

CITY OF NAPOLEON ZONING PERMIT APPLICATION

THIS APPLICATION IS FOR RESIDENTIAL DEMOLITIONS, FENCES, POOLS, SHEDS,
DRIVEWAYS, SIDEWALKS & SEWERS

DATE 6-8-11 JOB LOCATION 228 Pontions Place
 OWNER Christine A Hunter TELEPHONE # 419 591-6224
 OWNER ADDRESS 779 Foxbridge
 CONTRACTOR Self Robert Gerken CELL PHONE # 419 591-6224
 DESCRIPTION OF WORK TO BE PERFORMED bathroom tile around house+into street
 ESTIMATED COMPLETION DATE 6-30-11 ESTIMATED COST \$1000

DESCRIPTION	FEE	TOTAL COST
Demo Permit	(100.3100.46690) \$100.00	\$
Fence	(100.3100.46690) \$25.00	\$
Pool	(100.3100.46690) \$25.00	\$
Garage and Shed Under 200 SF (Detached)	(100.3100.46690) \$25.00	\$
Driveway	0	\$
Sidewalk/Curbing	0	\$
Sewer Outside	0	\$
Subtotal:		\$
		\$
TOTAL FEE:		\$ <u>1</u>

I FULLY UNDERSTAND THAT NO EXCAVATION, CONSTRUCTION OR STRUCTURAL ALTERATION, ELECTRICAL OR MECHANICAL INSTALLATION OR ALTERATION OF ANY BUILDING STRUCTURE, SIGN, OR PART THEREOF AND NO USE OF THE ABOVE SHALL BE UNDERTAKEN OR PERFORMED UNTIL THE PERMIT APPLIED FOR HEREIN HAS BEEN APPROVED AND ISSUED BY THE CITY OF NAPOLEON BUILDING/ZONING DEPARTMENT.

I hereby certify that I am the Owner of the named property, or that the proposed work is authorized by the Owner of record and that I have been authorized by the Owner to make this application as his/her authorized agent and I agree to conform to all applicable laws of the jurisdiction. In addition, if a permit for Work described in this application is issued, I certify that the code official or the code official's authorized representative shall have the authority to enter areas covered by such permit at any reasonable hour to enforce the provisions of the code(s) applicable to such permit.

I HEREBY ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTAND THE ABOVE LISTED INSTRUCTIONS.

SIGNATURE OF APPLICANT: Christine A Hunter DATE: 6-8-11

PRINT NAME:

BATCH # _____ CHECK # _____ DATE 6-8-11

SCANNED
8-30-11



SANITARY SEWER GRANT AGREEMENT

Rev. 2010

THIS AGREEMENT made this 20th day of JUNE, 2011, by and between the City of Napoleon, a Municipal Corporation, 255 West Riverview Avenue, Napoleon, Ohio, (hereinafter referred to as "City") and CHRISTINE A. HUNTER, _____, (hereafter referred to as "Homeowner").

WHEREAS, Napoleon has initiated a program of construction grants for removing clear water connections from the sanitary sewer system, and

WHEREAS, said grants are for two-thirds (2/3) of construction cost up to a maximum sum of twenty-five hundred dollars (\$2,500.00):

A. In consideration of Homeowner, whose real property is located at 228 POSTOIS PLACE doing the following work at said location:

REPLACE FOOTER TILE (RE-ROUTE TO STORM SEWER),

City agrees to pay \$ 2,500.00 for such work subject to the following terms and conditions:

1. Homeowner shall produce satisfactory evidence of ownership in said real estate. ✓
2. Homeowner shall produce two (2) written estimates of the construction cost prior ✓
to commencement of the work.
3. Homeowner shall contract with ROBERT GERKEN EXCAVATING, a registered contractor with the City ("Contractor") to perform said work.
4. Homeowner understands and agrees that there is permitted only one (1) grant per property for the lifetime of this program.
5. Homeowner shall permit periodic City inspection of the work being performed by the Contractor.

6. Homeowner agrees that this Agreement shall not be construed as creating a joint venture, partnership, or master-servant relationship; further, the City shall not be considered to have any responsibility whatsoever to Contractor for the payment of Contractor's bills; further, Homeowner shall hold City harmless from the same.

7. Homeowner agrees to hold harmless the City, its officers, agents, employees and volunteers against any and all claims that may arise out of use of any grant funds and/or the performance of inspections being made by the City; further, Homeowner agrees to indemnify the City, its officers, agents, employees and volunteers against any and all claims for injury or damage to person or property that may be asserted by any person as a result of any action or non-action of the City, its officers, agents, employees and volunteers associated or in connection with this Agreement or services provided hereunder.

8. Homeowner shall notify the City of the date the work is to commence and shall provide City with a construction schedule. All Work must be completed no later than OCTOBER 1, 2011.

9. Homeowner agrees any change in the original estimate amount must be approved in advance by the City if the amount is larger than first estimated.

10. Homeowner agrees that the City shall have thirty (30) days after final inspection of the work and upon the City receiving paid receipts from Homeowner evidencing that the Contractor has been paid in full, whichever comes last, to pay the Homeowner the amount specified in paragraph (A) above.

11. In the event that a new storm sewer and/or sanitary sewer tap is needed in connection with the work, the City will waive the sewer tap fee and will not be counted as part of the amount specified in paragraph (A) above.

12. This Grant Agreement shall only be amended as to the scope and size of the project by attaching hereto a copy of such amendment, in writing.

13. Equal Employment Opportunity. During the performance of this Agreement, Homeowner in the hiring of employees or contractors for the performance of work under this Agreement or any person acting on Homeowner's or contractor's behalf, by reason of race, creed, sex, disability or military status as defined in Section 4112.01 of the Revised Code, or color, shall not discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to perform the work to which the employment relates; further, Homeowner or its contractor's or any person on Homeowner's or contractor's behalf, in any manner, shall not discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, creed, sex, disability or military status as defined in Section 4112.01 of the Revised Code, or color; finally, Homeowner or any of its Contractor's in its business or a person working on Homeowner's or contractor's behalf, shall not discriminate against persons by reason of cultural, racial, or ethnic background, or other similar cause, including, but not limited to, race, religion, sex, disability or military status as defined in Section 4112.01 of the Revised Code, national origin, or ancestry.

Forfeiture For EEO Violation. Notwithstanding any other provision of this Agreement regarding termination or penalty, there shall be deducted from the amount payable to the Homeowner under this Agreement, a forfeiture of Twenty-Five Dollars (\$25.00) for each person who is discriminated against or intimidated in violation of this Agreement; moreover, the Agreement shall be canceled or terminated by the City and all money to become due hereunder may be forfeited, for a second or subsequent violation of the terms of this equal employment opportunity section of this Agreement.

Cooperation. Homeowner agrees that Homeowner will fully cooperate with any official or agency of the State or federal government which seeks to eliminate unlawful employment discrimination and with all other State and federal efforts to assure equal employment practices under this Agreement.

