



**PAVAN PARIKH
HAMILTON COUNTY CLERK OF COURTS**

COMMON PLEAS DIVISION

ELECTRONICALLY FILED

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PAVAN PARIKH

Clerk of Courts

Hamilton County, Ohio

CONFIRMATION 1358968

**US BANK NATIONAL
ASSOCIATION**

A 2303488

VS.

CHARLES A SMITH

**FILING TYPE: INITIAL FILING (FORECLOSURE-OUT OF
COUNTY)**

PAGES FILED: 28

IN THE COURT OF COMMON PLEAS
HAMILTON COUNTY, OHIO

U.S. Bank National Association
2800 Tamarack Road
Owensboro, Kentucky 42301

Case Number:

Plaintiff,

COMPLAINT IN FORECLOSURE

vs.

Permanent Parcel No. 591-0004-0078-00

Charles A. Smith
11475 Fiesta Court
Cincinnati, OH 45240

Unknown Spouse, if any, of Charles A. Smith
11475 Fiesta Court
Cincinnati, OH 45240

United States of America, Department of the Treasury, Internal Revenue Service
Serve U.S. Attorney's Office
1250 Maryland Avenue, Portal Building, Suite 200
Washington, DC 20024

United States of America, Department of the Treasury, Internal Revenue Service
Serve U.S. Attorney's Office
221 East 4th Street
Cincinnati, OH 45202

State of Ohio, Department of Taxation
Serve Highest Officer Found
30 East Broad Street, 14th Floor
Columbus, OH 43215

State of Ohio, Bureau of Workers Compensation
Serve Highest Officer Found
30 East Broad Street, 14th Floor
Columbus, OH 43215

Hamilton County Child Support Enforcement Agency
Serve Highest Officer Found
222 East Central Parkway
Cincinnati, OH 45202

Barclays Bank Delaware
Serve Highest Officer Found
125 South West Street
Wilmington, DE 19801

Defendants.



* 1 1 8 0 7 5 8 4 *

Now comes the Plaintiff, U.S. Bank National Association, ("Plaintiff"), by and through counsel, and for its Complaint against the Defendant, states as follows:

COUNT ONE

1. Charles A. Smith executed a promissory note (the "Note") in the original sum of \$40,000.00, plus interest thereon as set forth in the Note. A copy of the Note that the Maker has electronically signed is hereto attached as Exhibit "A".

2. The Note is in default. Plaintiff has satisfied conditions precedent and declared the entire balance due and payable.

3. Plaintiff is due upon the Note, the sum of \$26,927.28, plus interest at the rate of 3.64 percent per annum, from April 12, 2020, plus late fees, prepayment penalty if applicable, escrow advances, court costs, and other expenses.

4. Plaintiff is entitled to enforce the Note.

COUNT TWO

5. Plaintiff incorporates the allegations of Count One and further states that it is entitled to enforce a Mortgage (the "Mortgage") executed in connection with the execution of the Note.

6. The Mortgage was given to secure the Note and is a valid first lien upon certain real property located in this County commonly known as 11475 Fiesta Court, Cincinnati, OH 45240, and which is fully described within the Mortgage attached hereto as Exhibit "B". The Mortgage was recorded on August 10, 2015 in Book 12964, Page 01425, as Instrument No. 15-0084374 of the records of the Hamilton County, Ohio Recorder.

7. Plaintiff is entitled to foreclose upon the Mortgage due to default. Plaintiff has

complied with all conditions precedent.

8. Plaintiff claims a further interest in the subject property by virtue of a mortgage filed for record on August 14, 2015 in the amount of \$37,500.00 in Book 12968 Page 01463, as Instrument No. 15-0086582 of the records of this county.

9. Plaintiff states that the Defendant, United States of America, Department of the Treasury, Internal Revenue Service, may claim an interest in the subject property by virtue of a federal tax lien filed for record on June 26, 2017 in Book 13446, Page 604 of the records of this County and which is fully described within the lien attached hereto as Exhibit "C", and incorporated herein by reference.

