

DOCUMENT CLOSING SERVICES
CALL JANICE KING (216) 210-3501 TO SCHEDULE CLOSINGS

DATE: 9/30/2021 TIME: 5:30 PM *(Carey Rider)*
TITLE COMPANY: Chicago Title *(Heather Wagner)*
CUSTOMER: Gomez Investments (Seller)
FILE NUMBER: 2100151117-20
COUNTY/LOCATION: Cuyahoga / 332 (Hillcrest Ave)
Cleveland OH

AMOUNT DUE: \$ 75.00

CUSTOMER ID'S ARE ATTACHED EMAILED

DOCUMENTS RETURNED-SHIPED SAME-NEXT DAY

CNP

Please check taxes !!

** Property was*

THANK YOU FOR CHOOSING DOCUMENT CLOSING SERVICES

PLEASE REMIT PAYMENT UPON RECEIPT

JANICE KING
3398 BRADLEY ROAD
WESTLAKE, OHIO 44145
Kingjanice10@yahoo.com
PHONE: (216) 210-3501

tax exempt
Bought in 2017 &
was tax exempt for a year & 1/2
the said

** To pick up check in strongsville office*

Janice
Seller

CHICAGO TITLE COMPANY, LLC CLOSING INSTRUCTIONS

Order No.: 2100151117-20

Buyer

Seller

Refinance

2nd Mortgage

Date of Closing: 9/30
Time of Closing: 5:30
Location of Closing: 3321 Hillcrest Ave Cleveland 44109

Buyer/Borrowers Name: Axel Alberto Alvarez and Marie O. Morales Laboy

Phone: (787)246-3617

Sellers Name: Gomez Investments LLC - Vanessa

Phone: (401)793-1696

Filing Date: _____ Papers Needed: _____

Special Instructions:

- Funds in the amount of \$ _____ made payable to Chicago Title Company, LLC.
- Copy of Insurance and paid receipt.
- Photo ID/Identification Certificate.
- Additional Information: _____

Closer: Corey Rider Phone: _____

Email: Corey.Rider@ctt.com

Please scan for closing on 10/01



Sale Verification Questionnaire

OFFICE USE ONLY	
Instrument #:	_____
Trans. Date:	_____
Verified by:	_____

Parcel Number: 017-28-154 Prop Address: 3439 West 91st Street, Cleveland, OH 44102
 Sale Date: October 1, 2021 Parcels in Sale: 017-28-154
 Sale Amount: \$73,000.00

SELLER	Name	<u>Gomez Investments LLC</u>	BUYER	Name	<u>Axel Alberto Alvarez and Marie O. Morales Laboy</u>
	Address	<u>3321 Hillcrest Avenue</u>		Address	<u>4137 Poe Ave</u>
	City, State, Zip	<u>Cleveland, OH 44109</u>		City, State, Zip	<u>Cleveland, OH 44109</u>
	Phone	<u>(401)793-1696</u>		Phone	<u>(787)246-3617</u>
	Email	<u>vanessagomez188@gmail.com</u>		Email	<u>aalalvarez@hotmail.com</u>

Please answer the following questions:

- Were there any special conditions affecting the sale?
 - Sale between family members.
 - Sale between two affiliated businesses.
 - Auction Sale
 - Forced Sale or Sheriff's Sale
 - Sale involved a government agency or public utility.
 - Buyer is a religious or charitable organization.
 - Land contract or contract for deed.
 - Sale involves only a partial interest.
 - Sale includes trade or exchange or properties.
 - Sale by judicial order
 - NONE OF THE ABOVE
- What was the use of the property at time of sale?
 - Single Family Residence Vacant Lot
 - Multifamily Residence Retail
 - Apartment Building Industrial
 - Other _____
- Was property rented/leased at time of sale? Yes No
- Did sale price include an existing business? Yes No

- Was any personal property, such as furniture, equipment, machinery, livestock, business inventory, included in the sale price? Yes No
 If yes, describe: _____
 Est. Value of Personal Prop. Incl. in Sale: \$ _____
- Have there been any recent changes to the property?
 - No Demolition
 - Addition(s) Renovations
 When was work completed? _____ / _____ / _____
 Estimated Cost of Work Done: \$ _____
- Does the buyer hold title to any adjoining property? Yes No
- Was an appraisal done on the property? Yes No
- Were any delinquent taxes assumed by the purchaser?
 - No
 - Yes - Amount: _____
- How was the property marketed? (Check all that apply)
 - Listed with Real Estate Agent Displayed "For Sale" sign
 - Advertised in Newspaper Word of Mouth

ACKNOWLEDGMENT

The undersigned acknowledges that the information provided to the Cuyahoga County Fiscal Office regarding this real estate transfer is truthful and completed to the best of their knowledge. All information obtained through this questionnaire will be used to determine whether or not this transaction is an arms-length, market based sale.

