Irrevocable Letter of Instruction Re: Down Payment

I have purchased the real estate located at 690/692 ERIE STREET, GRAFTON, OH 44044 under the terms and conditions of the attached Contract to Purchase at Public Auction dated DECEMBER 10, 2016.

As part of this transaction I am to make a down payment of money to "Ohio Real Estate Auctions" who will then transfer that money to Ohio First Land Title Agency LLC which will hold the money until it is time for closing.

I understand that the funds I have provided to Ohio First Land Title Agency LLC are to be used as part of the purchase price. However, in the event I do not close on this property, I irrevocably instruct Ohio First Land Title Agency LLC to disburse my down payment as required under paragraph 2 of the contract; see below.

Paragraph 2 states:

> ***A non-refundable (except in the case of a non-marketable title) down payment of $5,000.00 to apply toward Purchase Price and to be deposited by Broker, upon acceptance of this offer, in a non-interest bearing trust account pending closing. In the event this Contract to Purchase does not close for any reason than as agreed, Purchaser agrees that the down payment shall be disbursed by Broker 5 days from closing date unless Broker is previously notified in writing by purchaser that litigation has been filed with a court of competent jurisdiction. A copy of the filing must be attached.***

Pursuant to paragraph 2, upon written instructions from the Broker and the authority granted in this Irrevocable Letter of Instruction I authorize and approve Ohio First Land Title Agency LLC, to follow the instructions from the Broker as to the distribution of my down payment.

Further, I agree to hold Ohio First Land Title Agency LLC harmless for any such expenditures to any individuals or entities.

I have reviewed the Contract to Purchase at Public Auction dated DECEMBER 10, 2016, and this Irrevocable Letter of Instruction:

1. I understand the terms and conditions of both documents.
2. I am voluntarily entering these agreements.
3. I realize that this authorization could result in none of my down payment being returned to me.

Dated: DECEMBER 10, 2016

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