ohio Revised Code section 319.54(G)(3), use form DTE 100(EX).
TYPE OR PRINT ALL INFORMATION.

Type instrument	Tax list year	County number 18	Tax. dist. number	Date
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Property located in _____ taxing district
 Name on tax duplicate _____ Tax duplicate year _____
 Acct. or permanent parcel no. 017-28-154 Map book _____ Page _____
 Description Additional _____ Platted Unplatted
 Parcels: _____
 Auditor's comments: Split New plat New improvements Partial value
 C.A.U.V Building Removed Other _____

Number
No. of Parcels
DTE Code No.
Neigh. Code
No. of Acres
Land Value
Bldg. Value
Total Value
DTE Use Only
DTE Use Only
DTE Use Only
Consideration
DTE Use Only Valid sale 1. Yes 2. No
Receipt Number

Grantee or Representative Must Complete All Questions in This Section. See instructions on reverse.

1. Grantor's name Gomez Investments LLC Phone (401)793-1696
 2. Grantee's name Axel Alberto Alvarez and Marie O. Morales Laboy Phone (787)246-3617
 Grantee's address 4137 Poe Ave City Cleveland State OH Zip 44109
 3. Address of property 3439 West 91st Street City Cleveland State OH Zip 44102
 4. Tax billing address 3439 West 91st Street City Cleveland State OH Zip 44102
 5. Are there buildings on the land? Yes No If yes, check type:
 1, 2 or 3 family dwelling Condominium Apartment: No. of units _____
 Manufactured (mobile) home Farm buildings Other _____
 If land is vacant, what is intended use? _____
 6. 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 _____
 7. a) New mortgage amount (if any)\$ 0.00
 b) Balance assumed (if any)\$ 0.00
 c) Cash (if any)\$ 73,000.00
 d) Total consideration (add lines 7a, 7b and 7c)\$ 73,000.00
 e) Portion, if any, of total consideration paid for items other than real property\$ 0.00
 f) Consideration for real property on which fee is to be paid (7d minus 7e)\$ 73,000.00
 g) Name of mortgagee _____
 h) Type of mortgage Conv. F.H.A. V.A. Other CASH
 i) If gift, in whole or part, estimated market value of real property\$ _____

8. 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 form DTE 101.
 9. 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 form DTE 102.
 10. Application for owner-occupancy (2.5% on qualified levies) 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 Jan.1 of next year? Yes No If yes, is the property a multi-unit dwelling? Yes No

I declare under penalties of perjury that this statement has been examined by me and to the best of my knowledge and belief is a true, correct and complete statement.

DocuSigned by: Axel Alberto Alvarez 9/30/2021
 Signature of grantee or representative _____ Date _____

Receipt for Payment of Conveyance Fee

The conveyance fee required by Ohio Revised Code section (R.C.) 319.54(G)(3) and, if applicable, the fee required by R.C. 322, in the total amount of \$ _____ has been paid by _____ and received by the CUYAHOGA county auditor.

County auditor _____

Date _____

SURVIVORSHIP DEED

Know all Men by these Presents: That GOMEZ INVESTMENTS, LLC, an Ohio limited liability company, (the "Grantor"), for valuable consideration paid, grants with general warranty covenants unto, AXEL ALBERTO ALVAREZ AND MARIE O. MORALES LABOY, (the "Grantees"), for their life, remainder to the survivor of them, whose tax mailing address is 3439 West 91st Street, Cleveland, OH 44102, all such rights and title of the Grantor in and to the following real property:

Situated in the City of Cleveland, County of Cuyahoga and State of Ohio, and being more particularly bounded and described as follows:

Being known as Sublot No. 87 in S.H. Kleinman's Regal Park Subdivision of part of Original Brooklyn Township Lot No. 15, as shown by the recorded plat in Volume 41 of Maps, Page 29 of Cuyahoga County Records, and being 35.00 feet front on the Easterly side of West 91st Street and extending back of width 93.00 feet, as appears by said plat, be the same more or less, but subject to all legal highways.

3439 West 91st street
Cleveland, Ohio 44102

Permanent Parcel No. 017-28-154

(Property Address: 3439 West 91st Street, Cleveland, OH 44102)
(Permanent Parcel No.: 017-28-154)
(Prior Instrument Reference: AFN 201710300713)

Subject, however, to all legal highways, exceptions, reservations, and conditions of record or otherwise contained herein.

