

CLOSING/SIGN-UP CHECKLIST BUYER ~ SELLER

Funds & Docs Date:	Filing Date: 09/01/2017		
Escrow Officer: Cheryl Woodson	Escrow Asst: Kristy Simon		
Officer Phone: (216) 986-7618			
File #: 17-OH-05083	Loan Type: None		
Property Address: 131 Oakwood Drive, Avon Lak	:е, ОН 44012		
Seller(s): Delinda Bittner			
Phone Number: 440-371-3738			
Appointment Date, Time and Location:			
Buyer(s): Green Pointe Management			
DI 311 240 CAE 0848			
Appointment Date, Time and Location:			
Selling Agent & Office Chris Kaylor, Realty Tru	st Services Phone No.: (330) 840-1073		
Listing Agent & Office Nathan Torok, Howard I	Total and a second seco		
Loan Officer:	Phone No.:		
Lender Contact:	Phone No.:		
Additional Items Needed at Closing			
Funds \$ □ Certified Bank Che	eck, Correct Payee, Signed & Dated.		
☐ Insurance ☐ Effective Date, Paid Receipt/Bill, Dwelling Coverage, Correct Names, Address and Loss Payee			
Copy of Driver's License for all parties			
Holding for Final Water Bill \$			
☐ Current Taxes: \$ ☐ Paid ☐ Not Pa	id		
Additional Requirements: Mull Must	m w/sob managan		
<u> Amender) on all documents. O</u>	Med the mailing oldness		
Dri Complyager Korne - Buyer to	ansum question 40		

Barristers of Ohio ALTA Universal ID: 6000 Parkland Blvd Mayfield Heights, OH 44124

File No./Escrow No.:

17-OH-05083

Print Date & Time:

July 6, 2017 11:07 am

Officer/Escrow Officer:

Cheryl Woodson

Settlement Location:

6000 Parkland Blvd

Mayfield Heights, OH 44124

Property Address:

131 Oakwood Dr.

Avon Lake, OH 44012

Buyer:

Green Pointe Management, LLC

21380 Lorain Road Fairview Park, OH 44126

Seller:

Delinda Bittner

2044 Heights Avenue Youngstown, OH 44502

Lender:

Settlement Date: Disbursement Date:

July 12, 2017 July 12, 2017

Description	Borrower/Buyer		
	Debit	Credit	
Financial			
Sale Price of Property	48,000.00		
Buyers funds to close		1,000.00	
Prorations/Adjustments			
County Taxes PPN xx005 01/01/17 - 07/12/17		863.99	
County Taxes PPN xx006 01/01/17 - 07/12/17		232.01	
Title Charges and Escrow/Settlement Charges			
Commitment Fee to Barristers of Ohio	100.00		
Conditional Filing Fee to Barristers of Ohio	50.00		
Express/Courier Fee to Barristers of Ohio	13.61		
Incoming Wire Fee to Barristers of Ohio	5.00		
Settlement/Escrow fee to Barristers of Ohio	275.00	·	
Special Tax Search to Barristers of Ohio	50.00	-	

Description	Borrower/Buyer	
	Debit	Credit
Title Charges and Escrow/Settlement Charges (continued)		
Seller 1/2 owners policy to Barristers of Ohio Coverage: 48,000.00 Premium: 276.00	138.00	
Government Recording and Transfer Charges		
Recording Fees to Lorain County Recorder	28.00	
	Debit	Credit
Subtotals	48,659.61	2,096.00
Due from Buyer		46,563.61
Totals	48,659.61	48,659.61

Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Barristers of Ohio to cause the funds to be disbursed in accordance with this statement.

Buyer

Green Pointe Management, LLE

BY:

Robert Gillespie, Sole Managing Member

Cheryl Woodson Settlement Officer

SETTLEMENT CERTIFICATION

NOTICE TO ALL PARTIES: If information is obtained which indicates that the source of the borrower's financial contribution is other than from the borrower or other than stated by the lender in its closing instructions, the settlement agent is to obtain written instructions from the lender before proceeding with settlement.