10. Defendants, Charles A. Smith, Unknown Spouse, if any, of Charles A. Smith, United States of America, Department of the Treasury, Internal Revenue Service, State of Ohio, Department of Taxation, State of Ohio, Bureau of Workers Compensation, Hamilton County Child Support Enforcement Agency and Barclays Bank Delaware, may claim an interest in the subject property as referenced in the preliminary judicial report attached as Exhibit "D" or any other interest they may have in the subject property.

WHEREFORE, Plaintiff demands judgment against all the Defendants named herein as follows:

A) Judgment against Charles A. Smith, upon the Note in the sum of \$26,927.28, plus interest at the rate of 3.64 percent per annum from April 12, 2020, plus late fees, prepayment

penalty if applicable, title charges, court costs, and expenses for the preservation and maintenance of the real estate, prior to and subsequent to the filing of this Complaint.

B) Declaration that except for real estate taxes and assessments that may be due and owing, Plaintiff's Mortgage is a valid first lien upon the Real Property; that the equity of redemption of Charles A. Smith and all persons claiming under and through them be foreclosed; and that all other Defendants herein be required to set up their liens or interest in said real property or forever be barred from asserting the same.

C) Order subject real property to be sold free and clear of all liens, claims interest and dower; that Plaintiff be paid out of the proceeds of such sale the amounts due and incurred; that all liens be marshaled; and for such other relief, legal and equitable, as may be proper and necessary.

Respectfully submitted,

/s/ Yanfang Marilyn Ramirez

Carrie L. Davis (0083281)
Michael R. Brinkman (0040079)
Yanfang Marilyn Ramirez (0074242)
Aaron M. Cole (0091673)
Attorneys for Plaintiff
Reisenfeld & Associates LLC
3962 Red Bank Road
Cincinnati, OH 45227
voice: 1-513-322-7000
facsimile: 513-322-7099

Borrower(s) CHARLES A SMITH	Lender U.S. Bank National Association FOREST PARK MEIJER OH 6325 SOUTH GILMORE RD FAIRFIELD, OH 45014	Loan Number _____ Date <u>07/18/2015</u> Maturity Date <u>07/13/2025</u> Loan Amount \$ <u>40,000.00</u> Renewal Of _____
11475 FIESTA CT CINCINNATI, OH 45240-2307 ("I" means each Borrower above, jointly and severally)	You (lender) are the Lender, its successors and assigns.	

Note - Interest received, I promise to pay to you or your order or your address above the principal sum of \$40,000.00
(Dollars \$ 40,000.00)

plus interest from 07/17/2015 at the rate of 8.610 % per year until maturity

Additional Finance Charge - I also agree to pay a nonrefundable fee of 9 and it will be L paid in cash.

I - member of the group(s) (if this fee is withheld from the proceeds, the amount is included in the principal sum.)

Post Maturity Interest - interest will accrue after maturity on the unpaid balance of this note on the same basis as interest accrued prior to maturity

Term - I agree, unless provided otherwise, an adjustment in the lowest annual percentage rate available for this loan, provided, the adjustment reflects a legal limit of interest or money charge does not exceed maximum allowed by a consumer credit statute. You should discuss this with me, and I may obtain a free copy of it by contacting:

Payments - I will pay this note as follows:

- (a) interest payments will be due _____
Principal payment will be due _____
- (b) This note has 120 payments. The first payment will be in the amount of \$ 397.98 and will be due 07/17/2015. A payment of \$ 397.98 will be due on the 17th day of each month.
hereafter. The final payment of the entire unpaid balance of principal and interest will be due 07/12/2025.

The Purpose of This Loan is: Refinancing Existing Mortgage

Late Charge - I agree to pay a late charge if my scheduled payment (or any portion thereof) is made more than 15 days after the due date equal to \$20.00.

Prepayment Penalty - If I prepay this loan in whole, I will pay a prepayment penalty equal to 1% of the original loan amount max \$500
If closed within the first three years

Returned Payment Charge - I agree to pay a fee of +\$ 25.00 for each check, negotiable order of withdrawal, draft or electronic payment if I encourage communication with the bank that is returned because it has been dishonored.