To have and to hold the above granted and bargained premises, with the appurtenances thereof, unto the Grantees, their heirs and assigns forever; and the Grantor does for itself and its successors, an assigns, covenant with the Grantees, that Grantor is well seized of the above described real property, as a good and indefeasible estate in fee simple, and have good right to bargain and sell the same in manner and form as above written.

REVIEWED AND APPROVED

DocuSigned by: Axel Alberto Alvarez
DocuSigned by: Marie O. Morales Laboy
80D4A5A5D4B247E... 29525053FF9747A...

In Witness Whereof, VANESSA GOMEZ, SOLE MEMBER OF GOMEZ INVESTMENTS, LLC, has hereunto set his hand, this ____ day of _____, 2021.

GOMEZ INVESTMENTS, LLC

BY: VANESSA GOMEZ
ITS: SOLE MEMBER

STATE OF OHIO)
) SS
_____ COUNTY)

This is an acknowledgment clause; no oath or affirmation was administered to the signer. Before me a notary public in and for said County and State personally appeared the above-named VANESSA GOMEZ, SOLE MEMBER OF GOMEZ INVESTMENTS, LLC, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at _____, Ohio this ____ day of _____, 2021.

Notary Public
My commission expires _____

This Instrument Was Prepared by:
Jack W. Morrison, Jr., Esq.
AMER CUNNINGHAM CO., LPA
One Cascade Plaza, Suite 1510
Akron, Ohio 44308
(330) 762-2411



CHICAGO TITLE INSURANCE COMPANY**COMMITMENT NO. 2100151117-20****Transaction Identification Data for reference only:**

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Title Officer: Cathie Gero ACT Title Agency, LLC 1111 Superior Avenue, Suite 604 Cleveland, OH 44114 Phone: 216-553-7026 Fax: 440-848-8332 Main Phone: (216)553-7026 Email: act@acttitleohio.com	Escrow Officer: Corey Rider Chicago Title Company, LLC 5056 Waterford Dr Sheffield Village, OH 44035-0705 Main Phone: 440-933-2936 Main Fax: 440-934-1874 Email: Corey.Rider@ctt.com

Order Number: 2100151117-20**SCHEDULE A**

1. Commitment Date: August 13, 2021 at 12:00 AM
2. Policy to be issued:
 - (a) ALTA Owner's Policy 2006 - OH (12/01/2015)
 Proposed Insured: Axel Alberto Alvarez and Marie O. Morales Laboy
 Proposed Policy Amount: \$75,000.00
3. The estate or interest in the Land described or referred to in this Commitment is:
 Fee Simple
4. The Title is, at the Commitment Date, vested in:
 Gomez Investments, LLC, an Ohio limited liability company, by deed filed for record October 30, 2017 and recorded in AFN 201710300713 of the Cuyahoga County Records.
5. The Land is described as follows:
 SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

END OF SCHEDULE A**REVIEWED AND APPROVED**

DocuSigned by:	DocuSigned by:
	
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EXHIBIT "A"
Legal Description

Situated in the City of Cleveland, County of Cuyahoga and State of Ohio, and being more particularly bounded and described as follows:

Being known as Sublot No. 87 in S.H. Kleinman's Regal Park Subdivision of part of Original Brooklyn Township Lot No. 15, as shown by the recorded plat in Volume 41 of Maps, Page 29 of Cuyahoga County Records, and being 35.00 feet front on the Easterly side of West 91st Street and extending back of width 93.00 feet, as appears by said plat, be the same more or less, but subject to all legal highways.

3439 West 91st street
Cleveland, Ohio 44102

Permanent Parcel No. 017-28-154

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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.
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. 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 services. If the above requirement cannot be met, please call the Company at the number provided in this report.
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.
14. 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

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

documents.

15. Satisfaction and release of record of Workers Compensation Lien in favor of State of Ohio Bureau of Workers Compensation and against Michael E. Sweeney, in the amount of \$1,094.35, plus interest and costs, filed for record February 23, 2009 in AFN 200902230625 and renewed May 12, 2020 in AFN 202005120515 of the Cuyahoga County Records. (prior owner)

NOTE: Unable to determine if our party

16. Satisfaction and release of record of Judgment Lien in favor of State of Ohio Bureau of Workers Compensation and against Michael E. Sweeney, in the amount of \$1,094.14, plus interest and costs, filed for record March 26, 2009 in JL-09-366028 of the Cuyahoga County Records. (prior owner)

NOTE: Unable to determine if our party

17. Satisfaction and release of record of Judgment Lien in favor of State of Ohio Department of Taxation and against Mike J. Sweeney, in the amount of \$2,003.64, plus interest and costs, filed for record November 18, 2010 in JL-10-432512 of the Cuyahoga County Records. (prior owner)

NOTE: We are unable to determine if this is our party.

18. Satisfaction and release of record of Judgment Lien in favor of State of Ohio Department of Taxation and against Ellen K. Sweeney, in the amount of \$605.35, plus interest and costs, filed for record February 4, 2011 in JL-11-439786 of the Cuyahoga County Records. (prior owner)

NOTE: We are unable to determine if this is our party.

19. Satisfaction and release of record of Judgment Lien in favor of State of Ohio Department of Taxation and against Michael E. Sweeney, in the amount of \$388.76, plus interest and costs, filed for record September 6, 2011 in JL-11-465003 of the Cuyahoga County Records. (prior owner)

NOTE: We are unable to determine if this is our party.

20. Satisfaction and release of record of Judgment Lien in favor of State of Ohio Department of Taxation and against Mike J. Sweeney, in the amount of \$2,909.30, plus interest and costs, filed for record September 7, 2012 in JL-12-528285 of the Cuyahoga County Records. (prior owner)

NOTE: We are unable to determine if this is our party.

21. Satisfaction and release of record of Judgment Lien in favor of State of Ohio Department of Taxation and against

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

Mike J. Sweeney, in the amount of \$5,819.18, plus interest and costs, filed for record September 7, 2012 in JL-12-528288 of the Cuyahoga County Records. (prior owner)

NOTE: We are unable to determine if this is our party.

22. Satisfaction and release of record of Federal Tax Lien in favor of United States Department of the Treasury - Internal Revenue Service and against Michael A. Sweeney, in the amount of \$30,009.09, plus interest and costs, filed for record August 26, 2014 in AFN 201408269014 of the Cuyahoga County Records. (prior owner)

NOTE: Unable to determine if our party

23. Compliance with requirements the Company deems necessary arising out of Pending Foreclosure Action Cuyahoga County Court Case No. CV-21-953066, filed September 14, 2021.

END OF SCHEDULE B, PART I

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**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 arising out of the change in land usage, on account of errors or omissions and changes in the valuation of the property by legally constituted authorities, or liability for tax increases based on the 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. Representations of the acreage or area in the property descriptions in Schedule A or on the survey, if any.
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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**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. Reservation, restrictions, covenants, limitations and/or easements recorded in Volume 1545, Page 568, of the Cuyahoga County Records.
14. Taxes for the first half of 2021 and subsequent years are a lien, but are not yet due and payable. The County Treasurer's General Tax Records for the tax year 2020 are as follows
PPN 017-28-154
Taxes for the first half are delinquent.
Taxes for the second half are delinquent, plus prior year delinquencies, penalties and interest, if any, are now due and payable.
Per half amount \$609.48.

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

Property Taxes for prior years are delinquent. The County Treasurer must be contacted for exact figures.

END OF SCHEDULE B, PART II

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CHICAGO TITLE INSURANCE COMPANY**COMMITMENT NO. 2100151117-20****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.

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CHICAGO TITLE INSURANCE COMPANY**COMMITMENT NO. 2100151117-20**

(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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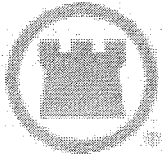
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ALTA COMMITMENT FOR TITLE INSURANCE

Issued By:



**CHICAGO TITLE
INSURANCE COMPANY**

Commitment Number:

2100151117-20

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:

Randy Quirk, President

Countersigned By:

Cathie Gero
Authorized Officer or Agent

Attest:

Marjorie Nemzura, Secretary

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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