PROPERTY INFORMATION PACKAGE

1433 81st Street Cleveland, Ohio 44103

PUBLIC REAL ESTATE AUCTION

Location On-Site at the Property for Auction

Q & A as well as REGISTRATION starting at 10:00AM

AUCTION BEGINS MARCH 1st, 2014 AT 11:00am

John D. Rogers II | Realtor ™, Auctioneer, CPPA, CRS President, Innovative Revenue Solutions, LLC



OREA Branch office Brokerage 9132 SR 62 suite B Orient, Ohio 43146 Mobile 614 499-5257

Fax 614 635-2652













9132 SR 62 suite B Orient, Ohio 43146 www.irsauctioneer.com john@irsauctioneer.com mobile 614 499-5257

Dear Prospective Buyer:

Re: 1433 81st Street Cleveland, Ohio 44103: Commercial & Multi-Family building

Thank you for inquiring about another commercial Real Estate investment property, via auction with OREA and John Rogers II.

We have prepared this Property Information Package to assist you in your due diligence prior to the auction event. We hope this information is useful, resourceful and valuable in helping you make the best decision concerning this property during the auction event.

As with every Real property auction, it is important that you read every available piece of information concerning the property so that you are prepared in developing your best auction strategy. We encourage you to conduct your own research and thoroughly understand the auction terms and conditions prior to auction. Each and every auction can have a special set of terms or conditions depending on the situation and the instructions of the seller. If you have any questions please do not hesitate to contact me via my contact information listed below.

We also encourage you to request a property inspection, so as to better understand the property and to determine if you have any additional questions. Due to being a vacant lot(s) we have no scheduled property inspection, yet will be happy to make property available for any inspections or site visits at your convenience.

If at any time you have questions regarding this property, the auction terms or conditions or general questions regarding Real Estate Sales, please feel free to call our office and one of our staff will return your call promptly.

Good Luck and Happy Bidding,

John D. Rogers II | Realtor ™, Auctioneer, CPPA, CRS

President, Innovative Revenue Solutions, LLC



OREA Branch office Brokerage 9132 SR 62 suite B Orient, Ohio 43146 Office 614 877-7320 Mobile 614 499-5257

Fax 614 635-2652











AUCTION SUMMARY

PUBLIC REAL ESTATE AUCTION

1433 81st Street Cleveland, Ohio 44103

Property Preview:

- By Appointment: Call John Rogers @ 614-499-5257
- March 1st, 2014 at 10:00am just prior to the event

LIVE AUCTION Saturday March 1st, 2014 11:00am

Q & A as well as preview at 10:00am

CONTENTS:

1433 81st Street Cleveland, Ohio 44103

Live Public Real Estate Auction

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Section #2: Parcel ID # 106-07-063

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Section #6: Co-Op Brokerage form required

Section #7: Title Commitment from FirstAmerican Title

Information contained herein was derived from public and proprietary sources that are believed to be accurate yet are not guaranteed.

John D. Rogers II | Realtor ™, Auctioneer, CPPA, CRS

President, Innovative Revenue Solutions, LLC



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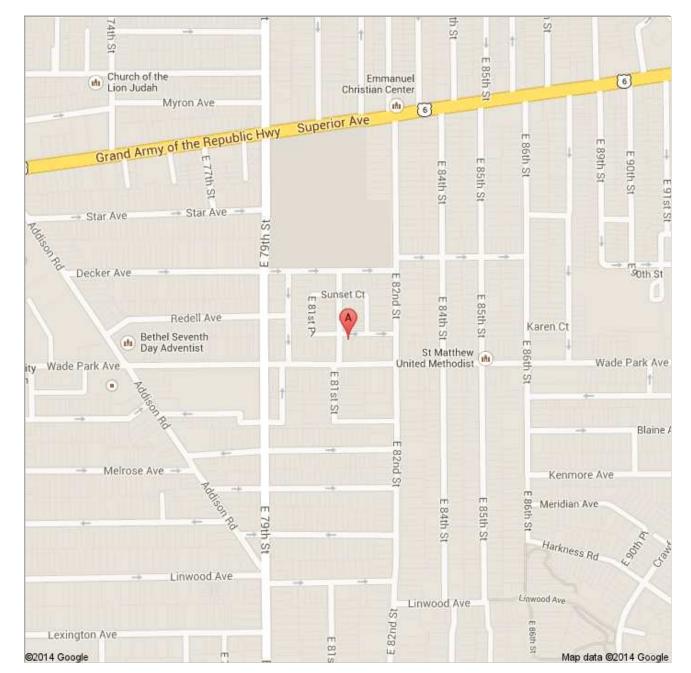


Section #1:

Google Maps and Photos



Address 1433 E 81st St Cleveland, OH 44103



1 of 1 2/1/2014 6:19 PM











Section #2:

Parcel ID # 106-07-063



No charges and payments are found for this parcel and tax year.