In the state of OHIO THIS IS A CONSUMERS' DEBT TRANSACTION

Security - (I) none of the real and personal property in my possession is being used as collateral for this transaction, from other loans, and (2) I assume interest to all deposit accounts with U.S. Bank, N.A.

Separate Security - This loan is secured by separate Mortgagors _____ dated 07/18/2015

Security Agreement - I give you security interest in the Property described below. The right I can give you in the Property and the obligations this agreement secures are defined on page 3 of this agreement.

11475 FIESTA CT

CINCINNATI, OH 45240

This property will be used for Consumer purposes.

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate 10.638%	FINANCE CHARGE The dollar amount the credit will cost me \$ 7,757.60	AMOUNT FINANCED The amount of credit provided to me on my behalf \$ 40,000.00	TOTAL OF PAYMENTS The amount I will have paid when I have made all scheduled payments \$ 47,757.60
INTEREST RATE AND PAYMENT SUMMARY			
Interest Rate	Rate & Monthly Payment		
Principal - Interest Payment	\$ 397.08		
Estimated Taxes + Insurance (Escrow)	\$		
Total Estimated	Monthly Payment	\$ 397.98	
Final Balloon Payment due:			
No Guarantor to Refinance: There is no guarantee that you will be able to refinance to lower your rate and payments.			
Security - I am giving a security interest in: <ul style="list-style-type: none"> ① the Goods or Property being purchased ② my deposit accounts and other rights to the payment of money from U.S. Bank, N.A. ③ Collateral securing other loans with you may also secure this loan. 			
Late Charge - I agree to pay a late charge if any scheduled payment (or part thereof) is made more than <u>five</u> days after it is due equal to \$29.00.			
Prepayment - If I pay off this note early, I <input checked="" type="checkbox"/> may <input type="checkbox"/> will not have to pay a penalty.			
Assumption - Someone buying the property securing this loan cannot assume this loan on its original terms.			
Required Deposit - The annual percentage rate does not take into account my required deposit.			
Filing Fees \$	Non Filing Insurance \$		
I can see my contract documents for any additional information about non-payment, default, and my required repayment before the schedule date, and prepayment refunds and penalties.			

Property Insurance - Property insurance is required. I may obtain property insurance from anyone I want that is acceptable to you.

ADDITIONAL TERMS OF THE NOTE

DEFINITIONS "I," "we" or "you" means, and therefore will mean the person or entity paying or being paid amounts given you, including any corporation doing so, or any time thereafter referred to as "we," "I" or "you"; "year" means 12 consecutive months and "calendar year" means January 1 through December 31.

GOVERNING LAW - This note is governed by the laws of Ohio. The parties may not choose otherwise than in this capacity due to circumstances dictated by the law or the state of Ohio, regardless of where this loan is made or where the property is located. In other words, the law of the state where the property is located will apply.

You find that any part of this note cannot be enforced without altering the rest of this note. Any changes to this note or any agreement regarding this note must be in writing and signed by you and me.

THIS FORM - This form is designed to be used for many types of transactions. A paragraph or sentence that begins with a "()" shall, in this clause, not apply to the item.

PAYMENTS - Each payment I make on this loan will be applied to the extent of the payment as follows to: (1) accrued interest, (2) principal, (3) escrow amounts, (4) any charges other than interest or principal, if any, and (5) excess principal if designated.

PREPAYMENT - I may prepay this loan in whole or in part at any time. If I pay off a part of this note, this may cause my payment in the original amount to become due and this note is paid off.

BALLOON PAYMENT - In the state of Idaho, Colorado, and Wyoming, under certain circumstances as defined by law in those states, I may be obligated to postpone a final payment. If a balloon payment occurs, I will be obligated to do what is reasonable to commence that payment, and if federal law does not provide state law, I will do what is reasonable.

