

**A. U.S. Department of Housing
and Urban Development**

1. <input type="checkbox"/> FHA		2. <input type="checkbox"/> FMHA		3. <input type="checkbox"/> Conv. Unins.	
4. <input type="checkbox"/> VA		5. <input type="checkbox"/> Conv. Ins.			
6. File Number		7. Loan Number			
3787					

Settlement Statement
8. Mortgage Ins. Case No.

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked ("POC") were paid outside the closing; they are shown here for information purposes and are not included in the totals.

D. Name of Borrower: CITY OF MASON, OHIO, 6000 Mason-Montgomery Road, Mason, OH 45040

E. Name of Seller: ELEANOR M. GOULD
F. LAWRENCE AVERBECK, Co-Trustees of the Richard E. Gould Irrevocable Trust dated June 22, 2001
ELEANOR M. GOULD, Trustee of the Gould Family Revocable Trust U/A dated June 16, 1999

TIN:
TIN:
TIN:

F. Name of Lender: Cash Closings

G. Property Location: 5475 Mason Road, Mason, OH 45040

H. Settlement Agent: Wood & Lamping, LLP 852-6000

Place of Settlement: 600 Vine Street, Suite 2500, Cincinnati, OH 45202-2409

TIN:

I. Settlement Date: 12/11/2003

Proration Date: 12/11/2003

J. Summary of Borrower's Transaction
K. Summary of Seller's Transaction

100. Gross amount due from borrower:	400. Gross amount due to seller:
101. Contract sales price	401. Contract sales price
102. Personal property	402. Personal property
103. Settlement charges to borrower (line 1400)	403.
104.	404.
105.	405.
Adjustments for items paid by seller in advance:	
106. City/town taxes	406. City/town taxes
107. County taxes	407. County taxes
108. Assessments	408. Assessments
109.	409.
110.	410.
111.	411.
112.	412.
120. Gross amount due from borrower:	420. Gross amount due to seller:
1,799,352.00	1,793,556.00
200. Amounts paid by or in behalf of the borrower:	
201. Deposit or earnest money	500. Reduction in amount due to seller:
5,000.00	501. Excess deposit (see instructions)
202. Principal amount of new loan(s)	502. Settlement charges to seller (line 1400)
210.00	503. Existing loan(s) taken subject to
203. Existing loan(s) taken subject to	504. Payoff of first mortgage loan
204.	505. Payoff of second mortgage loan
205.	506. Deposit or earnest money
206.	507.
207.	508.
208.	509.
209.	
Adjustments for items unpaid by seller:	
210. City/town taxes	510. City/town taxes
211. County taxes 1/1/2003 to 12/11/2003	511. County taxes 1/1/2003 to 12/11/2003
1,787.10	1,787.10
212. Assessments	512. Assessments
213.	513.
214.	514.
215.	515.
216.	516.
217. CAUV Recoupment	517. CAUV Recoupment
9,161.15	9,161.15
218.	518.
219.	519.
220. Total paid by/for borrower:	520. Total reduction in amount due seller:
15,948.25	16,158.25
300. Cash at settlement from/to borrower:	
301. Gross amount due from borrower (line 120)	600. Cash at settlement to/from seller:
1,799,352.00	601. Gross amount due to seller (line 420)
302. Less amount paid by/for borrower (line 220)	602. Less total reduction in amount due seller (line 520)
15,948.25	16,158.25
303. CASH (X)FROM ()TO BORROWER	603. CASH ()FROM (X)TO SELLER
1,783,403.75	1,777,397.75

SUBSTITUTE FORM 1099 SELLER STATEMENT - The information contained in Blocks E, G, H and I and on line 401 (or, if line 401 is asterisked, lines 403 and 404), 406, 407 and 408-412 (applicable part of buyer's real estate tax reportable to the IRS) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

SELLER INSTRUCTION - If this real estate was your principal residence, file form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of form 4797, Form 6252 and/or Schedule D (Form 1040).

You are required by law to provide Wood & Lamping, LLP 852-6000 with your correct taxpayer identification number.

If you do not provide Wood & Lamping, LLP 852-6000 with your correct taxpayer identification number, you may be subject to civil or criminal penalties.