CUYAHOGA COUNTY ASSUMES NO LIABILITY FOR DAMAGES AS A RESULT OF ERRORS, OMISSIONS OR DISCREPANCIES CONTAINED IN THESE PAGES. PROSPECTIVE PURCHASERS SHOULD CONSULT A REAL ESTATE ATTORNEY AND PURCHASE A TITLE INSURANCE POLICY PRIOR TO THE SALE.

1 of 1 12/11/2013 12:46 AM

Section # 3:

Purchase Agreement Documents



Ohio Real Estate Auctions, LLC CONTRACT TO PURCHASE AT PUBLIC AUCTION

(This is a legally binding contract. If not understood, seek legal advice. For real estate advice, consult your Realtor)

DATE: 03-01-2014

| | 44103. Commercial building with retail and 4 units multi-family. Parcel # 106-07-063 | | |
|----|---|--|--|
| 2. | PRICE AND TERMS: Purchaser agrees to pay the amount of the high bid \$ plus the buyer premium of \$ | | |
| | for a Total Contract Price of \$ for the Real Estate as follows: A non-refundable (except in the case of a non-marketable title) down | | |
| | payment of \$ to apply toward the 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 other than as agreed, Purchaser agrees that the down | | |
| | payment shall be disbursed by FirstAmerican Title Co. 5 days from scheduled closing date (30 days after live auction) 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. | | |
| • | BALANCE & CLOSING: The balance of the Purchase Price shall be paid in the form required by the closing agent on date of closing, on or before | | |
| | April 1st, 2014 The closing date can be extended based on seller approval. | | |
| • | Buyers will close through <u>FirstAmerican Title Company</u> . | | |
| j. | If buyer does not close on or before scheduled closing date, seller may, at seller's option, extend the closing date in consideration for a sum of | | |
| | \$_150 per diem after original closing date up to 30 days. Extension funds to be distributed 50/50 broker and seller. | | |
| j. | OBTAINING FINANCING: This purchase is not contingent upon the Purchaser obtaining financing. There are no buyer contingencies. | | |
| | BINDING OBLIGATION: Purchaser is buying the property As-Is, Where-Is and without Recourse. If Purchaser fails to close for any reason | | |
| | whatsoever, except a nonmarketable title, Purchaser voluntarily agrees to forfeit entire down payment and may be held liable by Seller for any | | |
| | deficiency, plus court costs and reasonable legal fees, resulting from subsequent resale of the property. Time is of the essence and this is an irrevocable | | |
| | offer to purchase, with no contingencies. In the event Purchaser fails to perform according to the terms of this contract, the down payment shall be | | |
| | forfeited as partial liquidated damages, and not as a penalty, without affecting any of Seller's further remedies. Either party may demand specific | | |
| | performance of this agreement. | | |
| 3. | OWNER'S CERTIFICATION: Seller(s) certifies to Purchaser that, to the best of Sellers's knowledge: (a) there are no undisclosed latent defects; (b) | | |
| | there are no pending orders or ordinances or resolutions that have been enacted or adopted authorizing work or improvements for which the Real Estate | | |
| | may be assessed, except; (c) there are no City, County or State orders that have been served upon | | |
| | Seller(s) requiring work to be done or improvements to be made which have not been performed, except Inspections | | |
| | regarding habitability and use of the Real Estate shall be the responsibility of the Purchaser. All Inspections must be completed prior to Auction. | | |
| | PURCHASER IS RELYING SOLEY UPON HIS EXAMINATIONS OF THE REAL ESTATE, AND THE SELLER'S CERTIFICATION HEREIN | | |
| | FOR ITS PHYSICAL CONDITION AND CHARACTER, AND NOT UPON ANY REPRESENTATION BY THE AUCTIONEERS/REAL ESTATE | | |
| | AGENTS INVOLVED, WHO SHALL NOT BE RESPONSIBLE FOR ANY DEFECTS IN THE REAL ESTATE. | | |
| ١. | INDEMNITY: Seller and Purchaser recognize that the AUCTIONEERS/BROKERS are relying on information provided by Seller or his/her agents in | | |
| | connection with the Real Estate, and agree to indemnify and hold harmless the AUCTIONEERS/BROKERS, their agents and employees, from any | | |
| | claims, demands, damages, suits, liabilities, costs and expenses (including reasonable legal fees) arising out of any misrepresentation or concealment of | | |
| | facts by Seller or his/her agents. | | |
| 0. | CONVEYANCE AND CLOSING: Seller shall convey marketable title to the Real Estate by <u>Limited Warranty</u> deed with release of dower right, if | | |
| | any, AND SUBJECT TO THE RIGHTS OF THE TENANTS, if any, under existing leases and state law. Title shall be free and unencumbered as of | | |
| | | | |