Grantor Print Name VANESSA GOMEZ Phone _____
 Grantee Signature [Signature] Cell (401)-793-1696
 Agent sale member Email vanessagomez188@gmail.com

AFFIDAVIT OF IDENTIFICATION

STATE OF OH

Order No.: 2100151117-20

COUNTY OF Cuyahoga

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.

[Signature]
Vanessa Gomez

Form of I.D.: OH DL

I.D. No.: UQ42219

Issued: 10/3/2019

Expires: 9/17/2023

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

[Signature]
Notary Public

Date: September 30, 2021



Janice King
Notary Public
State of Ohio
Cuyahoga County
My Commission Expires
October 2, 2025

Chicago Title Company, LLC

5056 Waterford Dr, Sheffield Village, OH 44035-0705
Phone: 440-933-2936 | Fax: 440-934-1874

SELLER'S STATEMENT

Settlement Date: October 1, 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

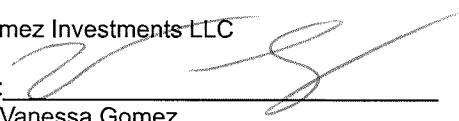
Property: 3439 West 91st Street
Cleveland, OH 44102
Parcel ID(s): 017-28-154

		\$	DEBITS	\$	CREDITS
FINANCIAL CONSIDERATION					
Sale Price of Property					73,000.00
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		
Title - Shipping/ Handling Service Fee	Chicago Title Company, LLC		50.00		
Title - Title Exam	ACT Title Agency, LLC		350.00		
Title - Update Service Fee	Chicago Title Company, LLC		50.00		
Title - Wire Service Fee	Chicago Title Company, LLC		50.00		
City of Cleveland Disclosure - Paid up front by CT	Chicago Title Company, LLC		62.80		
Title - Owner's Title Insurance	ACT Title Agency, LLC		209.88		
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					
Transfer Tax (\$292.50)	Cuyahoga County Fiscal Office		292.50		
MISCELLANEOUS CHARGES					
Commission - Listing Broker	Realty Trust Services LLC		1,460.00		
Commission - Selling Broker	Key Realty		2,190.00		
Deed (Outside Atty)	Amer Cunningham Co.		70.00		
Home Warranty	America's Preferred Home Warranty, Inc.		460.00		
Taxes - Pay current	Cuyahoga County Treasurer		6,835.11		
PP #017-28-154					
Water - Pay Current	City of Cleveland Division of Water		292.15		
Water/Sewer Hold	Gomez Investments LLC		200.00		
Subtotals			13,876.66		73,000.00
Balance Due TO Seller			59,123.34		
TOTALS			73,000.00		73,000.00

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.

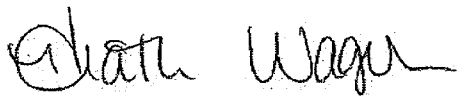
SELLER:

Gomez Investments LLC

BY: 

Vanessa Gomez
Sole Member

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



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):

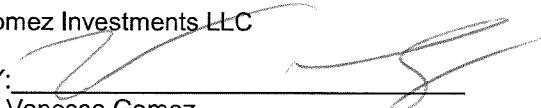
Axel Alberto Alvarez

Date

Marie O. Morales Laboy

Date

SELLER(S):

Gomez Investments LLC
BY: 

Vanessa Gomez
Sole Member

9/30/2021

Date

SELLER/OWNER AFFIDAVIT

STATE OF Ill

Order No.: 2100151117-20

COUNTY OF Cuyahoga

The Affiant(s) being first cautioned and sworn, deposes and says:

