

## SCHEDULE 1:



2 Allegheny Center, Nova Tower 2, Suite 200  
Pittsburgh, PA, 15212

### LENDER'S CLOSING/ESCROW INSTRUCTIONS ("Closing Instructions")

<b>To:</b> Independence Title, Inc.	<b>Attn:</b> Stephanie Zalai	(“Settlement Agent”)
<b>Email:</b> stephanie@titlerate.com	<b>Phone:</b> 754-900-6780	
<b>Re: Borrower:</b> LC 2121 LLC, A Florida Limited Liability Company		
 <b>Property Address:</b> 2121 NW 64th Street, Miami, FL 33147		
<b>Property County:</b> Miami-Dade		<b>APN:</b> 30-3115-020-0680.
<b>Loan Closer:</b> David Plumpton	<b>Loan No:</b> 35133052	
<b>Phone:</b> 412-307-5318	<b>Escrow No:</b> 2025-522	
<b>Email:</b> david.plumpton@lendinghome.com	<b>Title Order No:</b> 110983833	

**\*\*\*Documents satisfying the following conditions must be received and approved by lender a minimum of 1 hour prior to request for lender funds\*\*\***

### BORROWER PRE-FUNDING CONDITIONS (see below for Closing Agent conditions):

### CLOSING AGENT PRE-FUNDING CONDITIONS (see above for Borrower conditions):

- Provide Estimated HUD1 for review
- Closing agent must sign and initial Lender's Closing Instructions
- Borrower Sign and Return Scope of Work (if applicable)
- Provide certified copy SI with legal description
- Provide certified copy of Conveyance Deed
- Provide Kiavi the scanned copies of ALL executed loan document
- Provide Certified Copy of Security Instrument
- 1st page of Security Instrument must be stamped certified (ex. handwritten or stamped "Copy")

**Closing Agent Initials:**

**Borrower Initials:**

## **LENDER'S CLOSING INSTRUCTIONS**



Loan Number: 35133052

Borrower: LC 2121 LLC, A Florida Limited Liability Company

Property Address: 2121 NW 64th Street, Miami, FL 33147

Loan Amount: \$276,600.00

Sales Price (if applicable): \$290,000.00

Loan Purpose: purchase

Occupancy Status: investment

Interest Rate (%): 8.740%

Term (months): 12

**If Settlement Agent has knowledge of other parties involved in this transaction (other than those listed above), or any impending transfers of title, do not close this loan, and contact Loan Closer immediately.**

### **SECTION 1 - SPECIFIC CLOSING INSTRUCTIONS**

**LOAN DOCUMENTS:** The following documents are necessary to complete the above referenced loan transaction. You must deliver one (1) copy of all loan documents to the Borrower(s).

(x) Lenders Closing Instructions & Schedules 1 & 2

(x) Amendment to Closing Instructions

(x) Promissory Note

(x) Security Instrument w/Exhibit A and B

\*Settlement Agent to attach legal description of subject property as Exhibit "A" AND INSERT LENDER'S LOAN NUMBER

Security Instrument Riders: ( ) Rental, (x) Construction, ( ) 1-4 Family, ( ) ARM, ( ) Condo, ( ) PUD, Other State Rider to Note, Guaranty, Security Instrument; Construction Rider to Security Instrument, Note :

(x) Guaranty

(x) Verification of Borrower Id

(x) Business Purpose & Occupancy Statement

(x) Origination & Processing Fee Disclosure

( ) Initial Escrow Account Disclosure

(x) Compliance Agreement

(x) Correction Agreement

(x) Flood Insurance Authorization

(x) ACH Authorization

(x) First Payment Letter

(x) Welcome/Servicing Letter

**SETTLEMENT:** Agent must collect from Borrower and/or Seller all fees as outlined in the Settlement Statement, including but not limited to recording fees and transfer taxes. Settlement Agent will be responsible for the omission of any fee set forth in these instructions or the settlement statement to be collected.

If any fee to be paid by the Borrower exceeds the amount reflected in these closing instructions or the settlement statement, or if Borrower pays any fees originally to be paid by another party, you must contact the Loan Closer immediately and seek approval from Lender prior to disbursement. If any changes to fees occur, documents may need to be re-drawn and re-signed. Email a certified copy of the final Settlement Statement to KIAVI FUNDING, INC. at [david.plumpton@lendinghome.com](mailto:david.plumpton@lendinghome.com).