CERTIFICATION OF BUYER IN A MORTGAGE LOAN TRANSACTION

I certify that I have no knowledge of any loans that have been or will be made to me (us) or loans that have been or will be assumed by me (us) for purposes of financing this transaction, other than those described in the sales contract dated (including addenda). I certify that I (we) have not been paid or reimbursed for any of the cash down payment. I certify that I (we) have not and will not receive any payment or reimbursement for any of my (our) closing costs which have not been previously disclosed in the sales contract (including addenda) and/or my application for mortgage insurance submitted to my (our) mortgage lender. I have carefully reviewed the Closing Disclosure and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursement made on my account by me in this transaction. I further certify that I have received a copy of the Closing Disclosure.

Green Pointe Management, LLC

7/12/17

BY:	Date
Robert Gillespie,	_
Sole Managing Member	
CERTIFICATION O	OF SELLER IN A MORTGAGE LOAN TRANSACTION
contract dated (including addenda). I cert cash down payment. I certify that I have not costs which have not been previously discloss Settlement Statement and to the best of m	of any loans that have been or will be made to the borrower(s), or loans that have for purposes of financing this transaction, other than those described in the sales lify that I have not and will not pay or reimburse the borrower(s) for any part of the borrower's closing sed in the sales contract (including addenda). I have carefully reviewed the ALTA by knowledge and belief, it is a true and accurate statement of all receipts and in this transaction. I further certify that I have received a copy of the ALTA
Delinda Bittner	Date
CERTIFICATION OF SETT	LEMENT AGENT IN A MORTGAGE LOAN TRANSACTION
which were (1) received, or (ii) paid outside (losing Disclosure which I have prepared is a true and accurate account of the funds closing, and the funds received have been or will be disbursed by the undersigned further certify that I have obtained the above certifications which were executed by
Barristers of Ohio, LLC	
Ву:	
Settlement Agent - Barristers of Ohio,	LLC Date
[The certifications contained herein may be separate addenda]	obtained from the respective parties at different times or may be obtained on

<u>WARNING</u>: It is a crime to knowingly make false statement to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