1. THAT I/we am/are
 - A. of legal age;
 - B. have legal capacity to act for myself/ourselves;
 - C. are all the owners of the subject property;
 - D. are the same persons as named in the title deed; and
 - E. are citizens of the United States.
2. THAT there are no liens or encumbrances (Mortgages, Deeds of Trust, Judgments, Tax Liens, Mechanic's Liens, unpaid Homeowner's or Condominium Association dues or assessments, etc.) known to me/us which are not being paid or properly accounted for in the current transaction.
3. THAT there have been no proceedings in Probate Court, no bankruptcy or divorce proceeding, and that there are no unsatisfied judgments of record nor any actions pending in any Courts, State or Federal, nor any tax liens filed against the above named person(s), except as stated herein.
4. THAT any judgments, bankruptcies, probate, divorce or dissolution proceedings, State or Federal tax liens, of record against parties with same or similar names are not against the above named person(s).
5. THAT all labor and materials used in construction of improvements, repairs, or modifications to the subject property have been paid for, and there are now no unpaid bills for labor or material against the improvements or property upon which same are situated, and that all sums of money due for the erection or modification of improvements have been fully paid and satisfied.
6. THAT there are no unrecorded deeds, mortgages, contracts, leases, options, easements, or other agreements or interests, relating to the Subject Property, which have not been disclosed to Chicago Title Company, LLC or its Agent in writing.
7. THAT there are no unpaid taxes, assessments, or services furnished by any Governmental entity, which are now a lien against the Subject Property, nor has the undersigned received any notice from any Governmental agency that work is required to be done to the subject Property which will result in future charges or special assessments.
8. THAT no governmental authority has notified me/us of any violations, abatement notices, or condemnations.
9. THAT there have been no violations of any restrictions (Subdivision, Condominium or Governmental) affecting the Subject Property.
10. THAT there are no disputes with any adjoining property owners or with any other parties or persons as to use or location of any improvements (including fences, driveways, structures, etc.), that there are no improvements on or over any visible easement(s), and that there are no disputes regarding the location of the property lines.
11. THAT the current transaction is not made for the purpose of hindering, delaying or defrauding any creditors of the undersigned.
12. THAT the marital status of the undersigned is: Single or Married (Note: If married, the undersigned has not been divorced (even if remarried), unless this fact has been made known to Chicago Title Company, LLC or its Agent.)

SELLER/OWNER AFFIDAVIT

(continued)

13. THAT all taxes, charges, dues, water or sewer bills and charges, and other assessments payable in connection with the Subject Property have been paid through the date of this Affidavit unless payment has been provided for on the Closing Disclosure used in this current transaction.
14. THAT none of the improvements to the Subject Property are a mobile home or trailer which are not registered with any Department of Motor Vehicles.
15. THAT there are no outstanding Contracts of Sale or other options to purchase the Subject Property other than the Contract or Option which is the subject of the current transaction.
16. THAT the Subject Property is not under any contract, covenant or preferential assessment as farm or forest land.
17. THAT I/we are not receiving the benefit of any real property tax credits which may not continue as credits to any purchaser of the Subject Property.
18. THAT there are no waterways (including ponds, marshlands or streams) located on or abutting the property.
19. THAT the parties in possession of the Subject Property are: Gomez Investments LLC.
20. THAT no one has ever questioned or disputed my/our ownership of the Subject Property.
21. THAT there have not been any liens, judgments or mortgages, nor will there be any liens, judgments or mortgages, filed between the effective date of the commitment and the recording of the Deed and/or Mortgage.
22. That any municipal point of sale requirements have been fully complied with by the parties.
23. Seller agrees to remove any liens, judgments or mortgages that may arise from the date of the execution of this affidavit until the recordation of the deed that will be insured by the Company within fifteen (15) days after receipt of a written notice from the Company of such title defect(s).

Wherever used in this Affidavit, the singular shall be construed to mean the plural, and the plural shall be construed to mean the singular, as the case may be.

NOTE: If any of the statements above are incomplete, inaccurate, or require further explanation or comment, it is the responsibility of the undersigned to place an "X" in the box below and to provide detailed explanation(s) on the opposite page.

THE PURPOSE OF THIS AFFIDAVIT is to induce Chicago Title Company, LLC to make and complete settlement on the Subject Property, and to issue the Mortgagee/Owner Policy(ies) referred to in said document, free and clear of all judgments, State or Federal tax liens, bankruptcy, or unrecorded interests and that Chicago Title Company, LLC will rely upon the accuracy of the statements contained herein. I/We in our individual capacity or as an officer of a corporation or partner in a general or limited partnership, affirm and state under penalties of perjury that unless I/we have made written notations on this Affidavit to the contrary, all of the foregoing statements are true and correct to the best of my/our knowledge and the contrary, all of the foregoing statements are true and correct to the best of my/our knowledge and belief. I/We hereby indemnify Chicago Title Company, LLC in the event the information provided herein is untrue or incorrect.