14. This Agreement is binding on the parties, their heirs or successors and assigns.
15. This Agreement shall be controlled under the laws of Ohio.

Christine A Hunter
Homeowner

Homeowner

City of Napoleon

Jon A. Bisher
Dr. Jon A. Bisher, City Manager

Approved as to form and correctness:

David M. Grahn
David M. Grahn, City Law Director

* * * * *

Certification of Funds

Attest:

I, Gregory J. Heath, Finance Director of the City of Napoleon, Ohio hereby certify that the money to meet this Agreement has been lawfully appropriated for the purpose of the agreement and is in the treasury of the City of Napoleon, Ohio or is in the process of collection to the credit of the appropriate fund free from prior encumbrance.

Gregory J. Heath
Gregory J. Heath, Finance Director

City of NAPOLEON

SANITARY SEWER GRANT APPLICATION ORDINANCE 154-01

DATE: 6-23-11
NAME: Christine A Hunter
ADDRESS: 779 Foxbridge / 228 Pontious Place
PHONE #: 419 592-3232 CELL #: 419 966-4060

The Homeowner Grant Program is hereby established fro the removal of clean water connections subject to the following rules:

Grants are available for two-thirds (2/3) of the construction cost of removing clean water connections from the sanitary sewer system up to a maximum of two thousand five hundred dollars (\$2,500.00). The grants are available on a first come, first serve basis until the funds set aside for the program in a calendar year are completely depleted.

Have you ever applied for this type of grant for the above property before?

YES NO If yes, please explain: _____

Are you the owner of the above property? YES NO

If no, please explain: _____

- A. The City will inspect the premises and provide the homeowner with a description of the scope of the work which would be eligible for the grant **PRIOR** to the homeowner obtaining estimates.
- B. At least two (2) written estimates of the construction cost must be submitted to the City. **NO** work may be started until the grant agreement is signed by **BOTH** the homeowner and the City.
- C. Contractors must meet the City's normal sewer contractors' registration requirements.
- D. Notwithstanding any Ordinance, Resolution or Policy to the contrary, if a new storm sewer and/or sanitary sewer tap is needed in connection with the work, the City will waive the sewer tap fee.

- E. The City must be notified of the date work is to begin and of the construction schedule. The City will inspect the work periodically during construction.
- F. Any changes in the work from the original estimate must be approved by the City in advance if it results in a larger grant than originally approved.
- G. The City will perform a final inspection after completion of all work.
- H. Reimbursement will be made by the City to the homeowner based on **PAID** receipts submitted to the City.

I Christine A Hunter have read and fully understand the above and agree to all terms and conditions of this agreement on this 23 day of June, 2011.

Christine A Hunter
APPLICANTS SIGNATURE

6-23-11
DATE



O. E. HULSE, JR.
CHAIRMAN

1441 WOODVILLE RD.
TOLEDO, OHIO 43605
(419) 691-3581

FAX# (419) 691-2953

f: Ridge - dig around house - estimate 6-21-11
@ 228 Pontious

1) Backhoe & truck to dig around house.	\$ 2560.00
2) Stone for fill w/trucking	\$ 1600.00
3) Waterproof	\$ 1100.00
4) misc pipe and fittings & rental	\$ 434.00
5) concrete for walk & porch w/delivering	\$ 400.00
6) dig to street and install outlet.	\$ 400.00
7) Block for porch w/labor.	\$ 273.00
8) equipment and time for backfill.	\$ 800.00
9) labor.	\$ 2400.00
	<hr/>
	\$ 9,967.00

A. Settlement Statement

B. Type of Loan							
1 <input type="checkbox"/> FHA	2 <input type="checkbox"/> FmHA	3 <input type="checkbox"/> Conv Unins	6. File Number	7. Loan Number	8. Mortgage Ins Case Number		
4 <input type="checkbox"/> VA	5 <input type="checkbox"/> Conv Ins	6 <input type="checkbox"/> Seller Finance	T11-1205				
<p>C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.</p>							
<p>D. Name & Address of Borrower Christine A. Hunter 779 Fox Bridge Road Napoleon, OH 43545</p>			<p>E. Name & Address of Seller Fannie Mae 14221 Dallas Parkway Ste 1000 Dallas, TX 75254</p>		<p>F. Name & Address of Lender NONE</p>		
<p>G. Property Location 228 Pontions Place Napoleon, OH 43545</p>				<p>H. Settlement Agent Name Nova Title Agency, Inc. 2450 Edison Blvd. Twinsburg, OH 44087 Tax ID: 34-1905337</p>		<p>I. Settlement Date 5/25/2011 Fond: 5/26/2011</p>	
<p>J. Summary of Borrower's Transaction</p>				<p>K. Summary of Seller's Transaction</p>			
100. Gross Amount Due from Borrower				400. Gross Amount Due to Seller			
101. Contract Sales Price		\$36,900.00	401. Contract Sales Price				
102. Personal Property			402. Personal Property				
103. Settlement Charges to borrower		\$488.00	403.				
104.			404.				
105.			405.				
Adjustments for items paid by seller in advance				Adjustments for items paid by seller in advance			
106. County Property Taxes			406. County Property Taxes				
107. HOA Dues			407. HOA Dues				
108. Annual Assessments			408. Annual Assessments				
109. Flood Insurance			409. Flood Insurance				
110. Condominium Dues			410. Condominium Dues				
111.			411.				
112.			412.				
113.			413.				
114.			414.				
115.			415.				
116.			416.				
120. Gross Amount Due From Borrower		\$37,388.00	420. Gross Amount Due to Seller				
200. Amounts Paid By Or in Behalf Of Borrower				500. Reductions in Amount Due to Seller			
201. Deposit or earnest money		\$36,762.63	501. Excess Deposit				
202. Principal amount of new loan(s)			502. Settlement Charges to Seller (line 1400)				
203. Existing loan(s) taken subject to			503. Existing Loan(s) Taken Subject to				
204. Loan Amount 2nd Lien			504. Payoff of first mortgage loan				
205.			505. Payoff of second mortgage loan				
206.			506.				
207.			507.				
208. Funds Received			508.				
209.			509.				
Adjustments for items unpaid by seller				Adjustments for items unpaid by seller			
210. County Property Taxes 01/01/11 to 05/26/11		\$625.37	510. County Property Taxes 01/01/11 to 05/26/11				
211. HOA Dues			511. HOA Dues				
212. Annual Assessments			512. Annual Assessments				
213. Flood Insurance			513. Flood Insurance				
214. Condominium Dues			514. Condominium Dues				
215.			515.				
216.			516. Last Half 2010 Taxes				
217.			517.				
218.			518.				
219.			519.				
220. Total Paid By/For Borrower		\$37,388.00	520. Total Reduction Amount Due Seller				
300. Cash At Settlement From/To Borrower				600. Cash At Settlement To/From Seller			
301. Gross Amount due from borrower (line 120)		\$37,388.00	601. Gross Amount due to seller (line 420)				
302. Less amounts paid by for borrower (line 220)		-\$37,388.00	602. Less reductions in amt. due seller (line 520)				
303. Cash Borrower		\$0.00	603. Cash To Seller				

Section 5 of the Real Estate Settlement Procedures Act (RESPA) requires the following:

- HUD must develop a Special Information Booklet to help persons borrowing money to finance the purchase of residential real estate to better understand the nature and costs of real estate settlement services;
- Each lender must provide the booklet to all applicants from whom it receives or for whom it prepares a written application to borrow money to finance the purchase of residential real estate;
- Lenders must prepare and distribute with the Booklet a Good Faith Estimate of the settlement costs that the borrower is likely to incur in connection with the settlement. These disclosures are mandatory.