PRINCIPAL - I agree, with the exception of initial principal balance only, and on a daily interest calculation, the actual method will determine the date(s) of drawdown. The interest rate and rate charges on this note will never exceed the highest rate or charge allowed by law for this loan. If the amount volunteered is found to exceed

the stated rate or if the interest you seek exceed the amount necessary to comply with the law.

CROSS-REFERRALS - I agree to acknowledge (in the manner in which this note is used) your "Deed and easement" (or similar document) to give me a right to enter a property and to use certain of the right before you can exercise some of your remedies. This clause contains and may not be limited by Kansas, Louisiana, Nebraska, South Dakota, and West Virginia. These states may be similar rights of compensation, entry and redemption or some other right and property or a residence or real estate. You will receive full notice and notice of such rights before exercising your remedies or preparing to file.

BEWARE - I understand that the following events are causing this loan to:

1. I fail to make payment to tell when due or
2. You present a writ, judgment, or decree to repossess the property I agreed to furnish you.

Any of the above or default on the date of any seizure or repossession, you may exercise your remedies against me in all of:

REMEDIES - Subject to the CROSS-REFERRALS section above, if I am in default on this note or any other instrument or note, you may exercise your rights provided by law and the court, to recover damages and costs to the following:

1. You may accelerate the principal or unpaid principal balance of the note, plus accrued interest and damage resulting if done so to recovery before the scheduled due date.
2. You may sell your property and apply the proceeds to:
3. You may demand more money or less payment than was due on this loan (or loans), or return to me the note, anywhere necessary.
4. You may make a claim for any and all insurance benefits or refunds that may be available.
5. I default and you claim for legal expenses, you may add to the debt to treat the event as a default if necessary.

A. HOW TO COLLECT: It's illegal to pay debts you want to collect yourself. That's called "self-help." It's also illegal to threaten or intimidate someone to pay your debt.

In the event of my bankruptcy, all debts and benefits of ownership (less than \$1,000) will automatically transfer over to my attorney. I will not sue anyone for any debts or benefits I have.

The cost of my attorney fees and costs will depend on whether my attorney practices the law in a local state.

In **Arizona, California, Illinois, Kentucky, Maryland, Michigan, Minnesota, Mississippi, Montana, Nevada, New Mexico, Oregon, Pennsylvania, Rhode Island, South Dakota, Tennessee, Utah, Vermont, Virginia and Washington** these costs will include your reasonable attorney fees (for an attorney who is not your salaried employee).

In **Arkansas** these costs will include your reasonable attorney fees (for an attorney who is not your salaried employee) plus 10% of the amount of principal you've been charged.

In **Colorado, Maine, North Carolina, and South Carolina** these costs will include your reasonable attorney fees (for an attorney who is not your salaried employee) plus 15% of the unpaid debt (plus attorney fees if applicable).

In **Delaware** reasonable legal expenses (including attorney fees) will be limited to 10% of attorney fees plus 10% of the amount you've been charged.

In **Florida** these costs will include your reasonable attorney fees (for an attorney who is not your salaried employee) plus 10% of the amount of principal you've been charged.

In **Georgia** these costs will include your reasonable attorney fees (for an attorney who is not your salaried employee) plus 10% of the amount of principal you've been charged.

In **Illinois** these costs will include your reasonable attorney fees (for an attorney who is not your salaried employee) plus 10% of the amount of principal you've been charged.

In **Indiana** these costs will include your reasonable attorney fees (for an attorney who is not your salaried employee) plus 10% of the amount of principal you've been charged.

In **Iowa, Nebraska, North Dakota, West Virginia** these costs will include attorney fees.

In **Kansas** these costs will include your reasonable attorney fees (for an attorney who is not your salaried employee) plus 10% of the amount of principal you've been charged.

In **Louisiana** these costs will include your reasonable attorney fees (for an attorney who is not your salaried employee) plus 10% of the amount of principal you've been charged.

In **Maine** these costs will include your reasonable attorney fees (for an attorney who is not your salaried employee) plus 10% of the amount of principal you've been charged.

