

IN THE COURT OF COMMON PLEAS
SUMMIT COUNTY, OHIO

CHRISTOPHER LONGO,)	CASE NO. CV-2022-05-1754
)	
Plaintiff,)	JUDGE PATRICIA A. COSGROVE
)	
v.)	
)	
THE AEM SERVICES, LLC, <i>et. al.</i> ,)	
)	
Defendants.)	

MOTION/APPLICATION OF THE RECEIVER FOR AUTHORITY TO
SELL REAL PROPERTY LOCATED AT 4163 MELCHER AVE.,
AKRON, OHIO 44319 FREE AND CLEAR OF LIENS,
ENCUMBRANCES, AND INTERESTS WITH SAID LIENS,
ENCUMBRANCES, AND INTERESTS TO ATTACH TO THE
PROCEEDS OF SALE

MOTION TO PAY CERTAIN EXPENSES IMMEDIATELY OUT OF
THE PROCEEDS OF SALE

NOTICE OF DEADLINE FOR FILING OBJECTIONS
SEE PAGE 10

Mark E. Dottore, (the “Receiver”) duly appointed and acting Receiver of The AEM Services, LLC (the “Receivership Entity”), hereby moves this Court, pursuant to the Receiver Order (as hereinafter defined) and Ohio Revised Code Section 2735.01 *et. seq.*, for the entry of an Order, (i) authorizing the sale of the real property located at 4163 Melcher Ave., Akron, Ohio 44319, (PPN 2600471) (the “Property”) to Dean Beddow and Mary K. Beddow or an assignee identified by them (the “Buyers”) consistent with the terms of a Residential Purchase Agreement (the “Purchase Agreement”) attached hereto as Exhibit A and

{00032977-2 }

incorporated by reference herein; (ii) determining and directing that the sale of the Property is free and clear of all mortgages, pledges, security interests, liens, encumbrances, claims, charges, and any other interests of any kind or type whatsoever (the “**Encumbrances and Interests**”); (iii) authorizing the Receiver to pay certain expenses of the sale out of the proceeds derived from the sale transaction (the “**Sale Proceeds**”); and (iv) granting such other and further relief as is warranted in the circumstances.

In support of his motion, the Receiver states as follows:

1. On June 22, 2022, the Court entered its order (the “**Initial Receiver Order**”) in the Lead Case appointing the Receiver to be “the receiver of the real and personal property ... general intangibles, and all other assets arising out of, or pertaining to AEM, of whatever kind or nature[.]” Initial Receiver Order at par. no. 1.

2. On July 15, 2022, the Court amended and expanded the Initial Receiver Order when it entered its First Amended Order Appointing Receiver (the “**First Amended Receiver Order**”) in the Lead Case, and thereby expanded the Receivership, to include AEM Investments, LLC and AEM Wholesale, LLC.

3. On August 10, 2022, the Court further amended and expanded the First Amended Receiver Order when it entered its Second Amended Order Appointing Receiver in the Lead Case¹. (and thereby expanded the Receivership to

¹ Unless otherwise indicated, all references to “the **Receiver Order**” in this or any other filing by the Receiver shall be to the Initial Receiver Order, as amended, and then in effect.

include the assets of Mark Dente, Sharon Dente, and Anthony Dente (collectively, the “**Dentes**”) along with the following entities and their assets: The AEM Services, LLC, AEM Investments, LLC, AEM Wholesale, LLC, Unlimited Acquisitions, LLC, AEM Productions, LLC, AEM Real Estate Group, LLC, AEM Capital Fund Ltd., The Mark and Sharon Dente Living Trust, A&J RE Holdings and Landmark Property Development, fka Landmark Real Estate Endeavors (collectively the “**Included Entities**”) and together with the assets of the Dentes, the “**Receivership Entities**”).

4. On July 20, 2022, the Court, acting through Administrative Judge Amy Corrigan Jones, entered its Miscellaneous Order Effective July 15, 2022 which, among other things, transferred this case and all other cases seeking relief against AEM or Mark Dente or persons or businesses associated with them (the “**AEM Cases**”) to Judge Cosgrove. Miscellaneous Order at par. no. 1.

5. Paragraph 3 of the Amended Receiver Order provides that the Receiver shall have the following specific powers and duties:

- a. The Receiver shall take immediate possession, control, management and charge of the assets of the Receivership Entity, including all real property of the Receivership Entity wherever located;
- b. The Receiver is authorized to negotiate and effect an orderly sale, transfer, use or assignment of all or a portion of any of the Assets in or outside of the ordinary course of business of the Business and, from the proceeds thereof, to pay the secured and unsecured indebtedness of the

Assets, including the Real Property. . . The Receiver is authorized to conduct such a sale of the Assets in any manner which he, in his good faith and reasonable discretion, believes will maximize the proceeds received from the sale.

6. The Receiver Order specifically referenced Ohio Revised Code § 2735 et. seq., which permits a Receiver to sell real property free and clear of liens.

7. The Receiver Order authorizes the Receiver to file this Motion and to sell the Property because it is an asset of The AEM Services, LLC.

**The Property to Be Sold and the
Proposed Sale**

8. The Property is located at 4163 Melcher Ave., Akron, Ohio 44319, Permanent Parcel Number PPN (PPN 2600471).

9. The Receiver believes and accordingly asserts that in his best business judgment it is in the best interest of all parties and creditors of the receivership to sell the Property free and clear of liens to the Buyers pursuant to the Purchase Agreement.

10. Ohio Revised Code § 2735.04(D)(1)(b) provides, "Before entering an order authorizing the sale of the property by the receiver, the court may require that the receiver provide evidence of the value of the property. That valuation may be provided by any evidence that the court determines is appropriate."

11. The Receiver submits that the Property was offered to the public through the Multiple Listing Service ("MLS") and sold in a commercially reasonable transaction by David Sarver, a licensed real estate broker at Berkshire Hathaway.

The Buyers were represented by another licensed broker at Re/Max Pathway. The Buyers located and selected the Property because of its public listing on the MLS. The MLS is utilized by thousands of buyers and sellers because listing property on the MLS generates the best marketing and advertising and therefore the highest values for real estate listed for sale. The Receiver maintains that the Property's listing on the MLS, its public advertising and the method of sale provides sufficient basis for establishment of the value of the Property at \$825,000.

Liens and Lien Priorities

12. Attached to this Motion as Exhibit B is a Lien Report which was prepared by Resource Title National Agency, Inc. ("**Resource Title**"). The Receiver has requested an updated lien report and Preliminary Judicial Report (the "**PJR**"), which will be provided as soon as it is available. The PJR indicates that, in addition to easements, restrictions, set-back-lines, declarations, conditions, covenants, reservations and rights of way of record, and the lien for real estate taxes and assessments, as of July 26, 2022, the following liens are of record against the Property:

- a) Open End Mortgage from The AEM Services, LLC, an Ohio Limited Liability Company to FTF Lending, LLC, a Delaware Limited Liability Company in the amount of \$525,000.00 dated March 19, 2021 and recorded on March 22, 2021 in Instrument No. 56624303, in the County Recorder's Office.
- b) Judgment Lien in favor of Walter F. Senk, against AEM Services, LLC and Mark Dente, in the original amount of \$337,012.60 filed on May 13, 2022, in Case Number JL-2022-5014, in the Clerk of Court Records.
- c) Judgment Lien in favor of Walter F. Senk, against AEM Services, LLC and Mark Dente, in the original amount of \$162,820.00 filed on May 13, 2022, in Case Number JL-2022-5015, in the Clerk of Court Records.