Section 4(a) of RESPA mandates that HUD develop and prescribe this standard form to be used at the time of loan settlement to provide full disclosure of all charges imposed upon the borrower and seller. These are third party disclosures that are designed to provide the borrower with pertinent information during the settlement process in order to be a better shopper.

The Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The information requested does not lend itself to confidentiality.

L. Settlement Charges				Paid From	Paid From
700. Total Sales/Broker's Commission based on price		@: % =		Borrower's	Seller's
Division of Commission (line 700) as follows:				Funds at	Funds at
				Settlement	Settlement
701.	to				
702.	to				
703.					
800. Items Payable in Connection with Loan					
801. Loan Origination Fee	%	to			
802. Loan Discount	%	to			
803. Appraisal Fee		to			
804. Credit Report		to			
805. Lender's Inspection Fee		to			
806. Mortgage Insurance Application		to			
807. Assumption Fee		to			
900. Items Required by Lender To Be Paid in Advance					
901. Interest from	5/26/2011	to	6/1/2011 @ \$0/day		
902. Mortgage Insurance Premium for	months	to			
903. Hazard Insurance Premium for	years	to			
1000. Reserves Deposited With Lender					
1001. Hazard insurance	months @		per month		
1002. Mortgage insurance	months @		per month		
1003. County Property Taxes	months @		per month		
1004. HOA Dues	months @		per month		
1005. Annual Assessments	months @		per month		
1006. Flood Insurance	months @		per month		
1007. Condominium Dues	months @		per month		
1008. ...	months @		per month		
1011. Aggregate Adjustment					
1100. Title Charges					
1101. Settlement or closing fee	to	Reimer, Arnovitz, Chernek and Jeffrey Co., LPA 2		\$325.00	
1102. Abstract or title search	to				
1103. Title examination	to				
1104. Title insurance binder	to				
1105. Attorney's Fees	to				
1106. Notary fees	to				
1107. Document Preparation	to				
(includes above items numbers:)					
1108. Title insurance	to				
(includes above items numbers:)					
1109. Lender's coverage		\$0.00/\$0.00			
1110. Owner's coverage		\$36,900.00/\$0.00			
1111. Escrow fee	to				
1112. Wire Fee Courier Fee	to	Nova Title Agency, Inc.		\$25.00	
1113. Special Assessments Search Fee	to	Nova Title Agency, Inc.		\$25.00	
1200. Government Recording and Transfer Charges					
1201. Recording Fees	Deed \$28.00 ; Mortgage ; Rel		to Nova Title Agency, Inc.	\$28.00	
1202. City/county tax/stamps	Deed \$0.50 ; Mortgage		to Nova Title Agency, Inc.		
1203. State tax/stamps	Deed ; Mortgage		to		
1204. Tax certificates	to				
1205. Conveyance Fee	to	Nova Title Agency, Inc.			
1206. Record Power of Attorney	to				
1300. Additional Settlement Charges					
1301. Survey	to				
1302. Pest Inspection	to				
1303. Water/Sewer Charges	to				
1304. Management Fee	to	Vendor Resource Management			
1305. ReKey Fee	to	Black Swamp Services		\$85.00	
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)				\$488.00	

I have carefully reviewed the HUD-1 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 completed copy of pages 1, 2 and 3 of this HUD-1 Settlement Statement

Fannie Mae

Christine A. Hunter

By

SETTLEMENT AGENT CERTIFICATION

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused the funds to be disbursed in accordance with this statement.

Settlement Agent _____ Date _____

Warning: It is a crime to knowingly make false statements 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.



REO # C101YKN

**WAIVER AND RELEASE REGARDING PROPERTY CONDITION AT CLOSING
THIS WAIVER AND RELEASE IS TO BE EXECUTED ONLY AT CLOSING**

This Waiver and Release Regarding Property Condition at Closing is given by **Christine A. Hunter** ("Purchaser") to **Fannie Mae** ("Seller") in connection with the purchase of the property located at **228 Pontious Place, Napoleon, OH, 43545 (Henry County)** ("Property") pursuant to the contract of sale between Purchaser and Seller with a Verbal Acknowledgment Date of **11th day of May, 2011** ("Contract").

Purchaser acknowledges that the Property was acquired by Seller by foreclosure, deed in lieu of foreclosure, forfeiture, tax sale, right of eminent domain or similar process. Accordingly Seller has little or no direct knowledge concerning the condition of the property. Purchaser has inspected the Property or was given the right to inspect the Property to determine the condition of the Property and discover any defects. **Purchaser acknowledges and accepts the Property in "AS IS" condition at the time of closing, including, without limitation, any hidden defects or environmental conditions affecting the Property (including but not limited to, mold, mildew, microscopic organisms, lead paint, fuel oil, allergens, or other toxic substances of any kind), whether known or unknown and whether or not such defects or conditions were discoverable through inspection.** Purchaser acknowledges that Seller, its agents and representatives have not made, and Seller specifically negates and disclaims, any representations, warranties, promises, covenants, agreements or guarantees, implied or express, oral or written in respect to

- (1) the physical condition or any other aspect of the Property including the structural integrity or the quality or character of materials used in construction of any improvements, availability and quantity or quality of water, stability of the soil, susceptibility to landslide or flooding, sufficiency of drainage, water leaks, water damage, environmental conditions, or any other matter affecting the stability or integrity of the Property or improvements;
- (2) the conformity of the Property or the improvements to any zoning, land use or building code requirements or compliance with any laws, rules, ordinances or regulations of any federal, state or local governmental authority, or the granting of any required permits or approvals, if any, of any governmental bodies which had jurisdiction over the construction of the original structure, any improvements and/or any remodeling of the structure; and
- (3) the habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Property or improvements including redhibitory vices and defects, apparent, non apparent or latent, which now exist or which may hereafter exist and which if known to purchaser, would cause purchaser to refuse to purchase the property.