In **Missouri and Alabama** these costs will include your reasonable attorney fees (for an attorney who is not your salaried employee) plus 10% of the amount of principal you've been charged.

In **New Hampshire** these costs will include your reasonable attorney fees (for an attorney who is not your salaried employee) plus 10% of the amount of principal you've been charged.

In **Oklahoma** these costs will include your reasonable attorney fees (for an attorney who is not your salaried employee) plus 10% of the amount of principal you've been charged.

In **Pennsylvania** these costs will include your reasonable attorney fees (for an attorney who is not your salaried employee) plus 10% of the amount of principal you've been charged.

In **Rhode Island** these costs will include your reasonable attorney fees (for an attorney who is not your salaried employee) plus 10% of the amount of principal you've been charged.

In **South Dakota** these costs will include your reasonable attorney fees (for an attorney who is not your salaried employee) plus 10% of the amount of principal you've been charged.

In **Tennessee** these costs will include your reasonable attorney fees (for an attorney who is not your salaried employee) plus 10% of the amount of principal you've been charged.

In **Utah** these costs will include your reasonable attorney fees (for an attorney who is not your salaried employee) plus 10% of the amount of principal you've been charged.

In **Vermont** these costs will include your reasonable attorney fees (for an attorney who is not your salaried employee) plus 10% of the amount of principal you've been charged.

In **Virginia** these costs will include your reasonable attorney fees (for an attorney who is not your salaried employee) plus 10% of the amount of principal you've been charged.

In **Washington** these costs will include your reasonable attorney fees (for an attorney who is not your salaried employee) plus 10% of the amount of principal you've been charged.

B. LIEN ON PROPERTY: If this paragraph applies to you, it's non-negotiable. It says you can't sell or give away your property to anyone else. You understand that the obligation of law to "pay your own bills" is violated, so is the obligation of law to "protect your property." This paragraph gives you the right to sue anyone who tries to take your property without your consent.

You must keep your property intact at all times or release any property and owe what still be obligated to pay the loan.

C. STATE: I agree to the extent required by law to provide, present, file or furnish any copies of papers.

FINANCIAL STATEMENT: I will give you an financial statement of information that you feel is necessary. All financial statements and information I supply to you will be correct and complete.

PURCHASE MONEY LIA - If this is a Purchase Money Loan, this may include the name of the seller or the bank account for the loan.

NAME AND LINE OF PAPER: My name and address indicated on page 1 are my exact legal name and my permanent address. I will provide you with at least 10 days advance notice of changes in name or principal residence.

STOP PAYMENTS: you have 10 days to tell me if you wish to skip a payment on this loan. If I choose to do nothing after I receive a stop payment for up to 30 days, and the rest of this loan will be treated as normal.

ADDITIONAL TERMS OF THE SECURITY AGREEMENT

SECURED OBLIGATION: The security agreement I execute for this loan (including all extensions, renewals, modifications and modifications of any other debt I have with you now or later). Property described in this security agreement will not become other than debt if the Property is my personal dwelling. Also, this security agreement will not cover other debt if the security interest is in household goods, and the other debt is a consumer loan. This security agreement will last until it is released. I am wrong.

I'm the sole party of record on title of a purchase money security interest and there will be no third party interest.

My signature on this supplemental security form also executed by this agreement will not be used to apply to the Purchase Money Loan and.

In addition to the Purchase Money Loan, this will be used to apply first to the adjustable rate portion of the loan if any, and then to the purchase money adjustments of the rate in which the loans were separated.

No security interest will be granted by confirmation of this formula: "Purchase Money Loan" means any sum of \$100 or more, in whole or in part, are used to create and/or finance securing the issuance of sales-tax renewals, consolidations and otherwise it will form.

PROPERTY: The word "Property" as used here includes all property that is listed in the security agreement on page 1. If a general description is used, the word "Property" includes all my property fitting the general description. Property also includes all fixtures and items that are incident thereto including all proceeds, insurance receipts, payments from others, taxes, dividends, stock options and voting rights, and all trust property that may be held in trust for or in respect to from the Property, and all supports, additions. "Proceeds" includes anything arising from the Property, even if not a part of the Property; my debts and those owing me by the Property, and any collectors and beneficiaries of title to the Property.