- d) Judgment Lien in favor of Elliot Melis, against Mark Dente and AEM Services LLC, in the original amount of \$675,000.00 filed on May 16, 2022, in Case Number JL-2022-5016, in the Clerk of Court Records.
- e) Judgment Lien in favor of Jeffrey Wallace, against AEM Services, LLC and Mark Dente, in the original amount of \$565,635.00 filed on May 17, 2022, in Case Number JL-2022-5019, in the Clerk of Court Records.
- f) Judgment Lien in favor of Darrel Seibert II, against The AEM Services, LLC and Mark Dente, in the original amount of \$4,896,860.00 filed on May 23, 2022, in Case Number JL-2022-5477, in the Clerk of Court Records.
- g) Judgment Lien in favor of Walter F. Senk, against The AEM Services LLC and Mark Dente, in the original amount of \$841,240.00 filed on June 1, 2022, in Case Number JL-2022-5719, in the Clerk of Court Records.
- h) Judgment Lien in favor of James C. Miller, against The AEM Services, LLC and Mark Dente, in the original amount of \$887,875.00 filed on June 7, 2022, in Case Number JL-2022-5789, in the Clerk of Court Records.
- i) Judgment Lien in favor of Robert Novacek, against The AEM Services, LLC and Mark Dente, in the original amount of \$790,215.00 filed on June 7, 2022, in Case Number JL-2022-5790, in the Clerk of Court Records.
- j) Judgment Lien in favor of Ali Aljibouri, against Mark Dente and The AEM Services, LLC, in the original amount of \$632,753.00 filed on June 9, 2022, in Case Number JL-2022-5949, in the Clerk of Court Records.
- k) Judgment Lien in favor of Laura Seibert, against Mark Dente and The AEM Services, LLC, in the original amount of \$1,673,503.00 filed on June 14, 2022, in Case Number JL-2022-5953, in the Clerk of Court Records.
- l) Judgment Lien in favor of SP Investment Services, LLC, against The AEM Services, LLC and Mark Dente, in the original amount of \$1,168,838.00 filed on June 15, 2022, in Case Number JL-2022-5957, in the Clerk of Court Records.
- m) Judgment Lien in favor of Kyle Arganbright et al., against The AEM Services, LLC and Mark Dente, in the original amount of \$14,107,607.00 filed on June 15, 2022, in Case Number JL-2022-6003, in the Clerk of Court Records.
- n) Judgment Lien in favor of Christopher Longo, against The AEM Services, LLC and Mark Dente, in the original amount of \$3,162,500.00 filed on June 16, 2022, in Case Number JL-2022-6005, in the Clerk of Court Records.
- o) Judgment Lien in favor of Laura Seibert Trustee of the John M. and Joyce Hammontree Irrevocable Trust, against Mark Dente and The AEM

- Services LLC, in the original amount of \$85,100.00 filed on June 23, 2022, in Case Number JL-2022-6291, in the Clerk of Court Records.
- p) Judgment Lien in favor of Benjamin Petitti, against The AEM Services, LLC and Mark Dente, in the original amount of \$739,750.00 filed on June 24, 2022, in Case Number JL-2022-6293, in the Clerk of Court Records.
 - q) UCC Financing Statement filed against FTF Lending, LLC, in favor of The AEM Services, LLC, recorded on May 31, 2019 in Instrument No. 56467401, in the County Recorder's Office.
 - r) UCC Financing Statement filed against FTF Lending, LLC, in favor of The AEM Services, LLC, recorded on March 22, 2021 in Instrument No. 56624304, in the County Recorder's Office.

13. In addition to the liens, encumbrances and interests noted, the Receiver is aware that there may be claims made by the Summit County Fiscal Officer, the Internal Revenue Service, the State of Ohio and the City of Cleveland. Mark Dente, Sharon Dente, The Mark and Sharon Dente Living Trust, Anthony Dente and Unlimited Acquisitions, LLC may assert claims against the Property.

Relief Requested

14. The Receiver requests that this Court enter an order granting him the authority to close on the Sale as described in the Purchase Agreement and specifically to sell the Property free and clear of all Encumbrances and Interests (except those noted herein); that the Encumbrances and Interests be divested from the Property and then transferred to the Sale Proceeds in the same priority and to the same extent that they are found to be valid, enforceable and unavoidable; except that to the extent that any real estate taxes are not yet due and payable, the lien for said taxes shall survive the sale and remain attached to the Property.

15. The Receiver also requests that the Buyers be required and authorized to pay the properly calculated, prorated and allocated county real estate taxes on the Property in full as part of the closing of the Sale.

16. The Receiver also requests that the customary costs of closing the sale transaction, including real estate broker fees to Berkshire Hathaway and ReMax Pathway (the "Sale Expenses"), be paid in full out of the Sale Proceeds at closing.

17. The Receiver requests that all Encumbrances and Interests other than the Sale Expenses be transferred to the fund produced by the Sale in the same priority and to the same extent that they are found to be valid, enforceable and unavoidable as determined by the Court at a time convenient for the Court.

WHEREFORE, the Receiver prays that his Motion be granted and that the Court enter an order, substantially in the form of the Proposed Order attached as Exhibit C, authorizing him (a) to sell the Property to the Buyers pursuant to the terms and conditions set forth in the Purchase Agreement free and clear of all Encumbrances and Interests, (b) to pay the Sale Expenses out of the Sale Proceeds, (c) to require and authorize the Buyers to satisfy out of the Sale Proceeds the properly calculated and prorated county taxes and (d) to hold the remainder of the Sale Proceeds until a proper determination is made by this Court as to the validity, priority, and amount of the remaining Encumbrances and Interests, and (e) to execute any documents required and to do all other things necessary to complete the sale transaction; and (f) for such other and further relief as is just and equitable in the circumstances.

Date: August 31, 2022

Respectfully submitted,

/s/Mary K. Whitmer

Mary K. Whitmer (0018213)

James W. Ehrman (0011006)

Robert M. Stefancin (0047184)

M. Logan O'Connor (0100214)

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*Attorneys for Mark E. Dottore,
Receiver*

NOTICE FOR THE FILING OF OBJECTIONS:

PLEASE TAKE NOTICE that this Motion/Application is filed for the purpose of providing information to the parties and other persons interested in these proceedings. Any objection to this Motion/Application must be filed within ten (10) days from the date of service as set forth on the certificate of service. If no response or objection is timely filed, the Court may grant the relief requested without further notice.

CERTIFICATE OF SERVICE

I hereby certify that on August 31, 2022, a true and copy of the foregoing was filed electronically. Notice of this filing will be sent by operation of the court's electronic filing system to all parties on the Electronic Mail Notice List. Parties may access this filing through the Court's system.

/s/ Mary K. Whitmer
Mary K. Whitmer

*One of the Attorneys for Mark E.
Dottore, Receiver*

dotloop signature verification: [HERE](#)

EXHIBIT A



RESIDENTIAL PURCHASE AGREEMENT

OFFER, RECEIPT AND ACCEPTANCE

1 BUYER: The undersigned Dean Beddow and Mary K Beddow offers to buy the
2 PROPERTY: Located at 4163 Melcher Ave
3 City New Franklin Ohio, Zip code 44319
4 Permanent Parcel No. 2600471 and further described as being:
5 Residential Property

6 The property, which Buyer accepts in its "AS IS" PRESENT PHYSICAL CONDITION, shall include the
7 land, all appurtenant rights, privileges and easements, and all buildings and fixtures, including such of the
8 following as are now on the property: all electrical, heating, plumbing and bathroom fixtures; all window
9 and door shades, blinds, awnings, screens, storm windows, curtain and drapery fixtures; all landscaping,
10 disposal, TV antenna, rotor and control unit, smoke detectors, garage door opener(s) and all controls;
11 all permanently attached carpeting. The following selected items shall also remain;

- 12 [] satellite dish; [x] range and over; [x] microwave; [x] kitchen refrigerator; [x] dishwasher; [x] washer; [x] dryer;
13 [] radiator covers; [] window air conditioner; [x] central air conditioning; [] gas grill; [x] fireplace tools;
14 [x] screen, [x] glass doors and [x] grate; [x] all existing window treatments; [x] ceiling fan(s);
15 [] wood burner stove inserts; [x] gas logs; and [x] water softener.

16 Also included: All Furniture
17 Fixtures NOT included:
18
19

20 SECONDARY OFFER: This [] is [x] is not a secondary offer. This secondary offer, if applicable, shall
21 become a primary contract upon BUYER'S receipt of a signed copy of the release of the primary contract
22 on or before (Date). BUYER shall have the right to terminate this secondary offer at
23 any time prior to BUYER'S receipt of said copy of the release of the primary contract by delivering written
24 notice to the SELLER or the SELLER'S agent. Upon receipt of the release of the primary contract,
25 BUYER shall deposit earnest money within four (4) days and BUYER and SELLER agree to sign an
26 addendum, listing the date for loan application, loan approval, deposit of funds and documents, title
27 transfer and possession.