Barristers of Ohio, LLC 6000 Parkland Blvd

Mayfield Heights, OH 44124

STANDARD CONDITIONS OF ACCEPTANCE OF ESCROW

6000 Parkland Blvd, Mayfield Heights, OH 44124		Escrow No.: 17-OH-05083
In the matter of sale of premises known as: 131 Oakwood Dr., Avon Lake, OH 440	012	
By: Delinda Bittner hereinaster known as Seller. To: Green Pointe Management	, LLC hereinafter known as Buyer.	
Instructions for escrow have been deposited in the form of a Sale Agreement dated LLC, Escrow Agent	and/or Escrow instructions dated	With Barristers of Ohio,
IN CONSIDERATION of the acceptance of the above escrow by Barristers of O acceptance is predicated upon the following conditions and stipulations and that provisions:	Phio, LLC (hereinafter known as the Company) all any modification of said escrow instructions shall	of the parties agree that said I be subject to the following
1. If one or more of the parties to this escrow have failed to deposit on or before fifteen (15) days from and after the date hereof or the date expressly set forth in the instructions, whichever is later, the funds or documents required by the terms of the instructions; or within fifteen (15) days after written notice from the Company one or more of the parties hereto have failed to deposit additional funds or documents necessary to perform the conditions and requirements of the instructions: then the non-defaulting party may, upon written demand, terminate this escrow, and all funds and documents will then be returned to the parties depositing them. Absence of written demand shall be construed as an extension of time. 2. The Company shall be liable for only such funds and instruments as are actually deposited and received by it for the purposes of this escrow and shall have a lien on all funds and instruments deposited with it for the purposes of securing any fees, costs, or other charges incurred by it for the performance of any act enjoined upon it by the terms of the escrow agreement submitted herein. Any cash or checks required by the terms of the instructions and received by the Company rasy be deposited to the credit of the Company's escrow account in any depository which it may select and the Company shall not be liable for any loss or damage which may occur by reason of such deposit. All disbursements shall be made by the issuance of checks or wire transfers on such account. The Company shall not be liable for payment of any funds in the event it shall be prevented from making payment by operation of law otherwise. Funds in servor whall not be entitled to dividends or interest. Any and all funds, documents, or property deposited by others than Seller and Buyer shall be subject to the instructions of such depositing parties. 3. The Company assumes no responsibility, marketability of any buildings, fixtures, improvements or installations located or presumed to be located upon the premises; (d) the exi	duplicate that has been certified by the County Auditor as this escrow. Escrow Agent shall debit and/or credit Puresulting from proration of taxes and assessments. In the reduced as shown on the last available County Treasurd certified by the County Auditor as of the date of transfer to, Seller's entitlement to a homestead exemption under 323-157 of the revised code, adjustment of taxes in this es of such reduced amount unless principal parties hereto join 5. Where the holder of mortgage requires the consent Company may withhold filing of documents until such cowaiver of such consent is furnished by the parties. If title mortgage and the principal balance is greater or smaller instructions such difference shall be adjusted between disbursements. 6. The Company is not required to commence any title documents necessary to the completion of this transactic escrow. Provided the terms of the escrow can be compil withhold completion and settlement of the escrow, unless and in so doing the Company shall not be or become liable its failure or refusal to comply with conflicting or adverse 7. Unless otherwise specified in the instructions, Selle cost of the following items: examination of title and title escrow fee, all taxes, and assessments due and payable to 1 of filing the instruments for record in the within escrow, is liens or encumbrances not specifically assumed by Buyer and Unless otherwise specified in the instructions, Buyer shall the following items: one-half escrow fee, cost of record Buyer's mortgage on totherwise provided for herein. Seller as expenses ordinarily chargeable to the Buyer that are not reason of any Governmental Regulations. The cost of expense shall be borne by the party benefited thereby. Pevent that the Escrow Agent is required to respond to any Escrow Agent, then the Escrow Agent shall be reimbursed (including reasonable attorney fees), all of which shall parties. The company is authorized to charge an annual escrow file and deduct same from the deposits held in aban and any errors or om	rchaser and Seller the amounts over real estate taxes have been or it is tax duplicate that has been or title, including, but not limited Sections No. 323-151 through crow shall be made on the basis ally instruct otherwise. for the assumption thereof, the meet is furnished or the written is it being conveyed subject to a that the amount recited in the ment the parties in the escrow examination until all funds and me shall have been deposited in ed with, the Company will not a restrained by Order of Court, to either the Buyer or Seller for claims or demands. The shall be chargeable with the evidence, transfer tax, one-half the County Treasurer at the date and costs of satisfying of record according to instructions herein, be chargeable with the cost of ding deed, conveyance fee and expense required by the Buyer grees to pay all of the necessary collectable from the Buyer by any extraordinary services or arties hereby agree that in the court action without fault of the for all his costs and expenses, be charged to the appropriate fee of \$200.00 minimum per doned escrows. all be limited to proration of the hereof when required by the led to it on loan questionnaires acrow prior to transfer of title, adjusted between the parties age by the Buyer, the Company ransfer policies, which provide municipality which has enacted a receipts, or other documents of an escrow transaction, the ovisions of such ordinances by the Company prior to transfer of such ordinances.
Green Pointe Management, LLC		
BY:	Delinda Bittner	
Robert Gillespie, Sole Managing Member		

BARRISTERS OF OHIO, LLC

By: Cheryl Woodson

Authorization to Release Information

Buyer: Green Pointe Management, LLC

Seller: Delinda Bittner

AFFIDAVIT OF "ARM'S LENGTH TRANSACTION"