Eleanor M. Gould, Co-Trustee & Trustee

Eleanor M. Gould, Co-Trustee of the Richard E. Gould Irrevocable Trust dated 6/22/01

L. Settlement Charges		File Number
		3787
700.	Total sales/broker commission	
	Division of commission (line 700) as follows:	
701.	\$	
702.	\$	
703.	Commission paid at settlement	
704.		
800.	Items payable in connection with loan	
801.	Loan origination fee	
802.	Loan discount	
803.	Appraisal fee	
804.	Credit report	
805.	Lender's inspection fee	
806.	Mortgage insurance application fee	
807.	Assumption fee	
808.	Underwriting Fee	
809.	Flood Certification Fee	
810.	Tax Service Fee	
811.		
812.	Yield Spread Premium	
900.	Items required by lender to be paid in advance	
901.	Interest from	
902.	Mortgage insurance premium for	
903.	Hazard insurance premium for	
904.		
905.	VA Funding Fee	
1000.	Reserves deposited with lender	
1001.	Hazard insurance	
1002.	Mortgage insurance	
1003.	City property taxes	
1004.	County property taxes	
1005.	Annual assessments (maint.)	
1006.		
1007.		
1008.		
1009.	Aggregate Adjustment	
1100.	Title charges	
1101.	Settlement or closing fee	
1102.	Abstract or title search	
1103.	Title examination	50.00
1104.	Title insurance binder to Wood & Lamping, LLP 852-6000	
1105.	Document preparation Deed and P to Wood & Lamping, LLP 852-6000	100.00
1106.	Notary fees	
1107.	Attorney's fees to	
	includes above items no.:	
1108.	Title insurance to Wood & Lamping/CTIC	
	includes above items no.:	
1109.	Lender's coverage	
1110.	Owner's coverage \$1,793,556.00	5,746.00
1111.		
1112.		
1113.		
1200.	Government recording and transfer charges	
1201.	Recording fees:	
1202.	City/county tax/stamps:	
1203.	State tax/stamps:	
1204.	Record 2 Memos of Trust to Wood & Lamping, LLP 852-6000	110.00
1205.		
1206.		
1300.	Additional settlement charges	
1301.	Survey	
1302.	Pest inspection	
1303.		
1304.		
1305.		
1400.	Total settlement charges (entered on lines 103, section J and 502, section K)	5,796.00
1400.	Total settlement charges (entered on lines 103, section J and 502, section K)	210.00

CERTIFICATION: I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement.

City of Mason, Ohio
 Scott F. Lahmer, City Manager

Eleanor M. Gould, Co-Trustee of the Richard E. Gould Irrevocable Trust

F. Lawrence Averbeck, Co-Trustee of the Richard E. Gould Irrevocable Trust

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

Richard E. Gould
 Wood & Lamping, LLP-852-6000

12-11-03
 Date

SELLER'S AND/OR PURCHASER'S STATEMENTS: Seller's and Purchaser's signature hereon acknowledges his/her approval of tax prorations and signifies their understanding that prorations were based on taxes for the preceding year, or estimates for the current year, and in the event of any change for the current year, all necessary adjustments must be made between Seller and Purchaser, likewise any default in delinquent taxes will be reimbursed to Title Company by the Seller.

Title Company, in its capacity as Escrow Agent, is and has been authorized to deposit all funds it receives in this transaction in any financial institution, whether affiliated or not. Such financial institution may provide Title Company computer accounting and audit services directly or through a separate entity which, if affiliated with Title Company, may charge the financial institution reasonable and proper compensation therefore and retain any profits therefrom. Any escrow fees paid by any party involved in this transaction shall only be for checkwriting and input to the computers, but not for resaid accounting and audit services. Title Company shall not be liable for any interest or other charges on the earnest money and shall be under no duty to invest or reinvest funds held by it at any time. Sellers and Purchasers hereby acknowledge and consent to the deposit of the escrow money in financial institutions with which Title Company has or may have other banking relationships and further consent to the retention by Title Company and/or its affiliates of any and all benefits (including advantageous interest rates on loans) Title Company and/or its affiliates may receive from such financial institutions by reason of their maintenance of said escrow accounts.

The parties have read the above sentences, recognize that the recitations herein are material, agree to same, and reconize Title Company is relying on the same.

Purchaser/Borrowers
 City of Mason, Ohio
 Scott F. Lahmer, City Manager

Sellers
 Eleanor M. Gould, Co-Trustee of the Richard E. Gould Irrevocable Trust

F. Lawrence Averbeck, Co-Trustee of the Richard E. Gould Irrevocable Trust

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18, U.S. Code Section 1001 and Section 1010.