28 PRICE: Buyer shall pay the sum of \$ \$825,000.00

29 Earnest money payable to Mark E. Dottore, Receiver in the amount of \$ \$5,000.00

30 In the form of a [x] check [] other: which shall be redeemed immediately upon receipt
31 of a binding agreement (as defined on lines 283-292) and []

32 Balance of cash to be deposited in escrow \$ TBD by Lender

33 Mortgage loan to be obtained by Buyer \$ TBD by Lender

34 [x] Conventional, [] FHA, [] VA, [] Other

35

36

Handwritten signatures and stamps: MKB 07/26/22 7:34 PM EDT, DB 07/26/22 7:34 PM EDT, MDR 07/27/22 6:15 AM EDT

Page 1 of 8

BUYERS INITIALS AND DATE

SELLER'S INITIALS AND DATE

Handwritten initials DB and MKB with timestamps 07/26/22 7:31 PM EDT and 07/26/22 7:34 PM EDT, dotloop verified.

RESIDENTIAL PURCHASE AGREEMENT AMENDED: JANUARY 2021

Handwritten initials MDR with timestamp 07/27/22 6:15 AM EDT, dotloop verified.

dotloop signature verification:

PROPERTY ADDRESS: 4163 Melcher Ave, New Franklin, OH 44319

37 FINANCING: Buyer shall make a written application for the above mortgage loan and order appraisal and
38 provide documentation to Seller of said application within 5 days and shall obtain a
39 commitment for that loan no later than 22 days after acceptance of this offer. If the
40 closing date cannot occur by the date of closing due to no fault of either party, any government regulation
41 or lender requirement, the date of closing shall be extended for the period necessary to satisfy these
42 requirements, not to exceed fourteen (14) business days. At the Seller's written election, if, despite
43 Buyer's good faith efforts, that commitment has not been obtained, then this Agreement shall be null and
44 void. Upon signing of a mutual release by Seller and Buyer, the earnest money deposit shall be returned
45 to the Buyer without any further liability of either party to the other or to the Brokers and their agents (see
46 line 220).

47 CLOSING: All funds and documents necessary for the completion of this transaction shall be placed in
48 escrow with the lending institution or escrow company on or before 08/24/2022, and
49 title shall be recorded on or about 08/25/2022. Ohio law requires that closing funds
50 over the amount of \$10,000.00 be electronically transferred to the closing/escrow agent. Buyers are
51 advised to consult their lender and closing/escrow agent for wiring requirements to assure that funds are
52 received in a timely manner.

53 POSSESSION: Seller shall deliver possession to Buyer of the property within days by
54 time), AM PM after the title has been recorded. Subject to the Buyer's rights, if any, the premises
55 may be occupied by the Seller free for days. Additional days at a rate of \$ per
56 day. Insurance coverage and payment and collection of fees for use and occupancy after recording of title
57 are the sole responsibility of Seller and Buyer.

58 TITLE: For each parcel of real estate, Seller shall convey a marketable title to Buyer by general warranty
59 deed and/or fiduciary deed, if required, with dower rights released, free and clear of all liens and
60 encumbrances whatsoever, except a) any mortgage assumed by Buyer, and b) such restrictions,
61 conditions, easements (however created) and encroachments as do not materially adversely affect the
62 use or value of the property, c) zoning ordinances, if any, and d) taxes and assessments, both general
63 and special, not yet due and payable. Seller shall furnish an Owner's Fee Policy of Title Insurance in the
64 amount of the purchase price, if title to all or part of the parcels to be conveyed is found defective, Seller
65 shall have thirty (30) days after notice to remove title defects. If unable to do so, Buyer may either a)
66 accept Title subject to each defect without any reduction in the purchase price or b) terminate this
67 agreement, in which case neither Buyer, Seller nor broker shall have any further liability to each other,
68 and both Buyer and Seller agree to sign a mutual release, releasing earnest money to Buyer. For the
69 subsurface estate underlying each parcel of real estate, if all or part of the subsurface mineral, oil or gas
70 rights to the underlying parcels already has been transferred by the Seller, then Buyer can either
71 purchase the property "as is" or declare the contract null and void, in which event the earnest money shall
72 be returned to the Buyer. Unless expressly reserved by the Seller, all payments for any mineral, oil
73 or gas rights shall belong to the Buyer effective upon closing (see line 220).

74 PRORATIONS: General taxes, annual maintenance fees, subdivision charges, rentals, interest on any
75 mortgage assumed by buyer, condominium, HOA or other association periodic charges or assessments
76 and transferable policies if Buyer so elects, special assessments, city and county charges and tenant's
77 rights, collected or uncollected, shall be prorated as of the date the title has been recorded. Taxes and
78 assessments shall be prorated based upon the latest available tax duplicate. However, if the tax duplicate
79 is not yet available or the improved land is currently valued as land only, taxes and assessments shall be
80 prorated based upon 35% of the selling price times the millage rate. The escrow agent is instructed to
81 contact the local government taxing authority, verify the correct tax value of the property as of the date
82 the title has been recorded and pay the current taxes due to the date the title has been recorded. If the
83 property being transferred is new construction and recently completed or in the process of completion at
84 the time the agreement was signed by the parties, the escrow agent is instructed to make a good faith
85 estimate of the taxes to be owed on the value of the improved property to the date the title has been
86 recorded and reserve sufficient funds in escrow from Seller's net proceeds to pay those taxes when they

Page 2 of 8

BUYERS INITIALS AND DATE

DB 07/27/22 7:33 PM EDT
MRB 07/28/22 7:54 PM EDT

RESIDENTIAL
PURCHASE AGREEMENT
AMENDED: JANUARY 2021

SELLER'S INITIALS AND DATE

MDR 07/27/22 6:15 AM EDT

dotloop signature verification: 07/26/22 7:34 AM EDT

PROPERTY ADDRESS: 4163 Melcher Ave, New Franklin, OH 44319

87 become due and payable after the title has been recorded. The escrow agent is instructed to release the
88 balance of the funds on reserve to Seller once they receive notice from the local county auditor that the
89 taxes on the land and improvements have been paid in full to the date the title has been recorded. Buyer
90 acknowledges that the latest available tax duplicate may not reflect the accurate amount of taxes and
91 assessments that will be owed. Seller agrees to reimburse Buyer directly outside of escrow for any
92 increase in valuation and the cost of all passed or levied, but not yet certified, taxes and assessments, if
93 any, prorated to the date the title has been recorded. Seller is not aware of any proposed taxes or
94 assessments, public or private, except the following:

95
96

97 In the event the property shall be deemed subject to any agricultural tax recoupment (C.A.U.V.),

98 Buyer Seller agrees to pay the amount of such recoupment.

99 **CHARGES/ESCROW INSTRUCTIONS:** This agreement shall be used as escrow instructions subject to
100 the Escrow Agent's usual conditions of acceptance.

101 Seller shall pay the following costs through escrow: a) deed preparation, b) real estate transfer tax, c) any
102 amount required to discharge any mortgage, lien or encumbrance not assumed by Buyer, d) title exam
103 and one half the cost of insuring premium for Owners Fee Policy of Title Insurance, e) pro-rations due
104 Buyer, f) Broker's commissions, g) one-half of the escrow fee (unless VA/FHA regulations prohibit
105 payment of escrow fees by Buyer in which case Seller shall pay the entire escrow fee), and h)
106

107 Tenant security deposits, if any, shall be credited in escrow to the Buyer. The escrow agent shall withhold
108 \$ _____ from the proceeds due Seller for payment of Seller's final water and
109 sewer bills. Seller shall pay all utility charges to date of recording of title or date of possession whichever
110 is later. Buyer shall pay the following through escrow (unless prohibited by VA/FHA regulations): a) one-
111 half of the escrow fee b) one half the cost of insuring premiums for Owners Fee Policy of Title Insurance;
112 c) all recording fees for the deed and any mortgage, d) \$395 RE/MAX Pathway Fee.
113 If the closing date cannot occur by the date of closing due to any government regulation or lender
114 requirement, the date of closing shall be extended for the period necessary to satisfy these requirements,
115 not to exceed fourteen (14) business days. The Selling and Listing Brokers request and the Seller(s) and
116 Buyer(s) hereby authorize and instruct the escrow agent to send a copy of their fully signed, Buyers and
117 Sellers, Closing Disclosures and/or Settlement Statements, if applicable, to their respective Broker(s)
118 listed on this Agreement promptly after closing, which Brokers may disburse to other parties to the
119 transaction.