All Parties to th	e contract on the pren	nises dated;	
Property addres	s:		
Hereby affirm th	nat this is an "Arm's I	ength Transaction",	
TITIOL COL MINT (TIC	contract is a family m mortgagor. Further, t er or buyer or their ag	ember, business associate, or share here are no hidden terms or special ents or mortgagor.	a business understandings
at anytime after	he execution of this si	ts have any agreements written or intry as renters or regain ownership of the part sale transaction. None of the particular tion except the sales commission.	A
(Seller)	Date	(Seller)	Date
Print Name		Print Name	
(Seller's Agent)	Date	(Buyer's Agent)	Date
Print Name and Co		Print and Company	
			10 1 TO 10 TO 10 10 10 10 10 10 10 10 10 10 10 10 10
Buyer)	Date	(Buyer)	Date
Robert Gillespie, M Print Name and Tit			
THE LAURIC SHIT THE	c Co. Name	Print Name and Title Co	. Name



Signing of Additional Documents

File No.: 17-OH-05083

Buyer(s): Green Pointe Management, LLC

Seller(s): Delinda Bittner

Property Address: 131 Oakwood Dr., Avon Lake, OH 44012

Buyer(s) and Seller(s) hereby acknowledge(s) he/she may be asked to sign additional documentation required by Seller(s) Lender after the closing, and that if asked, Buyer(s) will accommodate said requests by Seller(s) Lender and/or Barristers of Ohio, LLC, and execute said documents.

Buyers	Sellers
Green Pointe Management, LLC BY:	Delinda Bittner
Robert Gillespie, Sole Managing Member	

The parties do hereby acknowledge that there may be assessments outstanding against the property that are not shown on the tax duplicates used for closing.

The parties agree to be responsible for their proportionate share of any said assessment and hold Barristers of Ohio, LLC harmless from any and all claims arising from those assessments.

Seller(s):
Delinda Bittner
Date
Buyer(s):
Green Pointe Management, LLC
BY:
Robert Gillespie,
Sole Managing Member



Affiliated Business Arrangement Disclosure Statement

This notice is required by the Real Estate Settlement Procedures Act (24 CFR Part 3500)

To: Green Pointe Management, LLC

From: Barristers of Ohio, LLC File #: 17-OH-05083

Property: 131 Oakwood Dr., Avon Lake, OH 44012

Date: June 7, 2017

This is to give you notice that Barristers of Ohio has a business relationship with Howard Hanna Smythe Cramer Company, Howard Hanna Company, Ohio Home Mortgage Assured Corporation d/b/a Howard Hanna Mortgage Services ("HHMS"), Howard Hanna Insurance Services, Inc. and Great Lakes Surveying, LLC. HHMS and the above referenced providers have the same parent company, Hanna Holdings, Inc., Hanna Holding's owns 100% of the above referenced providers with the exception of a 49% ownership interest in Great Lakes Surveying, LLC. Because of this relationship, this referral may provide Barristers of Ohio a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed providers as a condition for the settlement of your loan or for the purchase, sale or refinance of the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Barristers of Ohio

Range of Fees

Owner Fee Title Insurance fees on purchases up to \$80,000.00 have a minimum cost of \$175.00 and Enhanced Coverage of \$200.00

On the excess over \$100,000:	Basic Coverage	Enhanced Coverage
	Per thousand	Per thousand
\$80,0001 - \$150,000	\$5.75	115% of Owners Fee
\$150,001 - \$250,000	\$4.50 + \$187.50	115% of Owners Fee
\$250,001 - \$500,000	\$3.50 + \$437.50	115% of Owners Fee
\$500,001-\$9,000,000	\$2.75 + \$812.50	115% of Owners Fee
Settlement Fee (Based on purchase price)	\$175.00 - \$600.00	
Title Endorsement Fees	\$200.00 to \$350.00	
Closing Protection Letter Fee	\$35.00 - \$85.00	
Title Charges	\$100.00 - \$600.00	

Howard Hanna Mortgage Services, Inc.

Range of Fees

Loan Origination Fee	0-1% of Loan Amount
Points	0-6% of Loan Amount
Commitment Fee	\$0.00 to \$500.00
Underwriting Fee	\$275.00 to \$375.00
Advance Equity Application Fee	\$500.00 to \$900.00
Document Preparation Fees	\$275.00 to \$375.00
Processing Fee	\$375.00 to \$500.00
Tax Service Fee	\$0.00 to \$85.00
Misc Fee (tax transcripts, VOE, etc)	\$20.00 to \$135.00

Howard Hanna Insurance Services, Inc.