OWNERSHIP AND DUTIES TOWARD PROPERTY: Unless a co-owner(s) of the Property signed a co-ownership agreement, I am the sole owner of the Property. I will defend the Property against any other claim to it to the whatever you require to protect your interest and keep and control. I will not do anything to harm your property, will not let the Property air condition the and reduce any less or subject the Property to freezing or freezing.

I will keep all Property in the condition received at purchase and delivered to me. I will keep it and care for it properly, to create expenses. I will keep the property under my care and control.

I will continue to make all payments due under this Purchase Money Agreement to my bank account number and I will pay all taxes and expenses of the Property, and any other expenses, including costs and loss or damage to the Property, to the extent of reasonable amounts, and to protect the Property.

PROPERTY DAMAGE - I agree to buy the insurance coverage required on page 2 covering the Property against the risks and for the amounts we require. I will name you as loss payee on any such policy. If there is an insured loss, we may require actual amounts on this form if you attest that insurance proceeds may be used to repair or replace the Property. I agree that if the insurance proceeds do not cover the amount I still owe you, I will pay the difference. I will buy the insurance from a state authorized to do business in our appropriate state. The sum will be reasonably acceptable to you. I will keep the insurance until all debts secured by this agreement are paid.

COLLATERAL INSURANCE REQUIREMENT - Unless I receive you with evidence of the insurance coverage required by my agreement with you, you may purchase insurance at my expense to protect your interest in my collateral. The insurance may, but need not, protect my interest. The coverage that you may have may not pay any claim that I make or any claim that is made against me in connection with the collateral I may have leased and insurance purchased by you. But only after providing you with evidence that I have obtained insurance as required in our agreement. If you purchase insurance for the collateral, I will be responsible for the costs of that insurance, including business and any other charges necessary imposed in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to my legal outstanding balance as obligations. The costs of the insurance may be more than the cost of insurance I may be able to obtain for you. I agree that the cost of such insurance will be due immediately.

FILING. - I authorize you to file this financing statement with the Register Agent or complete with and file this note, copy or in connection with financing transaction or secured over the Property until this security agreement or instrument is so filed, whereupon this instrument may be used as a financing statement when allowed by law.
DEFECTS AND REMEDIES. - If I am in default, in addition to the remedies provided in the last section of this document and subject to any of the limitations in section 108-1

In the event that an individual or entity makes any of the statements in the foregoing paragraph, you may later give notice and demand its removal if you so request.

But pay taxes or other charges, or purchase any required insurance. IFT will do its best to help you if you do not respond to its bills. You may tell the annual audit your tax and debt status in that audit at the payment stage, or later. IFT can then work up the next audit to reflect it.

(d) Requesting us to gather the Frequency and the typical encounter and time of arrival of the species encountered.

or take immovable possession of the Property, or if there is no such title, the possessor endeavours to do my pleasure. You may still have a title to the Property or it could be law if the Possessor includes a non-recourse clause. You can sue the Possessor by giving me notice and an opportunity to sue the Possessor as required by law. You may quote what percentage from the value of the Property to your expenses and sue the debtor. If you can satisfy him he would not be subject to law, then when you sue, you can sue both the Possessor and the Debtor. Do the action commenced as law is valid.

(C) keeps the respondent from entry into the system.

4. Assume that when a permanent groundswell begins, it has a mean deflection of 10 cm. The frequency of the waves is 10 cycles per second. It takes 10 days for the permanent wave to reach the measured surface displacement. During a 10-day period, the maximum deflection of the surface is 10 cm. If the waves are 10 cm high, what is the mean deflection of the surface?

ASSUMPTIONS. For our early investment and any later, it seems natural to assume no change beyond the capacity I estimate the oil in the field can produce at the moment. With no further increase, if they do nothing but refine in the Property, I will be in debt only to oil companies that are licensed by the State.