120 **HOME WARRANTY:** Buyer acknowledges that Limited Home Warranty Insurance Policies are available
121 and that such policies have deductibles, may not cover pre-existing defects in the property, and have
122 items excluded from coverage. Broker may receive a fee from the home warranty provider. Buyer does

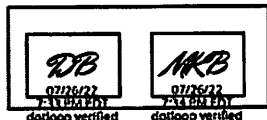
123 does not elect to secure a Limited Home Warranty Plan issued by _____.

124 The cost of \$ _____ shall be paid by Buyer Seller through escrow.

125 **INSPECTION:** This agreement shall be subject to the following inspection(s) by a qualified inspector of
126 Buyer's choice within the specified number of days from acceptance of binding agreement. Buyer
127 assumes sole responsibility to select and retain a qualified inspector for each requested inspection and
128 releases Broker of any and all liability regarding the selection or retention of the inspector(s). If Buyer
129 does not elect inspections, Buyer acknowledges that Buyer is acting against the advice of Buyer's agent
130 and Broker. Buyer understands that all real property and improvements may contain defects and
131 conditions that are not readily apparent, and which may affect a property's use or value. Buyer and

Page 3 of 8

BUYERS INITIALS AND DATE



RESIDENTIAL
PURCHASE AGREEMENT
AMENDED: JANUARY 2021

SELLER'S INITIALS AND DATE



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PROPERTY ADDRESS: 4163 Melcher Ave, New Franklin, OH 44319

132 Seller agree that the Broker(s) and their agent(s) do not guarantee and in no way assume responsibility
133 for the property's condition. Buyer acknowledges that it is Buyer's own duty to exercise reasonable care
134 to inspect and make diligent inquiry of the Seller or Buyer's inspectors regarding the condition and
135 systems of the property.

136 Inspections required by any state, county, local government, or FHA/VA do not necessarily eliminate
137 the need for the inspections listed below.

138 Waiver: [DB] [AKB] (initials) Buyer elects to waive each professional inspection to which Buyer has not
139 indicated "yes". Any failure by Buyer to perform any inspection indicated "yes" herein is a waiver of such
140 inspection and shall be deemed absolute acceptance of the property by Buyer in its "as is" condition.

Table with columns: Choice, Inspections, Expense (Buyer, Seller). Rows include GENERAL HOME, SEPTIC SYSTEM, WELL WATER, RADON, MOLD, PEST/ WOOD DESTROYING INSECTS, OTHER.

152 (list other inspections) For Buyers information, See AS IS Addendum.

153 Within three (3) days after completion of the last inspection, Buyer shall elect one of the following:
154 a. Remove the inspection contingency and accept the property in its "as is" present physical
155 condition. If the property is accepted in its "as is" present physical condition, Buyer agrees to
156 sign an Amendment to the Residential Purchase Agreement removing the inspection
157 contingency and this agreement will proceed in full force and effect; OR
158 b. Accept the property subject to Seller agreeing to have specific items that were identified in a
159 written inspection report, if requested, repaired by a qualified contractor in a professional
160 manner at Seller's expense. If the property is accepted subject to the Seller repairing specific
161 defects, Buyer agrees to provide Seller with a copy of all inspection reports, if requested, and
162 sign an Amendment to the Residential Purchase Agreement removing the inspection
163 contingency and identifying the defect which are to be repaired. Seller and Buyer have five
164 (5) days from Seller's receipt of the written list of defects and the inspection report(s), if
165 requested, to agree in writing which defects, if any, will be corrected at Seller's expense. If a
166 written agreement is not signed by Seller and Buyer within those five (5) days, this agreement
167 is null and void and Seller and Buyer agree to sign a mutual release, with the earnest money
168 being returned to the Buyer (see line 258). The Buyer and Seller can mutually agree in writing
169 to extend the dates for inspections, repairs, or to exercise their right to terminate the
170 Agreement. Seller agrees to provide reasonable access to the property for Buyer to review
171 and approve any conditions corrected by Seller, OR terminate this agreement if written

Page 4 of 8

BUYERS INITIALS AND DATE

[Signatures: DB, AKB]
07/28/22 7:31 PM EDT
07/28/22 7:24 PM EDT
dotloop verified

RESIDENTIAL PURCHASE AGREEMENT AMENDED: JANUARY 2021

SELLER'S INITIALS AND DATE

[Signature: MDR]
07/27/22 8:15 AM EDT
dotloop verified

dotloop signature verification:

PROPERTY ADDRESS: 4163 Melcher Ave, New Franklin, OH 44319

172 inspection report(s) identify material latent defects not previously disclosed in writing by the
173 Seller and/or any cooperating real estate broker. If Buyer elects to terminate this agreement
174 based upon newly discovered material latent defects in the property, Buyer agrees to provide
175 a copy of the written inspection report(s), if requested, to the Seller, and both parties agree to
176 sign a *mutual release*. The earnest money will be returned to the Buyer without any further
177 liability of either party to the other or to the broker(s) (see line 258).

178 **MEGAN'S LAW:** Seller warrants that Seller has disclosed to Buyer all notices received pursuant to Ohio's
179 sex offender law. The Buyer acknowledges that the information disclosed may no longer be accurate and
180 agrees to inquire with the local sheriff's office. Buyer agrees to assume the responsibility to check with the
181 local sheriff's office for additional information. Buyer will rely on Buyer's own inquiry with the local sheriff's
182 office as to registered sex offenders in the area and will not rely on Seller or any real estate agent
183 involved in the transaction to determine if a sex offender resides in the area of any property Buyer may
184 purchase.

185 **CONDITION OF PROPERTY:** Buyer has examined the property and agrees that the property is being
186 purchased in its "As Is" Present Physical Condition including any defects disclosed by the Seller on the
187 Ohio Residential Property Disclosure Form or identified by any inspections requested by either party or
188 any other forms or addenda made a part of this agreement. Seller agrees to notify Buyer in writing of any
189 additional disclosure items that arise between the date of acceptance and the date of recording of the
190 deed. Buyer has not relied upon any representations, warranties, or statements about the property
191 (including but not limited to its condition or use) unless otherwise disclosed on this agreement or on the
192 Residential Property Disclosure Form.



- 193 1. Buyer acknowledges receipt of completed Residential Property Disclosure Form from Seller.
- 194 2. Buyer has not received Residential Property Disclosure Form and Seller agrees to deliver Buyer a
- 195 copy of the completed Residential Property Disclosure Form within three (3) days after acceptance unless
- 196 the sale of the property is exempt by Ohio Revised Code 5302.30 from the use of the form.

197 Seller shall pay all costs for the repair of any gas line leak found between the street and foundation at the
198 time of recording of title, or restoration of utilities, whichever is sooner. Seller agrees to comply with any
199 and all local government point of sale laws and/or ordinances. Seller will promptly provide Buyer with
200 copies of any notices received from governmental agencies to inspect or correct any current building
201 code or health violations. If applicable, Buyer and Seller have five (5) days after receipt by Buyer of all
202 notices to agree in writing which party will be responsible for the correction of any building code or health
203 violation(s). If Buyer and Seller cannot agree in writing, this Agreement can be declared null and void by
204 either party. In that event Seller and Buyer agree to sign a mutual release with instruction to the Broker on
205 disbursement of the earnest money (see line 258).