Range of Fees

Insurance premiums vary with the amount of coverage. Policies for homes from \$50,000 to \$250,000 range from \$400.00 to \$1,800.00.

Great Lakes Surveying, LLC Range of Fees

Single Family Residence Survey \$160.00 to \$500.00

ACKNOWLEDGEMENT

I/we have read this disclosure form, and understand that Barristers of Ohio is referring me/us to purchase the above-described settlement services and may receive a financial or other benefit as the result of this referral.

Green Pointe Management, LLC

Robert Gillespie,

Sole Managing Member



June 7, 2017

Barristers of Ohio 6000 Parkland Blvd Mayfield Heights, OH 44124

Sincerely,

RE: 131 Oakwood Dr., Avon Lake, OH 44012

This letter is to advise you that all conditions, as stated in the Purchase Agreement, including and addendums have been completed and all contingencies in the Purchase Agreement or Addendums have been removed.

We authorize you, as Escrow Agent, to proceed with closing of the transaction pursuant to the terms of the Purchase Agreement.

Green Pointe Management, LLC

BY:

Robert Gillespie,
Sole Managing Member

Delinda Bittner

DISBURSEMENT AUTHORIZATION

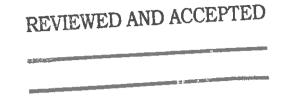
RE: 131 Oakwood Dr., Avon Lake, OH 44012
Dear Barristers of Ohio:
This letter serves as your authorization to disburse the proceeds of sale relative to the above captioned property as indicated below: Note: Please complete forwarding address for final ALTA Statement to be sent.
Check for full proceeds to be picked up at Barristers of Ohio
Check for full proceeds to be ☐ mailed or ☐ Delivered via Overnight Mail for an additional charge. (Estimate of \$13.00 - Actual charges will apply)
To:
Check for full proceeds to be wired for an additional charge of \$20.00 to:
(<u>PLEASE NOTE:</u> If the Property is in a trust or estate, then the account <u>MUST</u> be in the name of the trust or estate in order to wire funds.)
If at any time you wish to change the wire instructions you provide below, you MUST go to the Barristers of Ohio office with your ID and Voided Check to sign a new form. Email or phone notification will not be accepted
Bank Name
City State
ABA # or Routing #
Account #
Account Name
WIRE OR EXPRESS MAIL FEE TO BE DEDUCTED FROM PROCEEDS
My signature below authorizes Barristers to proceed with the disbursement as instructed:
Green Pointe Management, LLC BY: Robert Gillespie, Delinda Bittner
Sole Managing Member Forwarding Address:
New Contact Number:
Last 4 digits of your SSN:

DTE FORM 100 (REV 12/98)

REAL PROPERTY CONVEYANCE FEE STATEMENT OF VALUE AND RECEIPT

If exempt by O.R.C. 31954(F)(3), Use DTE Form 100 (EX) FOR COUNTY AUDITOR'S USE ONLY