Purchaser represents and warrants to Seller the following:

- (1) Purchaser is purchasing the Property solely in reliance on its own investigation and inspection of the Property and not on any information, representation or warranty provided or to be provided by Seller, its servicers, representatives, brokers, employees, agents or assigns
- (2) Neither Seller, nor its servicers, employees, representatives, brokers, agents or assigns, has made any representations or warranties, implied or expressed, relating to the condition of the Property or the contents thereof, except as expressly set forth in the Contract; and
- (3) Purchaser has not relied on any representation or warranty from seller regarding the nature, quality or workmanship of any repairs made by Seller.
- (4) Purchaser has inspected or been given the opportunity to inspect any repairs made by Seller to the Property and accepts the repairs under the terms and conditions of the Contract and such repairs have been performed to the complete satisfaction of Purchaser
- (5) Purchaser will not occupy or cause or permit others to occupy the Property unless and until any necessary



certificate of occupancy, smoke detector certification, septic certification or any similar certification or permit has been obtained from the appropriate governmental entity.

AS A MATERIAL PART OF THE CONSIDERATION TO BE RECEIVED BY SELLER, UNDER THE TERMS OF THE CONTRACT AS NEGOTIATED BY PURCHASER AND SELLER, PURCHASER WAIVES

- (A) ANY AND ALL CLAIMS ARISING FROM THE ADJUSTMENTS OR PRORATIONS OR ERRORS IN CALCULATING THE ADJUSTMENTS OR PRORATIONS THAT ARE OR MAY BE DISCOVERED AFTER CLOSING
- (B) ANY CLAIMS FOR FAILURE OF CONSIDERATION AND/OR MISTAKE OF FACT AS SUCH CLAIMS RELATE TO THE PURCHASE OF THE PROPERTY OR ENTERING INTO OR THE EXECUTION OF AND CLOSING UNDER THIS AGREEMENT;
- (C) ANY REMEDY OF ANY KIND, OTHER THAN AS EXPRESSLY PROVIDED IN THE CONTRACT TO WHICH PURCHASER MIGHT OTHERWISE BE ENTITLED AT LAW OR EQUITY BASED ON MUTUAL MISTAKE OF FACT OR LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO RESCISSION OF THIS AGREEMENT;
- (D) TRIAL BY JURY, EXCEPT AS PROHIBITED BY LAW, IN ANY LITIGATION ARISING FROM OR CONNECTED WITH OR RELATED TO THIS AGREEMENT;
- (H) ANY CLAIMS OR LOSSES PURCHASER MAY INCUR AS A RESULT OF CONSTRUCTION OR OTHER DEFECTS, WHICH MAY NOW OR HEREAFTER EXIST WITH RESPECT TO THE PROPERTY; AND
- (I) ANY RIGHT TO AVOID THIS SALE OR REDUCE THE PRICE OR HOLD SELLER RESPONSIBLE FOR DAMAGES ON ACCOUNT OF THE CONDITION OF THE PROPERTY, LACK OF SUITABILITY AND FITNESS, OR REDHIBITORY VICIES AND DEFECTS, APPARENT, NONAPPARENT OR LATENT, DISCOVERABLE OR NONDISCOVERABLE
- (J) ANY CLAIM ARISING FROM ENCROACHMENTS, EASEMENTS, SHORTAGES IN AREA OR ANY OTHER MATTER WHICH WOULD BE DISCLOSED OR REVEALED BY A SURVEY OR INSPECTION OF THE PROPERTY OR SEARCH OF PUBLIC RECORDS.

IF THE PROPERTY IS LOCATED IN CALIFORNIA THE FOLLOWING PARAGRAPHS SHALL APPLY:

It is the intention of Purchaser in executing this release that it shall be effective as a bar to each and every claim, demand and cause of action hereinabove specified and in furtherance of this Purchaser hereby expressly waives any and all rights and benefits conferred by the provisions of Section 1542 of the Civil Code of the State of California, which reads:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

Purchaser expressly consents that this release shall be given full force and effect as to all of its terms and provisions including as well those relating to unsuspected claims, demands and causes of action hereinabove specified. If any provision of this release be invalid or unenforceable, it is the intention of the Purchaser that all of the other provisions shall be fully valid and enforceable according to their terms.

The invalidity, illegality or enforceability of any provision of this Addendum shall not affect the validity or enforceability of any other provision of this Addendum, all of which shall remain in full force and effect.

T11-1205



Executed this _____ day of _____, 2011.

Witnesses:

Purchaser:

Christine A. Hunter

T11-1205



FANNIE MAE LOAN # 4000272668
REO # C101YKN

TAX PRORATION AGREEMENT

(DATE)

RE: Title Company GF#: T11-1205

Seller: Fannie Mae

Purchaser: Christine A. Hunter

Property Address: 228 Pontious Place
Napoleon, OH 43545
Henry County

The undersigned Purchaser(s) and Seller of the above referenced property acknowledge that they have been advised that the tax rolls may carry said property within a larger tract of land and/or as unimproved or partially improved property.

The undersigned agree to the proration of taxes based on an estimate or actual taxes from the previous year on the above referenced property. Further, the undersigned hereby agree that the prorations are final and any difference will not be adjusted by the Seller after closing.

Sincerely,

Seller

By
Title:

Edward Bohnert, Assistant Secretary
Fannie Mae aka Federal National Mortgage Association
By Reimer, Lorber & Arnovitz Co., L.P.A. as Its Attorney In Fact

Purchaser(s):

Title Company Closer:

Nova Title Agency, Inc.



ERRORS AND OMISSIONS CORRECTION AGREEMENT

LENDER: NONE

BORROWER(S): Christine A. Hunter

LOAN NO.: REO CASE #: 4000272668

PROPERTY 228 Pontious Place, Napoleon, OH 43545, Henry

For a good and valuable consideration, and as a condition of the extension of credit evidenced by the above referenced loan, the Borrower(s) and Seller(s) agree, if requested by the Note Holder, Lender, Representative or Agent for Lender and/or Mortgage Broker (herein "Lender"), to cooperate as hereinafter set forth.

In the event any of the documents evidencing and/or securing the above referenced loan misstate or inaccurately reflect the true and correct terms and provisions of the loan, Borrower(s) and any Seller(s) shall upon request by Lender and in order to correct such misstatement and inaccuracy, execute such new documents or initial such corrected original documents as Lender may deem necessary to remedy said inaccuracy or mistake.

The agreements contained herein shall apply whether said misstatement or inaccuracy is due to unilateral mistake on the part of the Lender or Borrower(s) or any Seller(s), mutual mistake on the part of Lender and Borrower(s) and any Seller(s) or clerical error on the part of any party to the transaction.

Failure by the party to initial or execute such documents as and when requested hereunder shall constitute a breach of the contractual agreement evidenced hereby and shall also constitute a default under the Note evidencing and Deed of Trust or other security instrument securing the loan.

This Agreement shall be binding on the signatories hereto, their heirs and assigns and shall inure to the benefit of Lender, it successor, and assigns.

Time is of the essence concerning all agreements contained herein.

Dated the ____ day of _____, 2011.

Borrower

Seller

Fannie Mae aka Federal Housing Mortgage Association by Reimer, Arnovitz, Cherek & Jeffrey Co., L.P.A. as Its Attorney In Fact

Christine A. Hunter

By: Edward Bohnert, Assistant Secretary



Nova Title Agency, Inc.

2450 Edison Blvd.

Twinsburg, OH 44087

Telephone (330) 405-3771

Fax (330) 425-0313

Email: escrow@novatitleagency.com

Website: www.novatitleagency.com

To: Nova Title Agency, Inc.
Buyer: Christine A. Hunter
Seller: Fannie Mae
Property Address: 228 Pontious Place,
Napoleon, OH, 43545

I acknowledge that I am purchasing the above mentioned property. I have been advised that any outstanding invoices, including, but not limited to, water an sewer bills, assessments not of record and outstanding invoices for grass cutting and trash removal, are to be paid by the Listing Realtor, per their listing agreement with Fannie Mae. These invoices will not be paid at closing or shown on the HUD settlement statement at closing. I hold harmless Nova Title Agency, Inc. and the seller for any and all issues that may arise regarding any unpaid invoices in connection with the above mentioned property.

I approve and accept the above terms.

Christine A. Hunter



Nova Title Agency, Inc.

2450 Edison Blvd.

Twinsburg, OH 44087

Telephone (330) 405-3771

Fax (330) 425-0313

Email: escrow@novatitleagency.com

Website: www.novatitleagency.com

To: Nova Title Agency, Inc.
Buyer: Christine A. Hunter
Seller: Fannie Mae
Property Address: 228 Pontious Place,
Napoleon, OH, 43545

The deed to be delivered at closing shall be a deed that covenants the grantor grants only that title which grantor may have and that grantor will only defend title against persons claiming by, through, or under the grantor, but not otherwise (which deed may be known as Special Warranty, Limited Warranty, Quit Claim or Bargain and Sale Deed). Any reference to the term "Deed" or "Special Warranty Deed" herein shall be construed to refer to such form of deed.

Seller's deed shall include the following deed restriction:

Grantee herein shall be prohibited from conveying captioned property to a bonafide purchaser for value for a sales price of greater than **\$44,280.00** for a period of three (3) months(s) from the date of this deed. Grantee shall also be prohibited from encumbering subject property with a security interest in the principal amount of greater than **\$44,280.00** for a period of three (3) months(s) from the date of this deed. These restrictions shall run with the land and are not personal to Grantee. This restriction shall terminate immediately upon conveyance at any foreclosure sale related to a Mortgage or Deed of Trust.

I have reviewed the deed conveying the above mentioned property. I approve and accept the terms of the Deed Restriction, if any.

Christine A. Hunter



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Attention Closing Agent:

Please have the Buyer complete the following and return to Nova Title Agency, Inc. with the closing documents. Thank you.

Buyer Information:

- 1) Name of Buyer: Christine A. Hunter
- 2) Property Address for Loan: 228 Pontious Place, Napoleon, OH
- 3) Email Address: _____
- 4) Home Phone No (s): _____
- 5) Mailing Address for final documents to be sent *: _____

*(Copies of Closing Documents, Deed, Owner or Loan Policy if applicable)

Christine A. Hunter

Date



Nova Title Agency, Inc.

2450 Edison Blvd.

Twinsburg, OH 44087

Telephone (330) 405-3771

Fax (330) 425-0313

Email: escrow@novatitleagency.com

Website: www.novatitleagency.com

Date: May 18, 2011

RE: File No: T11-1205

Property Address: 228 Pontious Place, Napoleon, OH 43545

I / We the buyer(s) of the above property do hereby represent that all conditions precedent to the closing of this transaction have been met or waived including any inspections and we authorize the escrow agent, Nova Title Agency, Inc. to transfer the title and complete the escrow.

I / We further represent that we are purchasing this property in "as is" condition and have not relied on any representation from the Seller or anyone else and that no representations have been made concerning the condition of the premises. This is to certify that we, the purchasers, of the above described property, are purchasing the property in "as is" condition. I / We hereby agree to assume any city Code Violations that may presently exist against the property.

Christine A. Hunter

Date



Nova Title Agency, Inc.

2450 Edison Blvd.

Twinsburg, OH 44087

Telephone (330) 405-3771

PRIVACY POLICY

We Are Committed to Safeguarding Customer Information - In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information-particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. We have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability - This Privacy Policy governs use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Type of Information - Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include.

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.
- Information that we may receive from others involved with your transaction, such as the real estate agent or lender.

Use of Information - We request information from you for our own legitimate business purposes and not for the benefit of any non-affiliated party. Therefore, we will not release your information to non-affiliated parties except: (1) as necessary for us to provide the product or service you have requested to us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis.

Former Customers - Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security - We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

WE HEREBY ACKNOWLEDGE RECEIPT COPY OF THE PRIVACY POLICY

Christine A. Hunter

Date



Nova Title Agency, Inc.

2450 Edison Blvd.

Twinsburg, OH 44087

Telephone (330) 405-3771

Fax (330) 425-0313

Email: escrow@novatitleagency.com

Website: www.novatitleagency.com

STANDARD CONDITIONS OF APPOINTMENT OF SETTLEMENT AGENT AND ACCEPTANCE OF ESCROW

Premises: 228 Pontious Place, Napoleon, OH 43545 (Henry County)

File No: T11-1205

By: Fannie Mae, (hereinafter known as "Seller")

To: Christine A. Hunter, (hereinafter known as "Buyer")

In accordance with a certain agreement dated for the purchase and sale of the above described property (hereinafter known as "Premises") Seller has agreed to sell the premises to Buyer and Buyer has agreed to buy premises from Seller, and the Purchase Agreement provides for certain actions to be taken by an Escrow Agent, and Buyer and Seller have requested Nova Title Agency, Inc. to act in such capacity. As a condition of its employment as Escrow Agent, Nova Title Agency, Inc. (hereinafter known as "Escrow Agent", whose address is 2450 Edison Blvd., Twinsburg, OH 44087), accepts such escrow subject to the following conditions and stipulations, except as expressly modified by the Escrow Receipts and Acceptance to which these Conditions are attached or by the Purchase Agreement.