206 **REPRESENTATIONS AND DISCLAIMERS:** Buyer acknowledges that the Seller completed the
207 Residential Property Disclosure Form unless otherwise stated above and Seller has not made any
208 representations or warranties, either expressed or implied, regarding the property, (except for the Ohio
209 Residential Property Disclosure Form, if applicable), and agrees to hold the Brokers and their agents
210 harmless from any mis-statements or errors made by the Seller on the form. Buyer also acknowledges
211 and agrees that the Brokers and their agents have no obligation to verify or investigate the information
212 provided by the Seller on that form. Buyer acknowledges that Brokers and their agents have not made
213 any representations, warranties, or agreements, express or implied regarding the condition or use of the
214 property, including but not limited to any representation that: (a) the basement, crawl space or slab area
215 do not incur seepage, leakage, dampness, or standing water; (b) the heating, cooling, plumbing, or
216 electrical system(s) or any built-in appliance is in good working condition or is completely functional; (c)
217 the roof is weather tight and/or structurally sound; (d) the structure is free from insect infestation, lead
218 paint, or lead paint hazards; (e) the water supply or septic system, if any, are not deficient in any respect;
219 or (f) radon gas, urea-formaldehyde foam or asbestos insulation, or any other toxic substance including
220 any toxic form of mold, is not present on the property. Buyer hereby acknowledges that any

Page 5 of 8

BUYERS INITIALS AND DATE

 <small>07/28/22 7:31 PM EDT dotloop verified</small>	 <small>07/28/22 7:24 PM EDT dotloop verified</small>
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RESIDENTIAL
PURCHASE AGREEMENT
AMENDED: JANUARY 2021

SELLER'S INITIALS AND DATE

 <small>07/27/22 6:15 AM EDT dotloop verified</small>

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PROPERTY ADDRESS: 4163 Melcher Ave, New Franklin, OH 44319

221 representation by Seller or the real estate agent(s) regarding the square footage of the rooms, structures
222 or lot dimensions, homeowner's fees, public and private assessments, utility bills, taxes and special
223 assessments are approximate and not guaranteed. Please list any and all verbal representations made
224 by Brokers or their agents that you relied upon purchasing this property (if none, write "none")

225 NONE

226 **DAMAGE:** If any building or other improvements are destroyed or damaged in excess of ten percent of
227 the purchase price prior to title transfer, Buyer may either a) accept the insurance proceeds for said
228 damage and complete this transaction or b) terminate this agreement and receive the return of all
229 deposits made. In that event, Seller and Buyer agree to sign a *mutual release*, with instruction to the
230 Broker or escrow agent, on disbursement of the earnest money on deposit (see line 258). If such damage
231 is less than ten percent of the purchase price, Seller shall restore the property to its prior condition and
232 Buyer agrees to complete the purchase of the Property.

233 **WALK-THROUGH CONTINGENCY:** Unless waived herein below, Buyer will be given an opportunity to
234 walk through the property on or about ___ day(s) prior to the date of title transfer solely for the purpose of
235 verifying that the property is in the same or similar condition, absent normal wear and tear, as at the time
236 of the execution of this Agreement. Buyer's failure to exercise this opportunity in the time period
237 described herein shall be deemed as acceptance of the property. Buyer acknowledges and agrees that
238 no issues may be raised at the time of the walk-through with respect to any condition of the property that
239 was in existence at the time of Buyer previously viewing the property or having been resolved and agreed
240 to in subsequent addendums to this Agreement. In the event that the walk-through evidences a material
241 adverse change in the condition of the property, the Buyer shall promptly notify the Seller and the escrow
242 agent in writing. Thereafter, the parties shall mutually agree, in writing to: (1) an amount to be held in
243 escrow from Seller's proceeds pending correction of the material adverse change; or (2) an amount to be
244 credited to Buyer through escrow at the time of title transfer; or (3) to have Seller, at Seller's expense,
245 correct the problem (material adverse change) specifically identified by Buyer prior to transfer or (4) void
246 this Agreement and the earnest money shall be returned to Buyer as stated in this Agreement.

247 **ADDENDA:** The additional terms and conditions in the attached addenda Agency Disclosure Form
248 Residential Property Disclosure VA FHA FHA Home Inspection Notice Secondary Offer
249 Condominium Short Sale House Sale Contingency House Sale Concurrency Lead Based Paint
250 (required if built before 1978) Homeowner's Association Affiliated Business Arrangements Disclosure
251 Statement Walk-Through Addendum Other Residential Property exemption Form instead of RPD.
252 are made part of this Agreement. **The terms and conditions of any addenda will supersede any**
253 **conflicting terms in the Purchase Agreement.**

254 This contract is subject to court approval and this sale is AS-IS, WHERE IS.
255 See "Condition at Closing As-Is Addendum" attached hereto and made a part hereof to be signed at
closing by buyer and acknowledged by seller. This offer subject to buyer's review and acceptance of
full title report. Seller to provide title report to buyer.

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EARNEST MONEY: In the event of a dispute between the Seller and Buyer regarding the disbursement of
the earnest money in the Broker's trust account or the escrow agent's account, the Broker/escrow agent
is required by Ohio law to maintain such funds in a trust account until the Broker or escrow agent
receives (a) written instructions signed by the parties specifying how the earnest money is to be
disbursed or (b) a final court order that specifies to whom the earnest money is to be rewarded. In all
events, at closing of the transaction, the Broker shall have the right to apply earnest money being held
by Broker or escrow agent against the real estate commission owed the Broker as a result of said

Page 6 of 8

BUYERS INITIALS AND DATE

RESIDENTIAL
PURCHASE AGREEMENT
AMENDED: JANUARY 2021

SELLER'S INITIALS AND DATE

dotloop signature verification: 07/28/22 7:33 PM EDT

PROPERTY ADDRESS: 4163 Melcher Ave, New Franklin, OH 44319

264 closing. If said earnest money exceeds the commission due Broker, the amount over the commission
265 due Broker shall be sent to the escrow agent or if requested by Seller, the total earnest money shall be
266 sent to the escrow agent.

267 **PHISHING SCAM:** Effective April 6, 2017, Ohio law requires that closing funds over the amount of
268 \$1,000.00 be electronically transferred to the closing/escrow agent. Buyers/Sellers are advised to
269 consult their lender and closing/escrow agent for wiring requirements in order to assure that funds are
270 received in a timely manner.


271 **IMPORTANT NOT** _____
272 wiring instructions in person via a telephone call to a trusted and verified phone number. NEVER wire
273 money without double-checking that the wiring instructions are correct.

274 **DURATION OF ACCEPTANCE OF OFFER:** This offer open for acceptance until: Date n/a, Time
275 _____ a.m./p.m. Either party has the right to rescind this offer in writing until acceptance. If not
276 accepted, all monies paid by Buyer shall be returned to Buyer upon demand.

277 **SELLER'S ACKNOWLEDGMENT OF RECEIPT OF OFFER:** By initialing here _____, Seller merely
278 acknowledges receipt of Buyer's offer contained herein. Buyer's offer shall not become a binding
279 agreement between the parties unless or until the parties mutually execute this Agreement below.

280 **BINDING AGREEMENT:** Upon written acceptance, then either written or verbal notice of such
281 acceptance to the last-offering party, this offer and any addenda listed above shall become a legally
282 binding agreement upon Buyer and Seller and their heirs, executors, administrators and assigns and
283 shall represent the entire understanding of the parties regarding this transaction. All counter-offers,
284 amendments, changes or deletions to this Agreement shall be in writing and be signed/initialed by both
285 Buyer and Seller. Facsimile and/or scan and e-mail signatures shall be deemed binding and valid. This
286 Agreement shall be used as escrow instructions subject to the Escrow Agent's usual conditions of
287 acceptance. If there is any conflict between the escrow's conditions of acceptance and this Agreement,
288 the terms of this Agreement shall prevail. For purposes of this Agreement, "days" shall be defined as
289 calendar days.

290 **This Agreement is a legally binding contract. If you have any questions of law, consult your attorney.**

291 **BUYER** Dean Beddow  Address _____

292 **Print Name** Dean Beddow

293 **BUYER** Mary K Beddow  Date _____ Phone _____

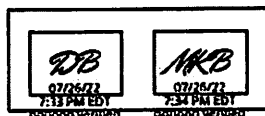
294 **Print Name** Mary K Beddow Email deanbeddow@gmail.com, krisbeddow@yahoo.com

295 **ACCEPTANCE:** Seller accepts the above offer and irrevocably instructs escrow agent to pay from Seller's
296 escrow funds a commission of \$ per MLS or _____ percent (____%) of
297 the purchase price to Pathway (Selling Broker)

298 _____ (Office) and \$ per listing plus _____ percent
299 (____%) of the purchase price to BHHS Professional Realty (Listing Broker)

300 Mason (Office)

BUYERS INITIALS AND DATE



RESIDENTIAL
PURCHASE AGREEMENT
AMENDED: JANUARY 2021

SELLER'S INITIALS AND DATE



dotloop signature verification: [unreadable]