Type Instrument	Tax List Year	County Number 47	Tax Dist. Number	Date	
Property Located in The City	of Avon Lake			Taxing District	Number
Name on Tax Duplicate Delin	da Bittner		Tax Duplicate Year 201	6	
Acct. or Permanent Parcel No.	04-00-030-125-005, 04-00	-030-125-006	Map Book Page		No. of Parcels
Description:			☐ Platted	☐ Unplatted	
AUDITOR'S COMMENTS:	•	☐ New Improveme			DTE Code No.
GRANTEE OI	☐ C.A.U.V. ☐ Building R. REPRESENTATIVE MUS	emoved ST COMPLETE ALL O	☐ Other	TION	
7	VPE ALL INFORMATION	SEE INSTRUCTIONS	S ON NEXT PAGE		Neigh. Code
1. Grantor's Name Delind: 2. Grantee's Name Green I		Phio 44012	Phone: 440-371 Phone: 330-635		
3. Address of Property 131	Oakwood Dr., Avon Lake, C	Ohio 44012			No. of Acres
4. Tax Billing Address 1 5. Are there buildings on the	ne land? XES	□ NO If yes check type	 ::		
■ 1, 2 or 3 Family Dwl	g. Condominium	Apartment: No. of Units			Land Value
If land is vacant, what is				-2	
6. Conditions of Sale (Chec	ck all that apply:)	Leasehold	art Interest Transfer		Bldg. Value
7. a) New Mortgage Amou	nt (If any)		\$		Total Value
	any)				Total Value
c) Cash (If any)			\$ 48,000	<u> </u>	TOTAL OLI
d) Total Consideration (A	Add Lines 7a, 7b and 7c)	•••••	\$ 48,000		DTE Use Only
e) Portion, if any, of tota	l consideration paid for items	other than real property	\$		
f) Consideration for real	property on which fee is to be	paid (7d minus 7e)	\$ 48,000		DTE Use Only
g) Name of Mortgagee _ h) Type of Mortgage	ПСопу ПЕНА Г	V.A. Other:	,		
	t, estimated market value of th	e real property	\$		DTE Use Only
	I that this property is entitled t ead exemption for the precedi				
9. Has the grantor indicated	that this property qualified fo				Consideration
	year? YES NO. I eduction (NOTICE: failure to				
receiving this reduction t	until another proper and timely	application is filed): Wil			DTE Hoo Ook
	nuary 1 of next year? TYE nulti-unit dwelling? TYE				DTE Use Only Valid Sale
I DECLARE UNDER PENAL BEST OF MY KNO	LTIES OF PERJURY THAT OWLEDGE AND BELIEF IT				YES 2 NO
		, , , , , , , , , , , , , , , , , , , ,			
SIGNATURE of GRANTEI	E or REPRESENTATIVE	PRINT NAM			DATE
	ECEIPT FOR PAYMENT (OF CONVEYANCE FEI	E		
The conveyance fee required					
amount of \$				and rec	eived
by the Lorain		County Auditor.			
Mark R. Stewa	<u>rt </u>	COUNTY AUDITOR	DATE		<u></u>



False (Per ORC 317.114 space above this line is reserved for county engineer, county auditor and county recorder)

GENERAL WARRANTY DEED

Delinda Bittner, married, Grantor, of Lorain County, Ohio, for valuable consideration paid, grant, with general warranty covenants, to Green Pointe Management, LLC, An Ohio Limited Liability Company, Grantee, whose tax-mailing address is 131 Oakwood Dr., Avon Lake, OH 44012, the following described REAL PROPERTY:

Situated in the City of Avon Lake, County of Lorain, and State of Ohio, and known as being Sublots Nos. 27 and 29, Block 5 in Avon Dover Beach Subdivision No. 1 of part of Original Township Lot No. 30, as shown by the recorded plat of said Subdivision in Volume 11, Page 27 of Lorain County Records, as appears by said plat, be the same more or less.

Prior Instrument: 2015-0545710

Parcel No.: 04-00-030-125-005 and 04-00-030-125-006 Property Address: 131 Oakwood Dr., Avon Lake, OH 44012

EXCEPTIONS TO THE GENERAL WARRANTIES: (a) such encroachments and recorded restrictions, easements and conditions, including without limitations subsurface rights, which do not materially adversely affect the Property's use or value; (b) zoning ordinances, if any; (c) taxes and assessments, whether general or special, which are a lien on the Property but not yet payable.



ISSUED BY

First American Title Insurance Co

Commitment

FIRST AMERICAN TITLE INSURANCE CO, a California corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 180 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

In Witness Whereof, First American Title Insurance Co has caused its corporate name to be affixed by its duly authorized officers on the date shown in Schedule A.

First American Title Insurance Company

Dennis J. Girnore

President

Jeffrey S. Robinson Secretary

(This Commitment is valid only when Schedules A and B are attached)

This jacket was created electronically and constitutes an original document

INSURANCE FRAUD WARNING: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF FRAUD.