| 11. | CONDITION OF IMPROVEMENTS: The risk of destruction or substantial damage by fire or Act of God prior to delivery of deed is assumed by |
|-----|--|
| | Seller. Seller agrees that on possession, the Real Estate shall be in the same condition as it is on the date of this contract, except for ordinary wear and |
| | tear. If the Real Estate should be damaged or destroyed by fire or other casualty and if, prior to Closing, the real Estate shall not be repaired or restored |
| | by and at the Sellers expense, to a condition as good as it was prior to the damage or destruction, then Purchaser, at his option, may terminate this |
| | contract by written notice to Seller and the Down Payment Shall be returned to Purchaser. While this contract is pending, Sellers shall not change any |
| | existing lease or enter into any new lease, nor make any substantial alterations or repairs without the consent of the Purchaser. In addition, the |
| | Purchaser also has an insurable interest in the property from date of this contract. Purchaser is hereby notified that insurance should be placed upon the |
| | property immediately to protect Purchasers' interest. |
| 12. | DISCLOSURE: ☐ Buyer ☐ Seller - is a licensed Real Estate Broker or Sales Person. |
| 13. | POSSESSION: Possession shall be given ⊠ at closing, ☐ days after closing @ ☐ AM ☐ PM, subject to Tenants' Rights, with deed. |
| | (Until such date, Seller shall have the right of possession free of rent, but shall pay for all utilities.) No work can be done on the property by the |
| | Purchaser until possession is given. |
| 14. | AGENCY DISCLOSURE STATEMENT: Purchaser acknowledges having reviewed and signed the Agency Disclosure Statement. |
| 15. | SOLE CONTRACT: The parties agree that this offer constitutes their entire agreement and that no oral or implied agreement exists. Any amendments |
| | to this offer shall be made in writing, signed by all parties, and copies shall be attached to all copies of the original offer. This offer shall be binding |
| | upon the parties, their heirs, administrators, executors, successors and assigns. |
| 16. | TERMS : The property sells: \boxtimes to the high bidder regardless of price, $or \square$ subject to seller's confirmation. |
| | 10% of the total purchase price must be deposited at the time of Auction as down payment by company, corporate or personal check (presented with |
| | positive I.D). This non-refundable down payment will be applied to the contract purchase price at closing and will be held in the trust account of |
| | FirstAmerican Title Company as escrow agents for the sellers. |
| 18. | ☐ A ten percent Buyer Premium will be added to the high bid amount to determine the final contract-selling price paid by the purchaser. ☐ No Buyer |
| | premium will be charged. |
| 19. | Taxes will be prorated and brought current by the seller. |
| 20. | This property is being sold at Public Auction, without recourse. Personal on-site inspection/s of the property or properties is strongly recommended. |
| | The property will sell "as is, where is," with no warranty expressed or implied as to improvements, availability of utilities, zoning, or environmental and |
| | wetland issues. Information contained online was obtained by sources deemed reliable. However, neither Ohio Real Estate Auctions, LLC nor their |
| | agents will be responsible for any errors or omissions herein. Announcements made at the auction will take precedence over written material, |
| | advertisements, or any other oral statements made prior to the day of auction. Purchasers should carefully verify all items and make their own decision |
| | as to the accuracy thereof before relying on same. Except in the case of an absolute auction, Auction Firm reserves the right to bid on behalf of the |
| | sellers. Auctioneer reserves the right to bid on behalf of himself at any auction. |
| 21. | Auction Firm hereby acknowledges that they represent the Seller. An Agency Disclosure Statement must be signed by the high bidder. |
| | The buyer, seller shall be responsible for all transfer taxes, recording fees, title search, and deed preparation. Seller is responsible for real estate |
| | tax prorata, mortgage releases and will convey a good and marketable title. The \(\subseteq \text{ buyer, } \subseteq \text{ seller, } \times \text{ split 50/50, is responsible for survey cost, if a} |
| | survey is required for a transfer. *Buyer is responsible for all other costs associated with closing. |
| 23. | By bidding, the buyer agrees to waive the 10 day post inspection for lead based paint. Buyer also agrees to waive their right to receive a Residential |
| | Property Disclosure form and their right to rescind the Contract to Purchase. |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