A certified copy of the estimated Settlement Statement must include the fees and charges shown on Schedule 2.

- **NO THIRD PARTY DEPOSITS ARE ACCEPTED**
- **E-SIGNATURES ARE NOT ACCEPTED (Unless otherwise approved by Lender)**
- **ALL CREDITS MUST BE APPROVED BY LENDER IN WRITING**
- **ANY CHANGES TO THE APPROVED SETTLEMENT STATEMENT MUST BE COMMUNICATED TO LENDER FOR RE-APPROVAL PRIOR TO DISBURSEMENT OF FUNDS.**
- **ALL NOTARY SECTIONS MUST BE COMPLETED WITH ACCURACY.**
- **ACH AUTHORIZATION MUST BE SIGNED BY BORROWER WITH NO CROSS-OUTS OR ADJUSTMENTS.**
- **IF DOUBLE ESCROW, BOTH TRANSACTIONS MUST TAKE PLACE SAME DAY WITH THE SAME CLOSING AGENT - ANY VARIANCE MUST BE DISCUSSED WITH LENDER.**

**EVIDENCE OF PAYOFF(S):** It is a condition to the funding of this loan that the following payoffs be made through this closing. Indicate payoffs on the estimated Settlement Statement or provide other satisfactory evidence of payoff of:

(X) Liens:

(X) Property taxes:

**SECONDARY FINANCING:** Secondary financing ( ) is or (X) is not permitted in connection with Kiavi's loan. Kiavi's loan must be in first lien position.

**FINAL DOCUMENTS:** All original signed Loan Documents and Closing Conditions (defined below), with the exception of those to be recorded must be shipped within 24 hours via overnight service with a tracking number to:

Kiavi Funding, Inc.  
Attn: Post Closing Department  
2 Allegheny Center  
Nova Tower 2  
Suite 200  
Pittsburgh, PA 15212

**FUNDING REQUEST:** Your Funding Request must include:

1. Signed Closing Instructions
2. Wire instructions,
3. Estimated Disbursement Statement; and
4. One (1) CERTIFIED copy of each of the following loan documents:
  - (a) Promissory Note
  - (b) Security Instrument
  - (c) Deed, if applicable
  - (d) Signed Settlement Statement
  - (e) Items listed on Schedule 1

**Lender's Authorization to Disburse Lender's Funds will only be given in writing, upon Lender's receipt of the above listed documents.**

**Settlement Agent is not authorized to disburse Lender's funds until Lender's Authorization to Disburse is given.**

You are authorized to use Lender's Funds for the account of the Borrowers in accordance with the Lender-approved Settlement Statement, and to record all instruments when you are in a position to satisfy Lender's ALTA title insurance requirements set forth in Section 2, and insure title in accordance with the requirements of these closing instructions. You are responsible for any additional costs associated with the failure to provide the final ALTA title insurance policy or for any losses sustained by Lender in secondary marketing of the loan due to the failure of the Settlement Agent or Title Company to provide said title

insurance policy.

**RECORDING:** Settlement Agent is NOT authorized to record our security instrument if any requirements or exceptions identified on the title commitment are not addressed and/or satisfied.

Settlement Agent is NOT authorized to record our security instrument if any intervening liens are found prior to recording. Settlement agent is insuring Lender in first lien position and will use the standard of care common in closing and insuring real estate transactions to identify any items which may constitute an intervening lien prior to recording.

#### **POST FUNDING REQUIREMENTS:**

**Title Insurance Requirements:** The type of policy to be issued is required to be a 2021 ALTA (or equivalent) Standard Loan Policy of Title Insurance listing Lender as insured, in the amount of our Loan Amount.

The ALTA Title Policy must be free from liens, encumbrances, easements, encroachments and other title matters except:

- (i) the lien of our loan in the amount of our loan on the property described herein showing the Instrument Number and the date of recording of the Security Instrument;
- (ii) general, specific, state, county, city, school or other taxes and assessments not yet due or payable;
- (iii) other items as permitted by Lender.

Schedule A – the name of the insured must read: KIAVI FUNDING, INC. ITS SUCCESSORS AND/OR ASSIGNS AS THEIR INTERESTS MAY APPEAR.