LIABILITY OF ESCROW AGENT. The Escrow Agent is responsible for only the funds and documents he/she actually deposited and received and may file a lien, pursuant to Sections 1311.01 to 1311.24 of the Ohio Revised Code, on the funds and documents to secure payment of fees and costs he/she incurs while performing his/her escrow or title functions. The agent is not required to commence any title or escrow function or incur any other cost until all funds and documents required in escrow are deposited. If any party fails to deposit in escrow any funds or documents with (1) the time required by the agreement or instructions, (2) fifteen days after written notice of default, non-performance, or dispute of any part, or (3) fifteen days after demand by the Escrow Agent, the agent may terminate the escrow or decline to act further except pursuant to court order or written mutual agreement of the parties acceptable to agent. Upon termination, the agent may retain all funds, documents, and property deposited in escrow by the defaulting party until the agent's fees and costs are paid or secured to the agent's satisfaction or, at his option, deduct the fees and costs from any funds deposited in escrow. The agent shall return the balance of the funds, documents, and property to the depositing parties (any cash or checks required by the terms of the instructions and received by the company may 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 of which may occur by reason of such deposit). All disbursements shall be made by the issuance of checks on such account. The company shall not be liable for the payment of any funds in the event it shall be prevented from making payment of operation by law or otherwise. Funds in escrow shall not be entitled to dividends or interest. Any and all funds, documents or property deposited by others than Seller or Buyer shall be subject to the instructions of such depositing parties.

The parties agree to protect agent from any loss or damage resulting from the termination or declination and shall indemnify the agent for any loss, cost, or damage including, without limitations, attorney fees and costs of litigations which the agent incurs. In the event the Escrow Agent is involved in litigation through no fault of his own, the losing party as ordered by the court, or both parties equally, if a settlement occurs, shall reimburse the agent for attorney's fees and other legal expenses and costs. The Escrow Agent shall not be or become liable to any party for Escrow

Agents failure or refusal to comply with parties conflicting or adverse claims or demands.

TIME FOR CLAIMS. Nova Title Agency, Inc. shall not be liable to the Parties or either of them, for breach of this escrow agreement unless notice of claim, in writing, is received by Nova Title Agency, Inc. at the address shown hereon, within one (1) year from the date of the closing or, if there is a HUD-1, one year from the settlement date.

NON-INTEREST ACCOUNT. Funds deposited in escrow do not bear interest and may be deposited in escrow accounts in any depository which the agent selects. All payments shall be by checks written on the accounts, but the agent is not liable for any payment that is delayed or prevented by operation of law or other reason beyond his control. It is understood and agreed that the agent is entitled to additional fees for opening and maintaining special interest-bearing accounts at the instruction of the parties. Unless otherwise instructed by the parties, any interest earned or special interest-bearing accounts shall accrue to the credit of the purchaser.

ALLOCATION OF COSTS. Unless agreed to in writing to the contrary as follows: Escrow, title transfer, and recording costs shall be allocated as follows:

(a) The Seller shall pay the cost of the title examination, title evidence required from Seller, transfer and conveyance fees, one-half of escrow settlement charges, real estate taxes, assessments due and payable at the date of closing, the cost of satisfying liens and encumbrances which the Buyer has not accepted or assumed, and anything required by or on behalf of the Seller not listed herein; (b) The Buyer shall pay one-half of escrow and settlement charges, the title evidences, costs which the Seller has not provided for recording instruments of conveyance and mortgages, and anything required by or on behalf of the Buyer or Lender not listed herein; (c) The agent shall be paid in full at the settlement for all title, escrow, and settlement fees and costs and may withhold settlement and retain all funds and documents held as escrow or settlement agent until fees and costs are paid or secured to the agent's satisfaction. Provided the instructions accepted by the agent can be otherwise complied with, the Escrow Agent shall not withhold settlement of the transaction unless restrained by order of court, but is not liable to any party for failure to comply with unclear or conflicting instructions. In the event that any over disbursement of funds occurs as a result of a mistake or misinterpretation, the party receiving the over disbursement shall reimburse the excess funds to the Escrow Agent within five days after notice of error and corrected settlement statement.

COSTS AND FEES. In FHA and VA transactions, Seller agrees to pay all fees or charges required by Buyer's lender which by law, rule or regulation cannot be collected from Buyer. Seller agrees to pay the cost of any document preparation fee, any tax service charge, any termite inspection fee, any underwriting fee, and any other fees and charges which Buyer's lender requires Nova Title Agency, Inc. to charge Seller.

In new residential construction transactions, the Buyer agrees to pay one-half of Nova Title Agency, Inc.'s standard residential escrow fees and expressly agrees that Nova Title Agency, Inc. may charge the builder/seller an escrow fee which may be less than one-half of Nova Title Agency, Inc.'s standard residential escrow fee.

Buyer and Seller acknowledge that Nova Title Agency, Inc. may charge a reasonable flat rate fee: for overnight/express mailing or courier fees and for the copying and reproduction of documents and that said fees includes a charge for handling and processing by Nova Title Agency, Inc.. The costs of any extraordinary service or expense shall be borne by the party benefited thereby. Buyer and Seller expressly agree Nova Title Agency, Inc. shall have no general fiduciary duties or obligations to either Buyer or Seller. Nova Title Agency, Inc. is acting solely as a limited agent of the Parties. The signature of Buyer, Borrower and, or Seller on the preliminary and, or final HUD-1 Settlement Statement constitutes the respective party's agreement to, consent to, acceptance of, and ratification of the propriety, validity, and correctness of the fees, charges, allocations and disbursements assessed against each party as set forth in the HUD-1 Settlement Statement, and shall authorize Nova Title Agency, Inc. to collect such fees and charges and to make such disbursements and allocations in accord with the preliminary and/or final HUD-1 Settlement Statement, and Nova Title Agency, Inc. upon collecting such fees and charges and making such disbursements and allocations shall be released and discharged from any and all claims or liability for improper, incorrect, or unauthorized fees, charges, allocations or disbursements.

PRORATIONS. Prorations shall be calculated on the basis of a calendar year. Terms or phrases referring to dates of transfer or filing shall be construed to mean to and including the date title documents are filed for record.

For the purpose of proration, the Seller is considered the owner through the day of closing. Water, rent and other

service charges, including utilities, are not adjusted except upon an agreed amount furnished in writing by the parties prior to closing. Information obtained in good faith by the agent as to taxes, assessments, insurance, rents, interests, and balance due on mortgages or other encumbrances may be relied upon in making payments or adjustments. Prorations of taxes or assessments are based upon the amount shown on the last available county Treasurer's tax duplicate. If current real estate taxes are reduced as a result of the Seller's entitlement to homestead, agricultural, or other tax credits, proration is on the basis of the reduced amount. All adjustments and prorations shall be made on the thirty-day month basis and Seller shall be deemed to own the property through and including the date on which the deed is filed for record.

The responsibility of the Escrow Agent as to real estate taxes and assessments is limited to proration and payment of the taxes and assessments shown on the last available county Treasurer's tax duplicate, when required by the escrow instructions.

The responsibility of the agent as to fire and casualty insurance is limited to proration of premiums and issuance of orders of transfer, when required by the instructions. The agent may rely on information obtained from loan questionnaires or original or memorandum policies of insurance, and any errors or omissions in the information shall be adjusted between the parties outside the closing. The Agency may assume that insurance policies submitted for prorations have insurance premiums fully paid and are not canceled. The agent has no responsibility for maintaining insurance on personal property.