SELLER/OWNER AFFIDAVIT
(continued)

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

Gomez Investments LLC

BY: [Signature]
Vanessa Gomez
Sole Member

STATE OF OH
COUNTY OF Cuyahoga

Sworn to or affirmed and subscribed before me by Vanessa Gomez this date of 9/30 October 1, 2021.

[Signature]
Notary Public
My commission expires: [Signature]



Janice King
Notary Public
State of Ohio
Cuyahoga County
My Commission Expires
October 2, 2025

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



Date: September 30, 2021
Chicago Title Company, LLC File No.: 2100151117-20
Property: 3439 West 91st Street, Cleveland, OH 44102

Please request a **final reading** from the water/sewer department for the date of title transfer, October 1, 2021. The seller is responsible for payment through the transfer date of the property.

Please **fax or mail** proof of payment of **FINAL** water/sewer bill along with this completed form for a refund of the escrow hold back, **OR** mail or fax the actual **FINAL** bill to the address/phone number below along with this completed form, and Chicago Title Company, LLC will pay the final bill for you, from the escrow holdback and refund the balance.

Please include a copy of both water and sewer bills, unless they appear together on the same statement. These must say **FINAL** on the face of the bill.

Please forward escrow holdback refund to:

Name: Vanessa Gomez

Address: 3321 Hillcrest Ave

City/State/Zip: Cleveland, OH 44102

Phone: (401) -793-1696

Name of the Property's Water Dept.: Cleveland Water

City And Phone Number of the Property's Water Dept.:

Mailing address for this form, proof of payment, and/or copy of bill.

Chicago Title Company, LLC
5056 Waterford Dr
Sheffield Village, OH 44035-0705

OR

Fax this form, proof of payment and/or copy of bill to:

Fax No.: 440-934-1874 / Attention: Corey Rider



Order No.: 2100151117-20
Date: October 1, 2021
Property: 3439 West 91st Street, Cleveland, OH 44102

To whom it may concern:

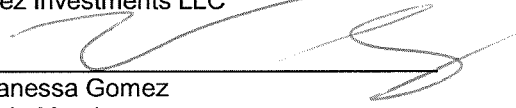
We, the undersigned, do hereby acknowledge that any and all repairs, inspections, contingencies, or other conditions previously required in connection with the purchase of the above referenced property, have been met and taken care of to our satisfaction.

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

9/30/2021
Date

Axel Alberto Alvarez

Date

Marie O. Morales Laboy

Date



**CHICAGO TITLE
COMPANY**

AUTHORIZATION TO DEPOSIT FUNDS

Date: October 1, 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):

Axel Alberto Alvarez


Date

Marie O. Morales Laboy

Date

SELLER(S):

Gomez Investments LLC

BY: 
Vanessa Gomez
Sole Member

9/30/2021
Date



CHICAGO TITLE COMPANY

SUBSTITUTE FORM 1099-S

Proceeds from Real Estate Transactions as required by the Internal Revenue Service
You are required by law to provide Chicago Title Company, LLC with your correct taxpayer identification number. If you do not provide your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law.

Branch Address
Chicago Title Company, LLC
5056 Waterford Dr
Sheffield Village, OH 44035-0705
County Lorain

This is important tax information and is being furnished to the Internal Revenue Service, as required by section 1521 of the Tax Reform Act of 1986. If you are required to file a return, a negligence penalty or other sanction will be imposed if this income is taxable and the IRS determines that it has not been reported.

Escrow No.: 2100151117-20

Date of closing: _____

PROPERTY ADDRESS OR LEGAL DESCRIPTION

3439 West 91st Street, Cleveland OH 44102

Assessor's Parcel Number (APN) - 017-28-154

PROCEEDS FOR THIS SALE WENT TO: (MULTIPLE SELLERS - Use one form for each seller. Treat husband and wife as one seller (filing joint tax returns) unless requested otherwise, then separate forms must be used.)

1. Gomez Investments LLC
Sellers Name (First, MI, Last or Entity Name)
2. _____
Spouse or Personal Representative

82-1297172
Federal Tax ID# for this seller
(List only the Tax ID# for the seller listed on Line 1, spouse Tax ID# not required. Executor/Trustee should not list their name as the seller unless they are going to report the proceeds on their personal income tax return. Disregarded entities should provide the name and Tax ID# of the responsible person/entity.)