The following exceptions as shown on the title commitment have been addressed and will not appear as exceptions on the ALTA Final Title Policy:

1, 2, 3, 6 SCH BII

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Title Policy must contain the following ALTA 2016 endorsements (or equivalents), and the fee for each endorsement must be shown on the estimated and final Settlement Statement:

- 8.1-06 / Environmental
- 4-06 / Condo
- 5-06 / PUD
- 6-06 / ARM
- Other: Environmental

## **SECTION 2. GENERAL CLOSING INSTRUCTIONS**

**CONDITIONS TO CLOSING:** The following are Kiavi Funding, Inc.'s (the "Lender") conditions to closing the above mentioned loan (the "Loan") and releasing the Lender Funds held by the "Settlement Agent", (collectively, the "Closing Conditions") on the Closing Date mentioned above:

You are not authorized to close or fund this loan unless ALL conditions in these closing instructions and any supplemental closing instructions have been satisfied. The total consideration in this transaction except for our loan proceeds and approved secondary financing (if any) must be delivered to you in the form of cash. You are not permitted to close or fund this loan if you have knowledge of a concurrent or subsequent transaction that would transfer the subject property.

You must follow these instructions exactly. These closing instructions can only be modified with our advance written approval. You shall be deemed to have accepted and to be bound by these closing instructions if you fail to notify us in writing to the contrary within 24 hours of your receipt hereof (the "Original Disbursement Date") or if you disburse any Lender Funds to or for the account of the borrower(s) referred to above (the "Borrower").

If for any reason this loan does not close within 24 hours of your receipt of Lender Funds, you are instructed to immediately contact your loan closer to determine if documents and wire need to be returned to Lender. If Lender is not informed of a loan not closing within 24 hours of receipt of funds, closing agent may be responsible for any interest due from the planned original closing date.

### **EXECUTION OF DOCUMENTS:**

Each Borrower must sign all documents EXACTLY as his or her name appears on the blank line provided for his or her signature. All signatures must be witnessed if required or customary. All signature acknowledgements must be executed by a person authorized to take acknowledgements in the state of closing.

Any correction to loan documents must be approved in writing by Lender in advance. No white-out permitted. Approved deletion should be made by marking a single line through the language being deleted. All additions and deletions must be initialed by all borrowers.

All Powers of Attorney must be provided to and approved by Lender. If approved, any Power of Attorney must be specific to this transaction and must record in the same county in which the Security Instrument is recorded. One (1) certified copy must be provided to us with your funding request. Settlement Agent must insure that the Attorney In Fact signs exactly as printed below the signature line.

### **RECORDING REQUIREMENTS:**

- Settlement Agent must perform a bring down prior to recordation to confirm there are no intervening liens.
- Vesting must be fee simple. Any ground rents must be redeemed.

### **STATE SPECIFIC REQUIREMENTS:**

- Delaware - Attorney must close and supervise transaction.

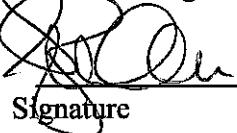
- Iowa - Iowa Title Guaranty
- Georgia - Attorney must close and supervise transaction.
- New Mexico - Freedom to Choose Insurance Company
- Rhode Island - Waiver of Title Company (if required)
- Vermont - Attorney must close and supervise transaction.

### **SECTION 3. ACKNOWLEDGEMENT**

Receipt of the foregoing instructions is hereby acknowledged as of the date set forth below. The undersigned agrees, for itself and on behalf of the Settlement Agent and the Title Company, to act in strict accordance with these Closing Instructions, and represents and warrants to Lender that the undersigned is authorized to execute this Acknowledgement on behalf of the Settlement Agent and the Title Company.

Settlement Agent shall be committed to issue to Lender (i) the original signed Loan Documents and Conditions, exactly as they appear if submitted in conjunction with this funding request in an electronic format, and (ii) ALTA Lender's Policy insuring Lender is in first lien position and (iii) a Settlement Statement in accordance with the requirements set forth above.

**Settlement Agent:**



Signature

12/12/2025

Date

Name:

**BORROWER ACKNOWLEDGMENT:** I/We have read and acknowledged receipt of these Closing instructions.  
LC 2121 LLC, A Florida Limited Liability Company

Date:

By: Elchanan Kagan, Manager

Date: