

AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF _____

I/WE HEREBY CERTIFY THAT NO CHECKS HAVE BEEN WRITTEN
SUBSEQUENT TO THE REQUEST FOR CANCELLATION OF THE LINE OF
CREDIT AND THE PAYOFF REGARDING MY/OUR MORTGAGE WITH
_____ DATED ____ / ____ / ____ AND
RECORDED ____ / ____ / ____ IN MB _____, PAGE _____ IN THE
AMOUNT OF \$ _____ .

SWORN TO AND SUBSCRIBED before me
this _____ day of _____, 20____ .

NOTARY PUBLIC

My Commission Expires _____

ARBITRATION AGREEMENT

The undersigned has consented and agreed to engage and retain, Diversified Settlement Services, Inc, to provide closing and title insurance services for the purchase or refinance of real estate located at:

The undersigned agrees that all disputes between the undersigned and Diversified Settlement Services, Inc that relate to or arise from closing services or title insurance services performed by Diversified Settlement Services, Inc. on behalf of the undersigned shall be resolved by private binding arbitration in accordance with the procedures set forth herein. Any arbitration shall be resolved by the decision of a single arbitrator selected and agreed upon by all parties to the controversy. If the parties cannot agree on an arbitrator, one shall be appointed by the JAMS/ENDISPUTE pursuant to its rules and regulations as they then exist. Every controversy submitted to arbitration shall be dealt with and disposed of pursuant to the rules of JAMS/ENDISPUTE and every award or determination therein shall be final and binding upon all of the parties. There shall be no appeal from such award or determination and judgment thereon may be entered in any court of competent jurisdiction, and the losing party shall pay the costs related to executing such judgment.

DIVERSIFIED SETTLEMENT SERVICES, INC.

1206 New Rodgers Road
BRISTOL, PA 19007

Telephone: 215-781-1900 Fax: 215-781-6340

AS INDUCEMENT FOR **DIVERSIFIED SETTLEMENT SERVICES, INC** TO FACILITATE THE CLOSING AND SETTLEMENT OF THE SUBJECT LOAN TODAY _____ AND TO ISSUE A TITLE INSURANCE POLICY, PROPERTY OPINION OR PROPERTY REPORT TO THE LENDER, BORROWERS DO HEREBY ACKNOWLEDGE AND CERTIFY THE FOLLOWING:

(1) PAYOFF SHORTAGES:

_____ INITIAL(S) BORROWERS ACKNOWLEDGE THAT THE LOAN PAYOFF AND OTHER DISBURSEMENTS OUTLINED IN THE SETTLEMENT STATEMENT ARE BASED ON PAYOFF INFORMATION SUPPLIED TO **DIVERSIFIED SETTLEMENT SERVICES, INC** FROM VARIOUS SOURCES (INCLUDING BUT NOT LIMITED TO LENDERS AND THEIR AGENTS, CREDITORS, TAX COLLECTORS, COUNTY AND STATE AUTHORITIES). THESE FIGURES ARE BASED ON THE BEST INFORMATION CURRENTLY AVAILABLE.

IN THE EVENT THESE DISBURSEMENT FIGURES ARE INCORRECT, BORROWER(S) UNDERSTAND AND AGREE THAT ANY SUCH DISCREPANCY SHALL BE IMMEDIATELY RECONCILED BETWEEN THE BORROWER AND THE BORROWER'S CREDITORS DIRECTLY. IN THE EVENT OF A PAYOFF OR OTHER DISBURSEMENT SHORTAGE, BORROWERS AGREE TO ACKNOWLEDGE AND ASSUME ALL LIABILITY FOR SUCH SHORTAGE FROM ANY NET PROCEEDS DUE TO BORROWER PURSUANT TO THE SETTLEMENT STATEMENT. BORROWER(S) ASSUME AND AGREE TO BE RESPONSIBLE FOR ANY SUCH SHORTAGE AND TO PRESENT PAYMENT OF SUCH SHORTAGE IMMEDIATELY UPON NOTIFICATION.

(2) HOLD HARMLESS:

_____ INITIAL(S) BORROWER(S) ACKNOWLEDGE THAT SUCH DEBTS ARE BORROWER'S RESPONSIBILITY AND HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS **DIVERSIFIED SETTLEMENT SERVICES, INC** FROM ALL CLAIMS, LOSS, DAMAGE, OR RESPONSIBILITY OF ANY KIND OR NATURE ARISING OUT OF DISBURSEMENT SHORTAGES DUE TO INCORRECT OR INCOMPLETE PAYOFF INFORMATION FROM CREDITORS. IN THE EVENT **DIVERSIFIED SETTLEMENT SERVICES, INC** FINDS IT NECESSARY TO RETAIN THE SERVICES OF AN ATTORNEY TO COLLECT SHORTAGES FROM THE UNDERSIGNED, IT IS HEREBY AGREED AND UNDERSTOOD THAT THE BORROWERS WILL BE SOLELY RESPONSIBLE FOR PAYING ANY & ALL ATTORNEY FEES.

(3) COMPLIANCE AGREEMENT:

_____ INITIAL(S) IN THE EVENT OF ANY CHANGE IN DISBURSEMENTS DUE TO CORRECTIVE INFORMATION FOR CREDITORS, THE UNDERSIGNED AGREES TO RE-EXECUTE ANY DOCUMENTS ASSOCIATED WITH THE SUBJECT LOAN, INCLUDING BUT NOT LIMITED TO THE SETTLEMENT STATEMENT. FURTHERMORE, UPON NOTIFICATION FROM **DIVERSIFIED SETTLEMENT SERVICES, INC** THE UNDERSIGNED AGREES TO FULLY AND PROMPTLY COOPERATE BY SIGNING ANY ADDITIONAL LOST OR CORRECTIVE DOCUMENTS DEEMED NECESSARY BY **DIVERSIFIED SETTLEMENT SERVICES, INC**, TO PROCESS THE LOAN SETTLEMENT AND DISBURSEMENT IN FULL COMPLIANCE WITH THE LENDER'S INSTRUCTIONS, **DIVERSIFIED SETTLEMENT SERVICES, INC** CORPORATE POLICY, AND/OR STATE AND FEDERAL LAW.

(4) RIGHT TO REPRESENTATION:

_____ INITIAL(S) I/WE THE UNDERSIGNED BORROWER(S), HAVE BEEN ADVISED OF OUR RIGHT TO BE REPRESENTED BY AN ATTORNEY OF OUR CHOOSING, AT THE TIME OF THIS MORTGAGE LOAN CLOSING. I/WE UNDERSTAND THAT WE MAY ADJOURN THIS CLOSING TO ANOTHER DATE TO HAVE OUR ATTORNEY PRESENT AND THAT I/WE MAY ADJOURN THIS CLOSING WITHOUT COST OR PENALTY. I/WE FURTHER UNDERSTAND THAT IF WE DO NOT ADJOURN THIS CLOSING, THAT WE HAVE THE RIGHT TO HAVE OUR ATTORNEY REVIEW THE DOCUMENTS THAT I/WE HAVE EXECUTED TODAY AND ADVISE US WHETHER TO CANCEL THIS TRANSACTION DURING THE RECISION PERIOD.

AGREED, UNDERSTOOD, AND ACKNOWLEDGED BY THE UNDERSIGNED:

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____

NOTARY PUBLIC

Date: _____

Paying-Off Credit Cards

Dear Borrower(s):

As a condition of making the mortgage loan with you, your Lender has required that certain credit cards be paid. Because of the difficulty that DSS has had in obtaining proper credit card addresses, DSS will send directly to you the checks, payable to the credit card companies, that are required to be paid at closing.

By signing this form, you agree to forward the checks to the proper credit card companies immediately upon your receipt. **If you do not do so, you understand that you will be in violation of the Lender's Closing Instructions and your Lender may call your loan.**

I understand and agree to forward the checks to the credit car companies.

NOTICE REGARDING COMPUTATION OF CERTAIN CLOSING CHARGES

This is to notify you that some of our fees, including our fees for courier services and overnight delivery services, are fixed standard charge fees based on the average and expected cost that we will eventually be charged by third party vendors and/or in many cases additional services that we may have to perform ourselves over and above what may be done by a third party vendor. Thus, it is possible that the actual charge for certain fees that we are assessing you and that you are paying may be higher or lower than our cost of providing those services.

By signing below, you acknowledge your understanding of these circumstances and agree to pay the fees assessed on this basis. If you have questions about our fees, please feel free to inquire further.

STATE OF _____
COUNTY OF _____

AFFIDAVIT OF NO JUDGMENT

I/WE, _____, BEING DULY SWORN ACCORDING TO LAW, UPON MY/OUR OATH, DEPOSE(S) AND SAY(S) THAT I/WE HAVE EXAMINED THE ATTACHED SCHEDULE OF JUDGMENTS AGAINST THE NAMES OF ATTACHED. THESE JUDGMENTS ARE NOT AGAINST ME/US, BUT ARE AGAINST A PERSON OR PERSONS HAVING THE SAME OR SIMILAR NAME(S).

I/WE FULLY UNDERSTAND THAT IF ANY INFORMATION COMES INTO THE POSSESSION OF DIVERSIFIED SETTLEMENT SERVICES, INC., THAT THE STATEMENTS MADE IN THIS AFFIDAVIT ARE UNTRUE, THEN I/WE AGREE TO INDEMNIFY AND HOLD HARMLESS DIVERSIFIED SETTLEMENT SERVICES, INC., AND ITS UNDERWRITER FROM ANY AND ALL CLAIMS AND/OR ACTIONS RESULTING FROM PERSONS KNOWN OR UNKNOWN AT THE TIME OF THIS SETTLEMENT.

SWORN TO AND SUBSCRIBED
TO ME BEFORE THIS _____ DAY
OF _____, 20____

NOTARY PUBLIC

**PRIVATE POLICY NOTICE
FOR
UNITED GENERAL TITLE INSURANCE COMPANY,
FIDELITY NATIONAL TITLE INSURANCE COMPANY
AND
DIVERSIFIED SETTLEMENT SERVICES, INC.**

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach Biley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy polices and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of United General National Title Insurance Company, Fidelity National Title Insurance Company and DIVERSIFIED SETTLEMENT SERVICES, INC..

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or on other forms.**
- Information about your transactions we secure from our files, or from [our affiliates or] others.**
- Information we receive from a consumer reporting agency.**
- Information that we receive from others involved in your transaction, such as real estate agent or lender.**

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we have collected about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our consumers or former consumers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.**
- Non-financial companies such as envelope stuffers and other fulfillment service providers.**

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard our nonpublic personal information.

We appreciate this opportunity to be of service to you.

IDENTIFICATION CERTIFICATION

SIGNING AGENT/NOTARY

In accordance with the USA Patriot Act Section 326 you are required to confirm each Borrower’s identity at closing with an original, **unexpired** government-issued identification bearing the borrower’s photo. Acceptable forms of identification include:

State Issued Driver’s License

Passport

Green Card

Alien Identification Card

Other Government-Issued ID bearing a photo of the borrower

You are required to return a copy of the ID used with the closing package.

If the borrowers provide a copy of the ID at closing you are required to verify with the original document.

You must complete this form and return with the closing package.

If no ID is provided at closing, you must NOT proceed with the closing.

DATE: _____

Borrower/Signer #1: _____

Driver’s License Number: _____

Other Document: _____

Issue Date: _____

Expiration Date: _____

Date of Birth: _____

Borrower/Signer #2: _____

Driver’s License Number: _____

Other Document: _____

Issue Date: _____

Expiration Date: _____

Date of Birth: _____

Borrower/Signer #3: _____

Driver’s License Number: _____

Other Document: _____

Issue Date: _____

Expiration Date: _____

Date of Birth: _____

Borrower/Signer #4: _____

Driver’s License Number: _____

Other Document: _____

Issue Date: _____

Expiration Date: _____

Date of Birth: _____

I, the undersigned notary public, hereby certify that on _____ day of _____, 20____, I have examined the Identification Documents presented at closing by the borrowers/signers listed above. Said documents appear to be genuine and the photographs on the documents appear to be the individuals named above.

Signature of Notary Public

CREDIT LINE CLOSE OUT LETTER

Date: _____

Lender: _____

RE: Line of Credit

Borrower: _____

Address: _____

Acct. #: _____

To Whom It May Concern:

With regard to the above referenced Line of Credit, please be advised that we are paying this loan in full and that we hereby wish to have the account CLOSED and the following mortgage satisfied of public record in the appropriate County Courthouse:

Mortgage to _____ dated / / and
Recorded / / in Mortgage Book _____, page _____
securing \$ _____.

Thank you for your cooperation in this matter.

**LIMITED POWER OF ATTORNEY FOR CORRECTING
TYPOGRAPHICAL ERRORS**

The undersigned Purchaser/Borrower and/or Seller, for and in consideration of closing the loan/transaction on property described as _____
appoint DIVERSIFIED SETTLEMENT SERVICES, INC. as their attorney-in-fact to correct any **TYPOGRAPHICAL ERRORS**, place our initials on documents where changes are made and/or sign our names to and acknowledge any modification or other documents correcting the typographical error. In the event this procedure is utilized, the party (ies) involved shall receive a corrected copy of the changed document.