CODE REQUIREMENTS. The parties agree to comply with any requirement, restrictions, or limitation affecting the use, occupancy, or transfer of the premises imposed by any municipal ordinances or other exercise of any governmental authority, including, without limitations, zoning, point of sale or other inspections, environmental or health matters, and the existence or status of utilities or other services. The parties indemnify and hold the agent harmless from any ordinance or other form of government action requiring the agent to obtain consent, inspection reports, or proof of compliance with any such law or regulations. The parties further indemnify and hold the agent harmless from all costs, attorney fees, and awards resulting from demands or litigation arising from any alleged failure to comply with the governmental requirements identified in this division.

NO LIABILITY. The agent is not responsible for:

- (a) The validity, collectability, genuineness of signature, negotiability of any stocks, bonds, currency, passbooks, checks, documents, or negotiable instruments deposited in escrow or exchanged in settlement;
- (b) The identity of any person or the sufficiency of any agent; 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;
- (c) The existence, condition, or identity of any buildings, fixtures, improvements, or installations located or presumed to be on the premises, or the existence, conditions, title, or delivery of any personal property;
- (d) The rights of parties in possession, easements or claims of easement, matters which would be disclosed by an accurate survey or inspection, or claims for mechanic's lien, except as specifically insured by any title insurance policies issued by the agent;
- (e) Any delay due to fire, strike, act of God, or any other cause beyond the control of agent;
- (f) The validity, legal effect, or desirability of any instrument deposited by the parties or exchanged by the parties;
- (g) Any matter or thing not specifically assumed or agreed to;
- (h) Any mechanic's lien or attested accounts which may be filed subsequent to the date of title examination;
- (i) The existence, sufficiently or transferred of any insurance thereon, the conditions, title or delivery of any personal property;
- (j) Any restrictions upon the use of the premises created by zoning ordinance, or any other exercises of the so-called "police power" by any governmental authority; compliance with any local or municipal requirements, as to point of sale inspection or ordinances
- (k) Transfer of Possession being given to the premises which are the subject of the escrow;
- (l) The existence or location of legal highways or improvements on or adjacent to the premises;
- (m) Any examination, adjustment or payment of special taxes or assessments or respreads of assessments of any kind or additions hereafter made, unless specifically instructed;
- (n) Compliance with any local or municipal requirements as to point of sale inspection or ordinances.
- (o) The conditions of title to the property except for the removal of liens and encumbrances by the payment thereof with collected funds deposited in escrow by or on behalf of Buyer or Seller to the extent required or permitted by the purchase agreement and escrow receipt, it being understood that the Agency conducts no independent examination of

title or survey of the premises;

(p) The failure of any part other than the Agency to comply with or satisfy the terms, provision or conditions contained in the purchase agreement or the escrow receipt.

(q) Any examination, adjustment or payment of special taxes or assessments or respreads of assessments of any kind, unless specifically instructed.

(r) Loss or impairment of your funds in the course of collection or while on deposit with a bank due to bank failure, insolvency or suspension.

COMMENCEMENT OF ESCROW. 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 in escrow. Provided the terms of the escrow can be complied with, the company will not withhold completion and settlement of the escrow, unless restrained by Order of Court, and in so doing, the company shall not be or become liable to either the Buyer or Seller for its failure or refusal to comply with conflicting or adverse claims or demands.

STATUS OF TITLE. If Nova Title Agency, Inc., searches title, directly or indirectly, and, or issues a title commitment and, or issues a title policy, whether a lender's title policy, or an owner's title policy, or both, any title search and any issuance of any title commitment or policy are on behalf of a known principal, the title insurance company, the underwriter. The Parties and their respective heirs, successors, agents, representatives, and, or assigns, shall have no claim against Nova Title Agency, Inc. as to the status of title, or as to any title search or as to any commitment or title policy issuance. All such claims as to Nova Title Agency, Inc. are waived. Any claim of loss or damage, or any action, whether or not based on negligence, which arises out of the status of the title to the Premises, or to the estate or interest which is the subject of the escrow, or as to any title search or any title policy issuance shall be exclusively limited to the terms of the title commitment or to the terms of the title policy issued. The Parties agree to exclusively look to the title insurance company, the underwriter, as to all such claims.

MISCELLANEOUS. (a) Any modification of, or supplement to, the escrow instructions contained in the Escrow Receipt shall be subject to the provisions of the Conditions of Acceptance of Escrow.

(b) All building and use of restrictions, except those containing reversionary or forfeiture clauses, appearing of record or contained in instruments deposited in escrow, and all zoning or similar ordinances or regulations are assented to and may appear on the evidence of title.

(c) The Agency, its officers and its employees have no liability as to any title examination, title guaranty or insurance or other evidence of title prepared by any title company, title examiner or Torrens Department (whether or not employed or selected by the Agency) employed to carry out the title provisions of the instructions, nor as to any survey, identification or location service prepared by any survey company (whether or not employed or selected by the Agency) in connection with the mortgage loan financing or transactions contemplated hereby.

(d) Information obtained by or provided to the Agency relative to taxes, insurance, rents and balances due on mortgages or other encumbrances, may be relied upon the Agency in making payment or adjustments in accordance with the terms of the Escrow Receipt and shall be conclusive against the parties hereto and the Agency shall not be chargeable with any liability. 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 difference shall be adjusted between the parties in cash in escrow disbursements.

(e) Water, real and other utility and service charges will not be adjusted by the Escrow Agent, except according to amounts agreed upon in writing by the parties prior to the filing of documents for record.

(f) Any assignment or insurance policies to be forwarded to agents for consent may be executed by the Agency as Escrow Agent.

(g) If a mortgage is to be assumed requires consent for the assumption thereof, the Agency shall not be obligated to close the transaction until an appropriate written consent or waiver is delivered to the agency, but the obtaining of such consent or waiver shall not be the responsibility of the Agency.

(h) If any mortgage to be assumed is in default, such delinquent payments and amounts then due and payable, according to the holder of such mortgage, may be made from the funds of the party chargeable therewith, or the Agency may obtain the consent to the assumption of such delinquency from the party assuming the payment of said mortgage.

(i) If Agency shall have the authority to disburse from the funds of the signatory party chargeable therewith such amounts as may be found necessary to remove any liens or encumbrances affecting the Premises which have not been otherwise provided for, it being understood however, that no such disbursement, except for taxes and assessments, shall be made unless the party so chargeable shall have been given notice of the existence of said lien or

encumbrance and has failed for five days thereafter to secure the removal thereof.

(j) Failure of the Agency to make payments of commission due any real estate broker shall not create any liability on the part of the Agency to such broker.

(k) The appointment of the Agency as the Escrow Agent and its acceptance of said Escrow is made solely for the benefit of the Buyer, the Seller and the Agency and is not a contract made or intended for the benefit of others, including, without limitation of holder or any mortgage, lien or encumbrance affecting the Premises.