TOTAL CONSIDERATION

\$ _____ Total Consideration
_____ % Percentage of ownership for this seller
\$ _____ GROSS Allocated Proceeds
(Total consideration multiplied by percentage of ownership)

Exchange (If checked)
\$ _____ Tax Credit to Seller (Real property tax credits to seller contained in the 400 series of the HUD-1 or comparable closing statement form).

MAILING ADDRESS AFTER CLOSE:

3321 Hillcrest Ave
Cleveland, OH 44109

Check here if the address is outside of the U.S.A.
 Check here if you are a foreign person per IRS regulations (nonresident alien, foreign partnership, foreign estate, or foreign trust). Do not sign below.

Under penalties of perjury, I certify that I am a U.S. person or U.S. resident alien and the number shown on this statement is my correct taxpayer identification number.

[Signature]
Transferor's Signature sale member

9/30/2021
Date

Spouse

Date

Retain for 4 years

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

Date of Closing: October 1, 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):

Axel Alberto Alvarez

Marie O. Morales Laboy

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 September 30, 2021

Notary

My Commission Expires: _____



Janice King
Notary Public
State of Ohio
Cuyahoga County
My Commission Expires
October 2, 2025

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.

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
CUYAHOGA 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 CLEVELAND, Ohio this 30 day of SEPTEMBER 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



Janice King
Notary Public
State of Ohio
Cuyahoga County
My Commission Expires
October 2, 2025



**CHICAGO TITLE
COMPANY**

**DISBURSEMENT OF PROCEEDS/WIRE
TRANSFER INSTRUCTIONS
(SELLER)**

Chicago Title Company, LLC
5056 Waterford Dr
Sheffield Village, OH 44035-0705
Phone: 440-933-2936 Fax: 440-934-1874

Date: September 30, 2021
Escrow No.: 2100151117-20

The undersigned hereby authorizes and directs Chicago Title Company, LLC to wire transfer funds, as indicated below, to the Receiving Bank and Account or to disburse proceeds/refunds as indicated below. The undersigned warrants that the information provided in this Authorization is complete and accurate.

NET PROCEEDS DUE THE UNDERSIGNED to be: Wire Transfer (complete instructions below)
(Your bank may charge you for this service)

Disbursed as indicated: HOLD for Pick Up Overnight Delivery (The actual charge for this service may be deducted from the funds)

CALL when check is ready for Pick Up, Phone No. (401)-793-1696

Mail: (Complete Forwarding Mailing Address on next page)

Transfer funds in the amount of \$ _____ to _____

OTHER: _____

Wire Transfer Instructions

Receiving Bank: _____

City/State: _____

ABA No.: _____

Account Name: **Gomez Investments LLC**

****WARNING: Do not risk wire being returned! Escrow Holder must disburse funds payable to the vested owners of the subject property. (Example: if you own the property in your Trust, the Account Name MUST also be in your Trust.) Initials: _____**

Account No.: _____

For further credit to: _____

Account No.: _____

Notify: _____

Phone: _____

Memo: _____

Other: _____

Provided that the funds are wire transferred in accordance with these instructions, Chicago Title Company, LLC shall not be liable for any act or omission of any financial institution or any other person, nor shall Chicago Title Company, LLC have any liability for loss of funds or interest thereon. In no event will damages exceed interest at a rate equal to Federal Funds rate, adjusted daily, for the number of days that such funds are unavailable. The undersigned shall indemnify and hold harmless Chicago Title Company, LLC, its successors or assigns, from any loss, liability and cost incurred as a result of any incorrect information supplied.


In no event shall Chicago Title Company, LLC be liable for any special, consequential, indirect or incidental damages, regardless of whether any claim is based on contract or tort whether the likelihood of such damage was known to Chicago Title Company, LLC.

END OF INSTRUCTIONS

**DISBURSEMENT OF PROCEEDS/WIRE
TRANSFER INSTRUCTIONS
(SELLER)
(continued)**

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

Gomez Investments LLC

BY: 
Vanessa Gomez
Sole Member

9/30/2021
Date

(FOR INTERNAL PURPOSES ONLY)

Received in Person From: _____

Spoke To: _____

Company/Party: _____

Phone No.: _____

Reason for Change: _____

Date/Time: _____ / _____

Confirmed By: _____

Forwarding Address:

3321 Hillcrest Ave
Cleveland, OH 44109

Phone: vanessagomez188@gmail.com

Email: (401)-793-1696