This notice applies to Missouri customers specifically and is generally

ORAL AGREEMENTS: Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew oral debt are not enforceable. To prevent any misunderstanding and us (preluding) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us except as we may later agree in writing to modify it.

AUTOMATIC WITHDRAWAL

1 100 DOCUMENTS FROM THE MILITARY

By signing below I authorize you to automatically withdraw my regular payment from my checking account listed below on each payment due date.

Account Type: Checking Savings

Acoustic Sensors

Bank Routing Number

5. $\lim_{x \rightarrow 0^+} f(x) = \infty$ and $\lim_{x \rightarrow 0^-} f(x) = -\infty$

CHARLES A. SMITH

Date:

1980-81
Yearbook

ACH AND U.S. BANK PACKAGE CANCELLATION FEE:
I understand the standard cancellation fee for having a U.S. Bank Package with auto + U.S. Bank checking account or Automatic Payments will be \$10.00 if I terminate the Automatic Payments or the U.S. Bank Package. Either at whole or at part, I agree to pay U.S. Bank a cancellation fee of \$10.00.

U.S. Bank or some other set of words). I understand that automated payments stop and must be reactivated for it, for example. I have my account (which allows for automatic payment from another account) direct to different cards in the account, or I stop receiving money automatically now.

This note is a "transferable record" as defined in applicable law relating to electronic transactions. Therefore, the holder of this note may, on behalf of the maker of this note, create a microfilm or optical disk or other electronic image of this note that is an authoritative copy as defined in such law. The holder of this note may store the authoritative copy of such note in its electronic form and then destroy the paper original as part of the holder's normal business practices. The holder, on its own behalf, may control and transfer such authoritative copy as permitted by such law.

SIGNATURES - I agree to the terms set out on pages 1 thru 5 to this agreement. I have received a copy of this document on today's date.

In the signature box, "You" means the borrower(s).

Notice to Consumer: 1. Do not sign this Agreement before you read it. 2. You are entitled to a copy of this paper. 3. You may prepay the unpaid balance at any time. If you prepay this loan you *V. M&V* **WILL NOT** have to pay a penalty.

CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

CHARLES A SMITH

Date

Date

Date

Date

Loan number: [REDACTED]

Loan Originator Organization: U.S. Bank National Association

Loan Originator Organization ID: [REDACTED]

Originator Name: Alexandre L. Bell

Originator ID: [REDACTED]

Wayne Coates
 Hamilton County Recorder's Office
 Doc #: 15-0084374 Type: MT
 Filed: 08/10/15 12:05:30 PM \$84.00
 Off. Rec.: 12964 01425 F 9 348



Return To (name and address):
~~Indecom Global Services
 1260 Energy Lane
 Saint Paul, MN 55108~~

Prepared By:
~~Southwest Financial Services, Ltd.
 537 E Pete Rose Way, STE 300
 Cincinnati, OH 45202~~

OPEN-END MORTGAGE

(With Future Advance Clause)

- Master Mortgage Form Recorded By
 (name of person causing the instrument to be recorded)

RETURN TO
 By
 SOUTHWEST FINANCIAL.....
 PO BOX 300
 CINCINNATI, OH 45273-8043
 By
 (Signature) (Date)

- 1. DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is ..07/13/2015.....
 The parties and their addresses are as follows:

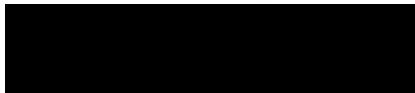
MORTGAGOR:

CHARLES A. SMITH, UNMARRIED

- If checked, refer to the attached Addendum incorporated herein, for additional
 Mortgagors, their signatures and acknowledgments.

LENDER:

U.S. Bank National Association,
 a national banking association organized under the laws of the United States
 425 Walnut Street
 Cincinnati, OH 45202



- 2. CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, upon the statutory condition, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys and mortgages to Lender, with mortgage covenants, the following described property:

See attached Exhibit "A"

The property is located in ..HAMILTON COUNTY..... at
(County)

.11475 FIESTA CT..CINCINNATI....., Ohio ..45240-2607...
(Address) (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

- 3. MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$40,000.00..... . This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

- 4. SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:

A.Debt incurred under the terms of all promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (*When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.*)

Borrower(s): CHARLES SMITH

Principal/Maximum Line Amount: 40,000.00

Maturity Date: 07/12/2025

Note Date: 07/13/2015

B.All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Mortgagor in favor of Lender after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.