Buyers Initials _____

| 24. Real Estate is sold through Ohio Real Estate Auctions. 25. OTHER: | , LLC. | |
|---|--|--|
| 26. EXPIRATION AND APPROVAL: This offer is void Midnight EASTERN STANDARD TIMEN 27. Make Deed to: (print) | March 1 st , 2014 | 0_ o'clock ☐ A.M ⊠ P.M. ☐ Noon |
| The Purchaser has read, fully understands and approves the \underline{Print} | e foregoing offer and acknowledges receipt of a | a signed copy. <u>Date</u> |
| PURCHASER:X | | |
| PURCHASER: | | |
| FULL ADDRESS: _X | | |
| PHONE NUMBERS: _X | | |
| WITNESS: _X | | |
| by Seller(s). Counteroffer shall become null and vo Midnight EASTERN STANDARD TIME | oid if not accepted in writing on or before | o'clock A.M. P.M. Noon that Agency Disclosure Statement has been signed. |
| | | <u>Dute</u> |
| SELLER: _X_ | | |
| SELLER: | | |
| FULL ADDRESS: _X | | |
| PHONE NUMBERS:_X | | |
| 30. RECEIPT BY Ohio Real Estate Auctions, LLC: D. □ cash □ cashier's check □ personal check # | ATE_3-1-14 I hereby acknowled made payable to <i>FirstAmeri</i> in accordance with the second seco | ican Title Company as downpayment; othe |
| CO-OP REALTOR /BROKER FIRM | X2.0_% | CO-OP AGENT / BROKER |
| CO-OF REALTOR / BROKER FIRM | | |
| | | PHONE |
| | OhioRealEstateAuctions | |



Irrevocable Letter of Instruction Re: Down Payment

| | terms and conditions of the attached Contra | | |
|-----------------------------------|---|---|-------------|
| | s part of this transaction I am to make a downwho will then transfer that money to | vn payment of money to "Ohio Real Estate | |
| which will | I hold the money until it is time for closing. | | |
| used as pa instruct | | vent I do not close on this property, I irrevoca to disburse my down payment as required | • |
| Paragraph | | | |
| In Pr cle ha at Pu | the event this Contract to Purchase does urchaser agrees that the down payment shosing date unless Broker is previously notes been filed with a court of competent juritached. It was not to paragraph 2, upon written instructions. | all be disbursed by Broker 5 days from fied in writing by purchaser that litigation is diction. A copy of the filing must be tions from the Broker and the authority grante | |
| | cable Letter of Instruction I authorize and a instructions from the Broker as to the distr | pproveibution of my down payment. | <u>,</u> to |
| | orther, I agree to holdres to any individuals or entities. | harmless for any such | |
| | have reviewed the Contract to Purchase at Facable Letter of Instruction: | Public Auction dated, | , and |
| 1. | I understand the terms and conditions of | both documents. | |
| 2. | I am voluntarily entering these agreemen | ts. | |
| 3. | I realize that this authorization could resume. | alt in none of my down payment being returned | ed to |
| Dated: | | | |
| | | | |

Section # 5:

Terms & Conditions for Live Auction Event





9132 SR 62 suite B Orient, Ohio 43146 www.irsauctioneer.com john@irsauctioneer.com mobile 614 499-5257

TERMS & CONDITIONS

PROPERTY DERSCRIPTION SUMMARY

This is a Multi-Family and retail space Commercial building selling at Public Auction with a \$5,000 min bid plus 10% or \$5,000 buyer's premium (whichever is greater). Parcel ID is 106-07-063. Property sells "as-is and where-is" with no liens or encumbrances and without contingencies. Every prospective bidder must sign a letter of "irrevocable instruction" which defines that all deposits are non-refundable, each registered bidder must deposit 10% of the total purchase price (which is the high bid plus buyer's premium) with a personal or business check made payable to First American Title Co., have a photo Identification and register by signing the "Auction Registration Form".

Once a bidder has met the requirements to bid and then becomes the winning bidder (he/she) will determine the total purchase price as their subsequent high bid plus a 10% (of the high bid) buyer's premium or \$5,000 whichever is greater. The winning bidder will then deposit a total of 10% of the total purchase price. Therefore, if the winning bid were \$60K the total purchase price would be \$66K and the total deposit due is \$6,600. The total deposit is 10% of the total purchase price. After the winning bidder has signed all necessary disclosure and contract documents they will close the transaction within 30 days of the live auction event or April 1st, 2014 with First American Title Insurance Co.

Real Estate agents that want to be eligible for representing a prospective bidder and the subsequent co-op commission of 2% must register their contracted client at least 24 hours prior to the live event by faxing or scanning & emailing a signed Agency Disclosure Statement to John Rogers at fax - 614 635-2652 or john@irsauctioneer.com

John D. Rogers II | Realtor ™, Auctioneer, CPPA, CRS

President, Innovative Revenue Solutions, LLC



OREA Branch office Brokerage 9132 SR 62 suite B Orient, Ohio 43146 Office 614 877-7320 Mobile 614 499-5257

Fax 614 635-2652













| Bidde | r Num | nber | | |
|-------|-------|------|--|--|
| | | | | |
| | | | | |
| | | | | |

AUCTION REGISTRATION FORM

| Property Address: | | |
|--|--|--|
| Please Print Legibly | | |
| Name: | | |
| Company (if applicable): | | |
| Address: | | |
| Phone: H()W()Mobile() | | |
| Email: | | |
| How did you hear about the auction? | | |
| The undersigned hereby acknowledges that they have had the opportunity to review the Property Information Package (PIP) to their satisfaction or hereby waives their right to do so. The PIP contains all terms and conditions | | |
| Additionally, he/she has been advised that OREA (Broker) and all licensees employed by or associated therewith represent the Seller in this transaction. | | |
| Further, the undersigned agrees that they will assume all risk while inspecting the subject property and releases Broker and Seller from any claim due to injury sustained while inspecting the subject property. | | |
| Finally, the undersigned agrees that if they are a winning bidder at auction, they will execute the Contract to Purchase thereby establishing a legally binding commitment. | | |
| Signature: Date: | | |
| Deed should be made to: | | |
| To be completed by licensee representing bidder: | | |
| Licensee Name: Brokerage: | | |
| Brokerage Address: | | |
| Licensee Contact: W()Mobile()Email | | |
| Licensee hereby acknowledges that Brokerage will receive 2% of the high bid amount in the event that the bidder named herein is the successful bidder at auction and closes on the transaction. | | |
| Signature: Date: | | |

Section # 6:

Co-Op Brokerage form required

Ohio Real Estate Auctions



Buyer Broker Registration Form

Complete this form & fax to 614 635-2652

| Broker/Sales person: | Agency: |
|-------------------------------------|---------------------------------------|
| Address: | |
| Telephone: | Fax #: |
| As a licensed Real Estate Broker / | Salesperson, I, |
| License number V | Vish to register my client:(name) |
| Client Address: | Client Phone #: |
| Final Bid amount \$:purchase price. | plus 10% buyer's premium equals total |
| For the upcoming auction for the | following property: |

I will either conduct a showing or attend a scheduled preview, if any, and the auction along with my client who will register a bid on the day of the auction. It is my understanding that a fee of 2% of my client's final winning bid will be paid to the above listed real estate agency. Successful bidder pays for and closes on the property and I have registered them prior to the auction.

No oral registrations will be accepted.

Registration must take place a minimum of 24 hours prior to the scheduled auction time (no exceptions).

Section # 7:

Title Commitment

From

First American Title Insurance Company



Commitment for Title Insurance

ISSUED BY

Commitment

First American Title Insurance Company

First American Title Insurance Company, 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 Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

First American Title Insurance Company

Dennis J. Gilmore President

Timothy Kemp 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.

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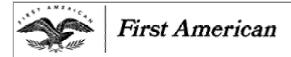
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Form 5011639 (8-1-09) Page 1 of 8 ALTA Commitment (6-17-06) Ohio

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/.

Form 5011639 (8-1-09) Page 2 of 8 ALTA Commitment (6-17-06)



Schedule A

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No.: 2041663NE

1. Effective Date: December 02, 2013 at 7:30 a.m.

2. Policy or Policies to be issued:

Amount

a. $\overline{\chi}$ ALTA Owner's Policy of Title Insurance (6-17-06)

\$1.00

Proposed Insured:

TBD

b. X ALTA Short Form Residential Loan Policy (Rev. 12-3-12) \$1.00

Proposed Insured: To Be Determined, its successors and/or assigns as their interests may appear as defined in the Conditions of this policy.

- 3. The estate or interest in the land described or referred to in this Commitment is Fee Simple
- 4. Title to the estate or interest in the Land is at the Effective Date vested in:

Community Threads, Inc. (Pastor Margaret Foster)

Instrument No. 200701090999 filed on January 9, 2007

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

See Exhibit "A" attached hereto and made a part hereof

Bv:

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 (8-1-09) Page 3 of 8 ALTA Commitment (6-17-06)



Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No.: 2041663NE

REQUIREMENTS

The following requirements must be satisfied:

- 1. Payment of the full consideration to, or for the account of, the grantors or mortgagor.
- 2. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
- 3. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and material men are all paid; and have released of record all liens or notice of intent to perfect a lien for labor or material.
- 4. The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to the approval of the Company, entered as the amount of the policy to be issued. Until the amount of the policy to be issued shall be determined, and entered as aforesaid, it is agreed that as between the Company, the applicant for this commitment, and every person relying on this commitment, the Company cannot be required to approve any such evaluation in excess of \$100,000.00 and the total liability of the Company on account of the commitment shall not exceed said amount.

Instruments in insurable form which must be executed, delivered, and duly filed for record, to wit:

- 1. Warranty Deed from Community Threads, Inc. (Pastor Margaret Foster) to TBD.
- 2. Mortgage to be insured from TBD to To Be Determined.
- 3. Satisfactory Release or Subordination of all liens shown in Schedule B, Section II.

Form 5011639 (8-1-09) Page 4 of 8 ALTA Commitment (6-17-06)

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule BII

File No.: 2041663NE

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 1. the Public Records or attaching subsequent to the Effective Date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- 2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of the persons in possession of the Land.
- 3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title, including 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.
- 4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and 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.
- 6. The lien of real estate taxes or assessments imposed on the title by a governmental authority that are not 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. 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.
- 8. 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 instruments related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.
- 9. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
- 10. 2012 Tax Duplicate for Parcel Number 106-07-063;

The first half tax in the amount of \$0, including current assessments, if any, is N/A.

The second half tax in the amount of \$0, including current assessments, if any, is N/A.

Form 5011639 (8-1-09) Page 5 of 8 ALTA Commitment (6-17-06) Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is **None**.

Assessed Values:

Land: \$0 Building: \$0 Total: \$0

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.

NOTE: A search for uncertified special tax assessments has not been performed.

NOTE: Taxes for this parcel are exempt.

The following 24 month chain of title is being shown per customer request and is for informational purposes only:

a. Community Threads Inc. (Pastor Margaret Foster) acquired title by Quit-Claim Deed recorded as Instrument No. 200701090999 filed on January 9, 2007.

Form 5011639 (8-1-09) Page 6 of 8 ALTA Commitment (6-17-06)



ISSUED BY

First American Title Insurance Company

File No.: 2041663NE

The land referred to herein below is situated in the City of Cleveland, County of Cuyahoga, State of Ohio, and is described as follows:

And known as being the Northerly 65 feet of Sublot No. 7 in Walton Brothers and Hick's Allotment of part of Original One Hundred Acre Lot No. 383 as shown by the recorded plat in Volume 13 of Maps, Page 48 of Cuyahoga County Records and being 75 feet front on the Easterly side of East 81st Street (formerly Beaumont Street), and extending back of equal width 50 feet deep, as appears by said plat be the same more or less.



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. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that 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. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these quidelines its Fair Information Values.

Types 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.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of 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. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

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 and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain

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