PROPERTY ADDRESS: 4163 Melcher Ave, New Franklin, OH 44319

301 SELLER *Mark Draper Revisor for Real Services, LLC* Address _____

302 Print Name _____

303 SELLER _____ Date _____ Phone _____

304 Print Name _____ Email _____

305 Selling Agent Name, RE License Number, Team Leader Name (if applicable), Telephone, Email: Listing Agent Name, RE License Number, Team Leader Name (if applicable), Telephone, Email:

307 John "Skip" Dragoiu David Sarver

308 2007003747 0700200553

309 330-904-1679 2162140221

310 skipd@pathwayoh.com david@sarverteam.com

311 Selling Brokers Name, BR License Number, Telephone and Email: Listing Brokers Name, BR License Number Telephone and Email:

313 RE/MAX Pathway Berkshire Hathaway HomeServices Professional Realty

314 [Signature] _____

315 _____

316 _____

317 _____

BUYERS INITIALS AND DATE

[Signatures: DB, MKB] 07/26/22 7:31 AM EDT dotloop verified

RESIDENTIAL PURCHASE AGREEMENT AMENDED: JANUARY 2021

SELLER'S INITIALS AND DATE

[Signature: MDR] 07/27/22 5:15 AM EDT dotloop verified



Dean and Mary Beddow
351 Deepwood Drive
Wadsworth, OH 44281

Dear Dean and Mary,

Congratulations! We are pleased to inform you that you have been Pre-Qualified to purchase a home at a **purchase price of \$850,000**. This pre-qualification is for **CONVENTIONAL FINANCING with 20%+ down**.

This pre-qualification is valid for 90 days from this date of notification assuming that there are no changes in your financial status. Please remember that if you need more than 90 days to shop for a home simply give us a phone call and we can extend your commitment at no additional charge. Fairway Independent Mortgage reserves the right to make this qualification null and void. This pre-qualification should not be considered a commitment to lend until the following conditions are met:

- ❖ A satisfactory contract ratified on a property
- ❖ A satisfactory appraisal is accomplished on such property
- ❖ In cases where maximum financing is sought, determination that the purchased property is located in a market deemed acceptable for maximum financing based on continuously evolving industry models
- ❖ Selection of a mortgage program that causes your mortgage payment to fall within the pre-approval amount
- ❖ Your pre-qualification is subject to the conditions listed below being met by you before final settlement can occur

EMPLOYMENT/INCOME – Employment and income status must remain the same as the date of pre-qualification. Any reduction of income, change of position, loss of job or layoff may cause this pre-qualification to become null and void.

CREDIT – Credit status must remain the same as the date of original pre-qualification. Any change in credit status such as delinquent payments, increased payments/balances and/or the extension of additional credit may cause this pre-qualification to become null and void.

FUNDS TO CLOSE – At closing, sufficient and verifiable funds are required to satisfy down payment, closing costs, points, pre-paid items or any other associated costs without resorting to secondary financing. A reduction in the amount of funds verified may cause this pre-qualification to become null and void.

Kristin M. Smith, DE/SAR Underwriter 7/23/2022

Sincerely,
Kristin Smith
DE/SAR Underwriter and Licensed MLO
330-473-8290 Cell
330-639-0401 Fax

1840 Town Park Blvd, D • Uniontown, OH 44685
Phone: 330-473-8290 • Fax: 330-639-0401

Kristin.Smith@Fairwaymc.com MB: 218203

CONDITION AT CLOSING "AS-IS" ADDENDUM
(to be signed at closing and after removal of all contingencies)

Re: 4163 Melcher Ave New Franklin OH 44319

Buyer: Mary K. & Dean Beddow

Buyer hereby waives any and all inspection contingencies.

Buyer is aware that Seller is selling and Buyer is buying the property in an "AS-IS" CONDITION WITHOUT REPRESENTATION AND/OR WARRANTIES OF ANY KIND OR NATURE. Buyer acknowledges for Buyer and Buyer's successors, heirs and assignees, that Buyer has been given reasonable opportunity to inspect and investigate the property and all improvements thereon, including, but not limited to, electrical, plumbing, heating, air conditioning, sewage, septic, roof, foundation, soils and geology, lot size or suitability of the property and/or its improvements for particular purposes, or that any appliances if any, plumbing, and/or that the improvements are structurally sound and/or in compliance with any city, county, state and/or Federal statutes, codes or ordinances. The closing of this transaction shall constitute an acknowledgment by the Buyer that the PREMISES WERE ACCEPTED WITHOUT REPRESENTATION AND/OR WARRANTY OF ANY KIND OR NATURE AND IN AN "AS-IS" CONDITION BASED SOLELY ON BUYERS OWN INSPECTION.

X Dean Beddow dotloop verified 07/24/22 3:05 PM EDT J69B-KVY2-NFGZ-1C9L
Buyer ()
Date: _____

X Mary K Beddow dotloop verified 07/24/22 3:09 PM EDT 3TXN-XUA2-USU0-EQOP
Buyer ()
Date: _____

X _____
Seller ()
Date: _____

X _____
Seller ()
Date: _____

dotloop signature verification: 07/24/22 3:04 PM EDT PWNW-07XQ-1P0H-U10HG

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

(In Compliance with Federal Law)

TO: Mark Dottore
(Buyer, Seller or Borrower)

PROPERTY ADDRESS: 4163 Melcher Ave New Franklin OH 44319

FROM: David Sarver DATE: 07/14/2022
(Party making referral)

We are pleased to recommend that you arrange title and/or escrow closing services through ACT Title Agency, LLC and Chicago Title Company LLC. ACT Title Agency, LLC is a title insurance policy issuing agent of Chicago Title Insurance Company and contracts with Chicago Title Company LLC for certain settlement services. PLEASE NOTE that Medusa Property Preservation Inc. has a business relationship with ACT Title Agency, LLC and has an ownership of 14 interests in ACT Investors, LLC. ACT Investors, LLC has a 49% direct ownership interest in ACT Title Agency, LLC. Executive Title Agency Corp., a wholly owned subsidiary of Chicago Title has a 51% direct ownership interest in ACT Title Agency, LLC. Because of this relationship, this referral may provide Medusa Property Preservation Inc. a financial or other benefit.

Below are the estimated range of charges for settlement services:

<u>Amount of Title Insurance Coverage for Owners Policy</u>	<u>Premium per \$1,000 of Contract Sales Price</u>	<u>Closing (Escrow) Fee</u>	<u>Conveyance Fee (Transfer Tax)</u>
Up to \$150,000	\$5.75 / \$1,000	Closing fees range between \$175 and \$390 each to Purchaser and Seller depending on purchase price & county	\$3.00 - \$4.00 per \$1,000 Per Contract Sales Price (Rounded to the nearest \$100) Depending on county location of property
Over \$150,000 up to \$250,000	Flat fee of \$187.50 + \$4.50/\$1,000		
Over \$250,000 up to \$500,000	Flat fee of \$437.50 + \$3.50/\$1,000		
Over \$500,000 up to \$10,000,000	Flat fee of \$812.50 + \$2.75/\$1,000		
Over \$10,000,000	Flat fee of \$812.50 + \$2.25/\$1,000		
Minimum Charge	\$175		

Charges to Purchaser

½ of Owner's Title Insurance	per schedule above
Settlement / Escrow Fee	per schedule above
Title Insurance Binder	\$75
Lender's Coverage (simultaneous issue)	\$100
Special Tax Exam (if applicable)	\$60
Shipping/Handling Service Fee (if applicable)	\$50
Update Service Fee (if applicable)	\$50

Charges to Seller

½ of Owner's Title Insurance	per schedule above
Settlement / Escrow Fee	per schedule above
Title Examination (depending on county)	\$195 - \$375
Conveyance Fee (Transfer Tax)	per schedule above
Shipping/Handling Service Fee (if applicable)	\$50
Update Service Fee (if applicable)	\$50

Please Note: There may be additional charges depending on the particular needs of your transaction.

While we encourage you to use these companies, you are NOT required to use the listed provider as a condition for the purchase, sale, or refinance of the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Acknowledgment

I/we have read this disclosure form and understand that Medusa Property Preservation Inc. is /are referring me/us to purchase the above-described settlement service(s), and may receive a financial or other benefit as a result of this referral.