Copyright 2006-2009 American Land Title Association. All rights reserved. The use of this form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

Form 5011639 (7-1-14)

Page 1 of 2

ALTA Commitment for Title Insurance (6-17-06)

CONDITIONS

- 1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
- 2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions,
- 3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
- 4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
- 5. The policy to be Issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at < http://www.alta.org/



First American Title Insurance Co

Schedule A

File No.: 17-OH-05083

1. Effective Date: May 26, 2017 at 08:00 AM

2. Policy (or Policies) to be issued:

AMOUNT

a. ALTA Owners Policy (2006)

\$48,000,00

Proposed Insured: Green Pointe Management, LLC

3. The estate or interest in the land described or referred to in this Commitment is: (Identify estate covered, i.e. Fee, Leasehold, etc.)

Fee Simple.

4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:

Delinda Bittner

5. The land referred to in this Commitment is described as follows:

Situated in the City of Avon Lake, County of Lorain, and State of Ohio, and known as being Sublots Nos. 27 and 29, Block 5 in Avon Dover Beach Subdivision No. 1 of part of Original Township Lot No. 30, as shown by the recorded plat of said Subdivision in Volume 11, Page 27 of Lorain County Records, as appears by said plat, be the same more or less.

Issuing Agent:

Barristers of Ohio

Agent ID No.:

4040303

Address:

6000 Parkland Blvd

City, State, Zip: Mayfield Heights, OH 44124

Telephone:

216-986-7600

Authorized Countersignature

(This Schedule A valid only when Schedule B is attached)

INSURANCE FRAUD WARNING: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF FRAUD.

Form 5011639-A (7-1-14)

Page 1 of 1

ALTA Commitment (6-17-06)



ISSUED BY

First American Title Insurance Co

Schedule BI

File No.: 17-OH-05083

REQUIREMENTS

The following requirements must be satisfied:

- 1. Payment of the full consideration to, or for the account of, the grantors or mortgagor,
- 2. Submit to the Company documentary evidence issued by the appropriate office in its state of domicile that Green Pointe Management is a duly registered legal entity in good standing.
- 3. Submit to the Company a Resolution by the Board of Directors or Shareholders of Green Pointe Management, authorizing the mortgage and directing the proper officers to execute the Mortgage on behalf of the Corporation.
- 4. Warranty Deed from Delinda Bittner, and spouse/s, if any to Green Pointe Management.
- 5. Mortgage to be insured from Green Pointe Management to To Be Determined.
- 6. Satisfactory Release or Subordination of all liens shown in Schedule B, Section II.

Form 5011639-BI (7-1-14)

Page 1 of 1

ALTA Commitment (6-17-06)

Ohio - Schedule BI



ISSUED BY

First American Title Insurance Co

Schedule Bll

File No.: 17-OH-05083

EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

- Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public 1. 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 covered by this commitment,
- Any facts, rights, interests, or claims that are not shown in the public records but that could be ascertained by an 2. inspection of the land or by making inquiry of persons in possession of the land.
- Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including 3_ discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.
- Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and 4. not shown in the public records.
- 5. Rights of parties in possession of all or any part of the premises, including, but not limited to, easements, claims of easements or encumbrances that are not shown in the public records.
- The lien of the real estate taxes or assessments imposed on the title by a governmental authority that are not 6. shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the public records.
- 7. The following exception will appear in any loan policy to be issued pursuant to this commitment: Oil and gas leases, pipeline agreements, or any other instrument related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.
- 8. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
- 9. 2016 Tax Duplicate for Parcel Number 04-00-030-125-005 (as to Lot 27);

Form 5011639-BII (7-1-14) Page 1 of 3 ALTA Commitment (6-17-06)

SCHEDULE BII

(Continued)

10. The first half tax in the amount of \$809.99, including current assessments, if any, is UNPAID.

The second half tax in the amount of \$809.99, including current assessments, if any, is UNPAID.

Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is \$2,111.16.

Assessed Values:

Land: \$6,920 Building: \$18,850 Total: \$25,770

Taxes and Assessments for subsequent years are undetermined, and a lien, not yet due or payable.

Delinquent utility charges, weed cutting, and waste removal charges may become a lien on the subject real estate. No liability is assumed by the company for ascertaining the status of these charges. The proposed insured is cautioned to obtain the current status of these payments.

Taxes or assessments approved, levied or enacted by the State, County, Municipality, Township or similar taxing authority, but not yet certified to the tax duplicate of the County in which the land is situated, including but not limited to any retroactive increases in taxes or assessments resulting from any retroactive increase in the valuation of the land by the State, County, Municipality, Township, or other taxing authority.

- 11. NOTE: A search for uncertified special tax assessments has not been performed.
- 12. 2016 Tax Duplicate for Parcel Number 04-00-030-125-006 (as to Lot 29):
- 13. The first half tax in the amount of \$217.51, including current assessments, if any, is UNPAID.

The second half tax in the amount of \$217.51, including current assessments, if any, is UNPAID.

Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is \$749.11.

Assessed Values:

Land: \$6,920 Building: \$0 Total: \$6,920

Taxes and Assessments for subsequent years are undetermined, and a lien, not yet due or payable.

Delinquent utility charges, weed cutting, and waste removal charges may become a lien on the subject real estate. No liability is assumed by the company for ascertaining the status of these charges. The proposed insured is cautioned to obtain the current status of these payments.

Taxes or assessments approved, levied or enacted by the State, County, Municipality, Township or similar taxing authority, but not yet certified to the tax duplicate of the County in which the land is situated, including but not limited to any retroactive increases in taxes or assessments resulting from any retroactive increase in the valuation of the land by the State, County, Municipality, Township, or other taxing authority.

- 14. NOTE: A search for uncertified special tax assessments has not been performed.
- 15. Open-End Mortgage from Robert L. Ott and Kathleen Ott, husband and wife, to FirstMerit Bank, N.A., in the amount of \$80,000.00, recorded October 19, 2005 as Instrument No. 20050104809. (Covering caption)
- 16. This Deed of Trust or Mortgage states that it secures an Equity Line/Revolving Line of Credit. If this loan is to be paid off in this transaction then proper steps should be taken to ensure that the Company will be provided with a Full Satisfaction or Full Reconveyance for recording after payoff.

SCHEDULE BII

(Continued)

- Restrictions and any other terms, covenants and conditions disclosed by instrument recorded in Deed Volume 202, Page 18 on June 23, 1924 and any subsequent instruments pertinent thereto, but deleting therefrom, any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 U.S.C. 3604(c).
- 18. The following 24 month chain of title is being shown per customer request and is for informational purposes only:
- Delinda Bittner acquired title by Quit-Claim Deed recorded as Instrument No. 2015-0545710 filed on May 22, 2015.
- 20. Kathleen J. Ott acquired title by Affidavit of Surviving Spouse or Joint Survivor recorded as Instrument No. 2015-0545709 filed on May 22, 2015.
- 21. Robert L. Ott and Kathleen J. Ott acquired title by Estate by the Entireties with Survivorship Deed recorded in Deed Volume 1368, Page 820 filed on April 03, 1985.
- 22. Robert L. Ott acquired title by Quit-Claim Deed recorded in Volume 997, Page 114 filed on December 08, 1969.
- 23. Robert L. Ott and Mary Lou Ott acquired title by Warranty Deed recorded in Volume 861, Page 175 filed on November 08, 1963.



First American Title

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Exhibit A

File No.: 17-OH-05083

The Land referred to herein below is situated in the County of LORAIN, State of OHIO, and is described as follows:

Situated in the City of Avon Lake, County of Lorain, and State of Ohio, and known as being Sublots Nos. 27 and 29, Block 5 in Avon Dover Beach Subdivision No. 1 of part of Original Township Lot No. 30, as shown by the recorded plat of said Subdivision in Volume 11, Page 27 of Lorain County Records, as appears by said plat, be the same more or less.