(l) If Seller fails to present a receipted statement for water or sewer rents within six (6) months after filing of the deed for record, the escrow account will be closed out and no further settlement will be made to either party, provided that the Agency may pay any amount remaining in Escrow for such purpose to Buyer.

(m) Nothing contained in these Conditions shall be construed as a modification of any Purchase Agreement entered into between the parties hereto.

(n) Whenever the Seller is an Estate, Fiduciary, or similar Entity, a Fiduciary deed may be accepted in lieu of a General Warranty Deed.

(o) If all of the conditions of closing as set forth in Purchase Agreement and the Escrow Receipt and Acceptance and any mutual and valid escrow instructions have been satisfied or waived in a timely manner in the sole judgment of the Escrow Agent, the Escrow Agent will complete the contemplated transactions unless prohibited by Court Order or their legal process.

(p) The Agency may require a current Certificate of Occupancy or a statement of certificate from the appropriate governmental agency stating the authorized use of the premises and, in the case of new construction or improvements, a letter of acceptance signed by the Buyer, Buyer and Seller each promise to comply with the provisions of applicable local ordinances relating to inspection and repair in connection with the transfer of the title to the property. If Seller and Buyer authorize the Agency as Escrow Agent to retain a definite sum of money in connection with the completion of specified repairs and or maintenance. Seller shall complete all the required maintenance and repairs within 120 days after the date on which the deed is filed for record, or within the appropriate time period, the Agency, in its sole discretion, may (but shall not be obligated to) apply said sum to the reduction of the principal balance of any loan obtained by the Buyer and secured by a mortgage on the premises, deliver the aforesaid sum of money to the Buyer, or may contract to have the necessary work completed to the satisfaction and apply the aforesaid sums to the payment of the costs and expenses thereof.

ARBITRATION AGREEMENT. The Parties understand that they would have had a right or opportunity to litigate disputes through a court and to have a judge or jury decide their case, but they choose to have any disputes resolved through arbitration.

Any controversy or claim arising out of or relating to this Appointment of Escrow Agent, the Conditions of Acceptance of Escrow Agent, the escrow or the breach of this agreement and any claim by either of us against any agent, employee, successor, or assign of the other, including, to the full extent permitted by applicable law, third parties who are not signatories to this agreement, whether related to this agreement or otherwise, including past, present, and future claims and disputes, and including any dispute as to the validity or applicability of this arbitration clause, shall be settled either by seeking relief in a small claims' court for controversies or claims within the scope of the small claims' court's jurisdiction or, if the controversy or claim exceeds the jurisdiction of the small claims' court, and, or regardless of the size of claim, then the controversy or claim shall be settled by binding arbitration administered by the National Arbitration Forum, the "NAF" under the *Code of Procedure* in effect when the claim is filed. The *Code of Procedure* and other information, including a fee schedule, may be obtained from the National Arbitration Forum website (www.adrforum.com) or by calling 800-474-2371. Claims may be filed with the National Arbitration Forum in either of the following ways: (1) online at www.adrforum.com; or (2) via U.S. mail to PO Box 50191, Minneapolis, MN 55405-0191.

This agreement to submit all claims either to the small claims court or to binding arbitration is mandatory.

By signing this Agreement, the Parties give up any right to go to court except for claims or controversies that may be taken to small claims' court. The Parties give up all right to trial by jury. The Parties agree that all claims will be decided by a neutral arbitrator and not a judge or jury. Submission of Claims to arbitration provides a fair hearing to which the Parties are entitled, but the arbitration procedures are simpler and more limited than rules applying in court. The Parties acknowledge that arbitration decisions are as enforceable as any court order and are subject to very limited review by a court. By signing this Agreement the Buyer and Seller give up any right to act as a class representative for a class of claimants similarly situated and give up any right to participate as a class member in a

class action with respect to any claims or controversies arising out of or relating to this Appointment of Escrow Agent, the Conditions of Acceptance of Escrow, the escrow or the breach of this Agreement.

Parties at their own cost are entitled to be represented by counsel of their own choosing.

RELATIONSHIP. The Parties hereto agree, acknowledge and affirm that they are not, nor does this Agreement create a partnership, a trust or fiduciary relationship, or any other legal relationship other than that of independent , contracting parties in accordance with this Agreement, enforceable, however, at law or equity in accordance with the laws of the State of Ohio and the terms of this Agreement.

"THE PARTIES TO THIS AGREEMENT ACKNOWLEDGE THAT THEY HAVE HAD THE OPPORTUNITY TO READ THE INSTRUCTIONS AND THE OPPORTUNITY TO ASK AND HAVE ANSWERED ANY QUESTIONS REGARDING THE INSTRUCTIONS."

NO ACTION SHALL LIE AGAINST THE ESCROW HOLDER FOR ANY CLAIMS, LOSS, LIABILITY OR ALLGEGED CAUSE OF ACTION OF ANY KIND OR NATURE WHATSOEVER, HOWEVER CAUSED OR OCCURRED, UNDER THIS ESCROW OR IN CONNECTION WITH THE HANDLING OR PROCESSING OF THIS ESCROW UNLESS BROUGHT WITHIN TWELVE (12) MONTHS AFTER THE CLOSE OF ESCROW UNLESS BROUGHT WITHIN TWELVE (12) MONTHS AFTER THE CLOSE OF ESCROW OR CANCELLATION OF THE ESCROW, WHICHEVER OCCURS FIRST.

SELLER (S)
Fannie Mae

By: Edward Bohnert, Assistant Secretary

Date

BUYER (S) / BORROWER (S)

Christine A. Hunter

Date

ADDENDUM

NET PROCEEDS TO BE PAYABLE AS FOLLOWS:

Charges to be made to buyer and seller as follows:

	Purchaser	Seller
Cost of Title Guaranty and/or Title Insurance Policy.....	<input type="checkbox"/>	<input type="checkbox"/>
Cost of Lender's Title Insurance Policy, if any.....	<input type="checkbox"/>	<input type="checkbox"/>
Loan Fees.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Recording Fees: Deed.....	<input type="checkbox"/>	<input type="checkbox"/>
Mortgage(s), if any.....	<input type="checkbox"/>	<input type="checkbox"/>
Power of Attorney(s), if any.....	<input type="checkbox"/>	<input type="checkbox"/>
Conveyance Fees/Transfer Tax.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Real Estate Commission.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Hold for final water and sewer bill, if required \$.....	<input type="checkbox"/>	<input type="checkbox"/>
Title Exam.....	<input type="checkbox"/>	<input type="checkbox"/>
Title Binder.....	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Settlement Fee (Split).....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Courier Fee.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wire Fee.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Special Assessment Search Fee.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>

ACCEPTANCE

The foregoing instructions are hereby approved and accepted by the undersigned.

SELLER (S)
Fannie Mae

By: Edward Bohmert, Assistant Secretary

Date

BUYER (S) / BORROWER (S)

Christine A. Hunter

Date