Signature: Mark Dottore Receiver for New Services, LLC dotloop verified 07/24/22 3:08 PM EDT Q6RN-W9UU-CG24-NOXJ Signature: Mary K Beddow

Signature: _____ Date: _____ Signature: Dean Beddow dotloop verified 07/24/22 3:04 PM EDT PWNW-07XQ-1P0H-U10HG

ACT REVISION: 201904

EXHIBIT B**Resource Title National Agency, Inc.
7100 East Pleasant Valley Road, 100, Independence, OH 44131****T: (216) 520-0050, F: (216) 520-1431**

LIEN REPORT TO: CUSTOMER
FILE NO: LS22-004
EFFECTIVE DATE: Pro Forma
TITLE VESTED IN: Mark E. Dottore, as Receiver for The AEM Services, LLC, an Ohio limited liability company
PROPERTY ADDRESS: 4163 Melcher Avenue, Akron, OH 44319

LIEN REPORT SUMMARY:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B Part I - Requirements are met.
2. Any facts, rights, interest, 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 persons in possession of the land.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title, including discrepancies, conflicts in boundary lines, shortages 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 the 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. The following exception will appear in any loan policy to be issued pursuant to this commitment: Oil and gas leases, pipeline agreements, or any other instrument related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.
8. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
9. Rights of tenants, if any, under any unrecorded leases.
10. Any rights, title, interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.
11. No liability is assumed by the Company for ascertaining the status of Utility Charges, and the insured is cautioned to obtain the current status of these payments.
12. Rights of upper, lower and abutting riparian land owners, the United States of America, State of Ohio, County of Summit, the public generally in and to the waters of West Reservoir and the uninterrupted flow thereof: (a). Free of pollution from the insured premises; (b). Subject to the use for navigation, commerce and fishery in any portion of the land comprising the bed or waters of said river including land which was

formerly the bed of that river and was created by fills, man-made jetties, bulkheads or artificial accretion and (c). Subject to the possibility of erosion, accretion or avulsion which may change boundaries as currently established.

13. The Company does not represent that any acreage or square footage calculations are correct and does not insure nor guarantee the reference to the land herein described. Reference to acreage or square footage is for identification purposes only.
14. Any rights, title, interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.
15. Taxes and assessments for the year 2022 and subsequent years, which are not yet due and payable.

2021 Tax Duplicate for Parcel Number 2600471;

The first installment tax in the amount of \$3,883.33, including current assessments, if any, is Delinquent. The second installment tax in the amount of \$3,783.33, including current assessments, if any, is Delinquent.

Assessed Values:

Land: \$29,230.00 Building: \$97,630.00 Total: \$126,860.00

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.

Said premises are liable for an assessment for 306999 M06 MUSKINGHAM WATERSHED-9999, of which \$3.00 has been included with the taxes for the first installment of the year 2021.

Said premises are liable for an assessment for 410000 RP04 RNTL REGISTRATION CHRG, of which \$100.00 has been included with the taxes for the first installment of the year 2021.

Said premises are liable for an assessment for 306999 M06 MUSKINGHAM WATERSHED-9999, of which \$3.00 has been included with the taxes for the second installment of the year 2021.

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

16. Open End Mortgage from The AEM Services, LLC, an Ohio Limited Liability Company to FTF Lending, LLC, a Delaware Limited Liability Company in the amount of \$525,000.00 dated March 19, 2021 and recorded on March 22, 2021 in Instrument No. 56624303, in the County Recorder's Office.
 - (a). In the event any lien to be paid, satisfied and released of record is an Equity Line or Future Advance Mortgage, we require a written payoff request authorized and signed by the mortgagor to the lender requesting the payoff amount and instructing the lender, upon receipt of the request, to freeze the account, make no further advances and to record a discharge of mortgage upon receipt of payoff funds.
 - (b). Prior to or at closing, submit an affidavit by seller attesting that seller has made no withdrawals by check, draft, electronic transfer or otherwise that would increase the balance due since the provision of a payoff amount for the account.

17. Judgment Lien in favor of Walter F. Senk, against AEM Services, LLC and Mark Dente, in the original amount of \$337,012.60 filed on May 13, 2022, in Case Number JL-2022-5014, in the Clerk of Court Records.
18. Judgment Lien in favor of Walter F. Senk, against AEM Services, LLC and Mark Dente, in the original amount of \$162,820.00 filed on May 13, 2022, in Case Number JL-2022-5015, in the Clerk of Court Records.
19. Judgment Lien in favor of Elliot Melis, against Mark Dente and AEM Services LLC, in the original amount of \$675,000.00 filed on May 16, 2022, in Case Number JL-2022-5016, in the Clerk of Court Records.
20. Judgment Lien in favor of Jeffrey Wallace, against AEM Services, LLC and Mark Dente, in the original amount of \$565,635.00 filed on May 17, 2022, in Case Number JL-2022-5019, in the Clerk of Court Records.
21. Judgment Lien in favor of Darrel Seibert II, against The AEM Services, LLC and Mark Dente, in the original amount of \$4,896,860.00 filed on May 23, 2022, in Case Number JL-2022-5477, in the Clerk of Court Records.
22. Judgment Lien in favor of Walter F. Senk, against The AEM Services LLC and Mark Dente, in the original amount of \$841,240.00 filed on June 1, 2022, in Case Number JL-2022-5719, in the Clerk of Court Records.
23. Judgment Lien in favor of James C. Miller, against The AEM Services, LLC and Mark Dente, in the original amount of \$887,875.00 filed on June 7, 2022, in Case Number JL-2022-5789, in the Clerk of Court Records.
24. Judgment Lien in favor of Robert Novacek, against The AEM Services, LLC and Mark Dente, in the original amount of \$790,215.00 filed on June 7, 2022, in Case Number JL-2022-5790, in the Clerk of Court Records.
25. Judgment Lien in favor of Ali Aljibouri, against Mark Dente and The AEM Services, LLC, in the original amount of \$632,753.00 filed on June 9, 2022, in Case Number JL-2022-5949, in the Clerk of Court Records.
26. Judgment Lien in favor of Laura Seibert, against Mark Dente and The AEM Services, LLC, in the original amount of \$1,673,503.00 filed on June 14, 2022, in Case Number JL-2022-5953, in the Clerk of Court Records.
27. Judgment Lien in favor of SP Investment Services, LLC, against The AEM Services, LLC and Mark Dente, in the original amount of \$11,168,838.00 filed on June 15, 2022, in Case Number JL-2022-5957, in the Clerk of Court Records.
28. Judgment Lien in favor of Kyle Arganbright et al., against The AEM Services, LLC and Mark Dente, in the original amount of \$14,107,607.00 filed on June 15, 2022, in Case Number JL-2022-6003, in the Clerk of Court Records.
29. Judgment Lien in favor of Christopher Longo, against The AEM Services, LLC and Mark Dente, in the original amount of \$3,162,500.00 filed on June 16, 2022, in Case Number JL-2022-6005, in the Clerk of Court Records.
30. Judgment Lien in favor of Laura Seibert Trustee of the John M. and Joyce Hammontree Irrevocable Trust, against Mark Dente and The AEM Services LLC, in the original amount of \$85,100.00 filed on June 23, 2022, in Case Number JL-2022-6291, in the Clerk of Court Records.
31. Judgment Lien in favor of Benjamin Petitti, against The AEM Services, LLC and Mark Dente, in the original amount of \$739,750.00 filed on June 24, 2022, in Case Number JL-2022-6293, in the Clerk of Court Records.

32. UCC Financing Statement filed against FTF Lending, LLC, in favor of The AEM Services, LLC, recorded on May 31, 2019 in Instrument No. 56467401, in the County Recorder's Office.

33. UCC Financing Statement filed against FTF Lending, LLC, in favor of The AEM Services, LLC, recorded on March 22, 2021 in Instrument No. 56624304, in the County Recorder's Office.

34. 24 MONTH CHAIN OF TITLE:

Notice of Claim of Mark E. Dottore, Receiver from The AEM Services, LLC to Mark E. Dottore, recorded July 15, 2022, as Instrument No. 56753583 in the office of the Recorder of Summit County, Ohio.

Trustees Deed from Stephen W. Markel, Trustee of the Helen M. Markel Trust, otherwise and more fully known as The Helen M. Markel Revocable Trust dated February 7, 1991 and as amended and restated September 21, 2006 to The AEM Services, LLC, an Ohio limited liability company, recorded May 31, 2019, as Instrument No. 56467399 in the office of the Recorder of Summit County, Ohio.