This power of attorney shall be irrevocable until the loan is satisfied and shall survive the disability of the undersigned.

AS WITNESS our execution hereof this _____ day of _____, **20**_____.

PURCHASER/BORROWER

SELLER

STATE OF _____
COUNTY OF _____ to wit:

Subscribed and sworn to before me this _____ day of _____, **20**_____

Notary Public

My Commission Expires: _____

NAME AFFIDAVIT

STATE OF _____

On this day before me, the undersigned authority authorized to administer oaths, personally appeared

who, after being duly sworn, did depose and say that _____ and

are one and the same person, and is the same person who is a party to the settlement occurring on or about _____, on property located at _____, and is not known by any other name undisclosed which would adversely affect the interests of the other parties to said settlement.

Sworn to and subscribed before me on _____.

Notary Public
My commission expires _____

NAME AFFIDAVIT

STATE OF _____

On this day before me, the undersigned authority authorized to administer oaths, personally appeared

who, after being duly sworn, did depose and say that _____ and

are one and the same person, and is the same person who is a party to the settlement occurring on or about _____, on property located at _____, and is not known by any other name undisclosed which would adversely affect the interests of the other parties to said settlement.

Sworn to and subscribed before me on _____.

Notary Public
My commission expires _____

**NOTICE TO CONSUMER
RESIDENTIAL MORTGAGE
LOAN OF \$75,000.00 OR LESS**

Agent/Agency Name: Diversified Settlement Services, Inc

File Number: _____

Property Address: _____

Dear Consumer/Mortgagee(s)

Pursuant to the law of the State of Ohio, this title insurance agent/agency must advise you of the following:

Ohio Revised Code Section 3953.35 (A) provides that "No title insurance agent shall do any of the following in connection with a mortgage loan of seventy-five thousand dollars or less:

- (1) Knowingly coerce or wrongfully instruct the consumer to enter into the loan;
- (2) Knowingly fail to disclose to the consumer that the consumer does not have to close on the loan;
- (3) Knowingly make a material misrepresentation to the consumer regarding the terms of the loan."

I (We), the undersigned mortgagor(s)/borrowers, acknowledge that I (We) have received a copy of this Notice on _____, 200__ and further acknowledge that he/she/they have been notified that he/she/they do not have to close on this loan, although if a purchase contract is involved in this transaction, the contract may create other obligations on the part of the mortgagee(s), and further acknowledge that he/she/they understand the terms and conditions of the mortgage and the promissory note and, further, have not been coerced into closing on this loan by this title insurance agent/agency or any of its employees. You may want to consult with an attorney to determine all of your rights and obligations with respect to the terms of the note and the mortgage.

**NOTICE OF AVAILABILITY AND OFFER
OF CLOSING PROTECTION COVERAGE**

- Seller: _____
- Buyer: _____
- Borrower: _____
- Lender: _____

Re: Licensed Agent: Diversified Settlement Services, Inc
 Premises: _____
 Commitment/File No.: _____

Notice of Availability of Closing Protection Coverage

Pursuant to Ohio Revised Code Section 3953.32, you are hereby notified of the availability of Closing Protection Coverage in connection with the above-referenced transaction for the premium stated in the Offer of Closing Protection Coverage outlined below.

Closing or settlement of a real estate and/or mortgage loan transaction can be characterized as having two components. One component pertains to the title to the Premises and the title insurance policy therefor. The other component pertains to the handling of funds and documents by the Licensed Agent. A title insurance policy **does not** cover losses due to the mishandling of funds or documents by the Licensed Agent. However, Closing Protection Coverage, as outlined below, **does** provide such protection.

Description of Coverage: The Closing Protection Coverage indemnifies you against the loss of settlement funds resulting from any of the following acts of the Licensed Agent or anyone acting on behalf of the Licensed Agent, subject to certain conditions and exclusions specified in the Closing Protection Coverage Form:

- (1) Theft, misappropriation, fraud, or any other failure to properly disburse settlement, closing or escrow funds; and
- (2) Failure to comply with any applicable written closing instructions, when agreed to by the Licensed Agent.

You are covered by a Closing Protection Coverage Form only if it is specifically addressed to you. A copy of the Closing Protection Coverage Form is available upon request.

I (We), the undersigned, hereby acknowledge receipt of this Notice of Availability of Closing Protection Coverage.

Signed: _____ Signed: _____

Printed Name: _____ Printed Name: _____

Offer of Closing Protection Coverage

Pursuant to Ohio Revised Code Section 3953.32, you are hereby offered Closing Protection Coverage in connection with the above-referenced transaction.

Premium Cost: The premium cost for the Closing Protection Coverage is \$35.00 for Lender; \$50.00 for Seller; \$15.00 for Buyer/Borrower; and \$15.00 for any other applicant for title insurance, and in no case shall the premium cost be less than \$35.00 for this coverage in any transaction.

Acceptance of Offer/Declination of Offer

I (We), the undersigned, acknowledge receipt of this Offer of Closing Protection Coverage and **do** _____/ **do not** _____ accept the said Offer. If this Offer is accepted, the undersigned hereby agrees to pay the applicable premium.

Signed: _____ Signed: _____

Printed Name: _____ Printed Name: _____



Fidelity National Title[®] Insurance Company

State of Ohio

File No: _____

Before me, the undersigned authority, personally appeared _____, who, being duly sworn to law, depose(s) and say(s) as follows (as used in this Affidavit, the term "Affiant" shall include all parties executing this Affidavit):

1. That Affiant(s) is/are the owner(s) of, and
 - a. Has/Have agreed to seller to _____ or
 - b. Will execute a mortgage to _____ encumbering, the following described property situated in the State of Ohio.
2. That Affiant(s) has been in full, continuous, open, exclusive, peaceable and undisputed possession of said property since the time of vesting of title to said property in Affiant(s); that there are no parties who have any interest or right to claim an interest in said property other than Affiant(s); and that there are no facts known to Affiant(s) which could give rise to a claim being asserted against said property, except:
3. That, other than as shown in Item 1, Affiant(s) has/have not entered into any agreement, contract, commitment or option for the sale, lease or mortgage of the property, or any agreement, contract, commitment or option which otherwise affects said property, except:
4. That there are no taxes, liens or assessments which are due or about to become due or which have attached or could attach to said property, except:
5. That Affiant(s) is/a/citizen(s) of the United States, of legal age, under no legal disabilities and has never been known by any other name than as shown above.
6. Marital status (check appropriate box);
 - a. That Affiant(s) is/are married, Has/Have been continuously married during the entire term of the ownership of said property, Has/Have never been divorced and has/have not entered into any separation agreement or property settlement agreement.
 - b. That Affiant(s) is/are not married and has/have never been married during the time of ownership of said property.
7. That, if title to said property is held by a corporation, partnership or trust, such corporation, partnership or trust is in good standing under all applicable laws and the contemplated sale or mortgage of said property by said corporation, partnership or trust is pursuant to proper authority.
8. That there are no actions or proceedings now pending in any State or Federal Court to which the Affiant(s) is/are a party including, but not limited to, proceedings in bankruptcy, receivership or insolvency, except:
9. That there are no judgments, mortgages, encumbrances or liens of any nature affecting said property, except:
10. That, there have been no improvements, repairs, additions or alterations performed upon said property within the past _____ days. That Affiant(s) has/have not entered into any agreement or contract with any party for the furnishing of any labor, services or material in connection with any improvements, repairs, additions or alterations within the referenced time period and that there are no parties who have any claim or right to a lien for services, labor or material in connection with any improvements, repairs, additions or alterations to said property.
11. That, to the knowledge of Affiant(s), the commitment of Fidelity National Title Insurance Company under No, _____ correctly and accurately reflects the status of the title to said property.

Affiant(s) recognize(s) that Fidelity National Title Insurance Company will rely on the statements in this Affidavit and Affiant(s) make(s) this Affidavit for the purpose of inducing Fidelity National Title Insurance Company to issue its policy or policies of title insurance in the above referenced transaction.

SWORN TO AND SUBSCRIBED before
me, this _____ day of _____.

Notary Public

My commission expires: _____

NOTE: IF THIS AFFIDAVIT DOES NOT PROVIDE SUFFICIENT SPACE TO COMPLETE ANY OF THE ABOVE ITEMS, SAID ITEMS SHOULD BE SET FORTH IN THEIR ENTIRETY ON A SCHEDULE WHICH IS ATTACHED TO THIS AFFIDAVIT AND WHICH IS INITIALED AND DATED BY THE AFFIANT.