Thank you for this opportunity to be of service,

Resource Title National Agency, Inc.

By: _____

July 26, 2022

The information provided on this report is deemed to be reliable, but cannot be guaranteed without the benefit of a complete title examination.

**EXHIBIT C
PROPOSED ORDER**

**IN THE COURT OF COMMON PLEAS
SUMMIT COUNTY, OHIO**

CHRISTOPHER LONGO,)	CASE NO. CV-2022-05-1754
)	
Plaintiff,)	JUDGE PATRICIA A.
)	COSGROVE
v.)	
)	
THE AEM SERVICES, LLC, et. al.,)	
)	
Defendants.)	

**ORDER GRANTING MOTION/APPLICATION OF MARK E. DOTTORE,
RECEIVER OF THE AEM SERVICES, LLC, FOR AN ORDER
AUTHORIZING THE SALE OF REAL PROPERTY FREE AND CLEAR OF
ALL LIENS, ENCUMBRANCES, CLAIMS, AND OTHER INTERESTS AND
TRANSFERRING INTERESTS TO THE PROCEEDS OF SALE PENDING
FURTHER DISPOSITION OF THE COURT**

4163 MELCHER AVE., AKRON, OHIO 44319, PPN 2600471

This matter is before the Court on the Motion of Mark E. Dottore, Receiver (the “Receiver”) of The AEM Services, LLC (the “Receivership Entity”) for an Order Authorizing the Sale of Real Property Free and Clear of All Liens, Encumbrances, Claims, and Other Interests and Transferring Interests to the Proceeds of Sale (the “Sale Motion”). The Sale Motion seeks the entry of an Order: (i) authorizing the sale of the real property located at 4163 Melcher Ave., Akron, Ohio 44319, (PPN 2600471) (the “Property”) to Dean Beddow and Mary K. Beddow or an assignee identified by them (the “Buyers”) consistent with the terms of a Residential Purchase Agreement (the “Purchase Agreement”) which was attached to the Sale Motion and incorporated therein; (ii) determining and directing that the

sale of the Property is free and clear of all mortgages, pledges, security interests, liens, encumbrances, claims, charges, and any other interests of any kind or type whatsoever (the “**Encumbrances and Interests**”); (iii) authorizing the Receiver to pay certain expenses of the sale out of the proceeds derived from the sale transaction (the “**Sale Proceeds**”); and (iv) granting such other and further relief as is warranted in the circumstances.

In support of the Sale Motion, the Receiver filed An updated Preliminary Judicial Report and a Certificate of Service, showing notice to holders of Encumbrances and Interests (“**Interest Holders**”) and to other Parties in Interest.

Those Interest Holders who accepted email service of the Sale Motion are as follows:

[DETAILS TO BE ADDED]

Those Interest Holders who were served via certified U.S. mail are as follows:

[DETAILS TO BE ADDED]

Parties in Interest who were serviced via email only are as follows:

[DETAILS TO BE ADDED]

No objections to the Sale Motion have been filed. Accordingly, the Court having reviewed the Sale Motion, the Purchase Agreement, the Preliminary Judicial Report and the Receiver’s Certificate of Service and having considered the representations made therein and other statements of parties with respect to the proposed sale of the Property pursuant to the terms and conditions of the Purchase Agreement (the “**Sale**”),

IT IS HEREBY FOUND AND DETERMINED THAT:

- A. All capitalized terms not defined herein shall have the same meaning as set forth in the Sale Motion; and
- B. This Court has jurisdiction to hear and determine the Sale Motion; and
- C. Notice of the Sale of the Property was provided to all persons identified in the Certificate of Service as having an interest in the Sale or the Property; and
- D. Proper, timely, adequate, and sufficient notice of the Sale Motion and the proposed Sale has been provided to all Interest Holders and all other interested parties; and
- E. This Court has the authority to approve a Sale of the Property free and clear of all Encumbrances and Interests, and to transfer the Encumbrances and Interests to the proceeds derived from the Sale; and
- F. Those holders of any Encumbrances and Interests in the Property who did not object to the Sale Motion are deemed to have consented to the Sale; and
- G. Those holders of any Encumbrances and Interests in the Property who accepted service of the Sale Motion via email who did not file an objection to the Sale Motion are deemed to have consented to it; and
- H. The Receiver has demonstrated that approval of the Sale Motion and consummation of the Sale is in the best interests of the Receivership Estate and its creditors. The Receiver has advanced good and sufficient business justification supporting the sale of the Property as set forth in the Sale Motion, and it is a reasonable exercise of the Receiver's business judgment to consummate a sale of the

Property on the terms and conditions set forth in the Purchase Agreement, and to execute, deliver and perform its obligations thereunder. Sound business judgment includes, but is not limited to, the fact that there is a risk of immediate and irreparable loss of value of the Property if the Sale is not consummated and the consummation of the transaction contemplated under the Purchase Agreement presents the best opportunity to realize the value of the Property to avoid further decline and devaluation thereof; the sale is at arm's length; and the Receiver has exercised reasonable diligence and good faith judgment; and

I. The purchase price to be paid is the highest and best offer received for the Property. It represents the highest in terms of money offered for the Property and allows the Receiver the best opportunity to liquidate the remaining assets of the Receivership Estate for the benefit of the creditors of the estate. The sale is consistent with good business judgment; and

J. The consideration to be paid for the Sale constitutes adequate and fair value for the Property and the terms and conditions of the Purchase Agreement are fair and reasonable under the laws of the State of Ohio, including Ohio Revised Code § 2735.04(D).

K. The Sale was non-collusive, fair and reasonable and conducted in good faith. The Receiver does not have an interest in the either of the Buyers or any party affiliated with the Buyer.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The Sale of the Property is approved and authorized on terms consistent with those in the Purchase Agreement.
2. Any objections to the Sale Motion or the relief requested therein that have not been withdrawn, waived or settled, and all reservations of rights included therein, are overruled on the merits.
3. The Receiver is hereby authorized and directed to fully perform under and consummate the Sale under the Purchase Agreement, to implement the Purchase Agreement and to take all further actions as may reasonably be requested for the purpose of transferring, granting, conveying or conferring the Property.
4. As of the closing of the Sale of the Property, the transfer of the Property to the Buyer shall be a legal, valid, enforceable, and effective transfer of the Property, and shall vest the Buyers with all right, title, and interest in the Property free and clear of all Encumbrances and Interests.
5. Except as may be expressly permitted by the contemplated Purchase Agreement, all persons and entities holding Encumbrances and Interests, including any party asserting an Encumbrance or Interest in the Property, are hereby barred from asserting such Encumbrances and Interests against the Buyers, their successors or assigns, or the Property.
6. Proper, timely, adequate, and sufficient notice of the proposed Sale has been provided and no other or further notice is required.
7. The foregoing notwithstanding, the provision of this Order authorizing the Sale of the Property free and clear of all Encumbrances and Interests shall be

self-executing, and notwithstanding the failure of the Receiver, the Buyers or any other party to execute, file or obtain releases, discharges, termination statements, assignments, consents or other instruments to effectuate, consummate and/or implement the provisions hereof or the contemplated Purchase Agreement with respect to the Sale of the Property, any and all Encumbrances and Interests on such Property shall be deemed released and shall attach to the proceeds of the Sale;

8. This Order shall be binding upon and govern the acts of all persons and entities, including without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state and local officials, and all other persons or entities who may be required by operation of law, the duties of their office or contract to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report to or insure title or state of title in or to any of the Property.

9. From and after entry of this Order, before the closing of the Sale, no creditor or other party in interest shall assert any Encumbrances and Interests or take any legal or other actions relating to the Property against Buyers, its principals or the Property.

10. The Receiver is hereby authorized to execute such other documents as are necessary or desirable to implement this Order.

11. This Court shall retain jurisdiction (i) to enforce and implement the terms and provisions of the Purchase Agreement, any waivers and/or consents

thereunder and any other agreements executed in connection therewith, (ii) to resolve any disputes arising under or related to the Purchase Agreement, except as otherwise provided therein, and (iii) to interpret, implement and enforce the provisions of this Order.

12. This Order is a final Order and there is no just reason for delay.

IT IS SO ORDERED.

Date: _____

JUDGE PATRICIA A. COSGROVE

Prepared by:

/s/ Mary K. Whitmer

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