OHIO - MORTGAGE (NOT FOR FNMA, FHLMC, FHA OR VA USE)
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P.S. (page 2 of 8)

- C. All obligations Mortgagor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.
- D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.
- This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.
- 5. PAYMENTS.** Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.
- 6. PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:
- A. To make all payments when due and to perform or comply with all covenants.
 - B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.
 - C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.
- 7. CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property. Lender is authorized to do all things provided to be done by a mortgagee under section 1311.14 of the Ohio Revised Code.
- 8. DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.
- 9. PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims and actions against Mortgagor, and of any loss or damage to the Property.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

10. AUTHORITY TO PERFORM. If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

11. ASSIGNMENT OF LEASES AND RENTS. Mortgagor irrevocably grants, bargains, conveys and mortgages to Lender as additional security all the right, title and interest in and to any and all existing or future leases, subleases, and any other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications or substitutions of such agreements (all referred to as "Leases") and rents, issues and profits (all referred to as "Rents"). Mortgagor will promptly provide Lender with true and correct copies of all existing and future Leases. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default under the terms of this Security Instrument.

Mortgagor agrees that this assignment is immediately effective between the parties to this assignment and effective as to third parties on Mortgagor's default when Lender takes actual possession of the Property, when a receiver is appointed, when Lender commences a foreclosure on the Property or as the law otherwise provides, and this assignment will remain effective during any redemption period until the Secured Debt is satisfied. Mortgagor agrees that Lender may take actual possession of the Property without the necessity of commencing any legal action or proceeding and Mortgagor agrees that actual possession of the Property is deemed to occur when Lender notifies Mortgagor of the default and demands that Mortgagor and Mortgagor's tenants pay all Rents due and to become due directly to Lender. On receiving notice of default, Mortgagor will endorse and deliver to Lender any payment of Rents in Mortgagor's possession and will receive any Rents in trust for Lender and will not commingle the Rents with any other funds. Any amounts collected will be applied as provided in this Security Instrument. Mortgagor warrants that no default exists under the Leases or any applicable landlord/tenant law. Mortgagor also agrees to maintain and require any tenant to comply with the terms of the Leases and applicable law.

12. LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS. Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

13. DEFAULT. Mortgagor will be in default if any party obligated on the Secured Debt fails to make payment when due. Mortgagor will be in default if a breach occurs under the terms of this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt. A good faith belief by Lender that Lender at any time is

insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment or the value of the Property is impaired shall also constitute an event of default.

14. REMEDIES ON DEFAULT. In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

15. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS. Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Security Instrument. Mortgagor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. This Security Instrument shall remain in effect until released. Mortgagor agrees to pay for any recordation costs of such release.

16. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.

- B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
 - C. Mortgagor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.
 - D. Mortgagor shall immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.
- 17. CONDEMNATION.** Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.
- 18. INSURANCE.** Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debt. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.
- All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.
- Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.
- 19. ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

- 20. FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.
- 21. JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.
- 22. APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
- 23. NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.
- 24. WAIVERS.** Except to the extent prohibited by law, Mortgagor waives all rights of appraisement, marshalling of liens and assets, and homestead exemption rights relating to the Property. Mortgagor does hereby remise, release, and forever quitclaim all their right and title of dower in the Property to Lender.
- 25. OTHER TERMS.** If checked, the following are applicable to this Security Instrument:
- Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
 - Construction Loan.** This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.

- Fixture Filing.** Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property. This Security Instrument suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.

Riders. The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument. [Check all applicable boxes]

Condominium Rider Planned Unit Development Rider Other

Additional Terms.

SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

Security requirement on the data set on page 1.

Charles A. Smith (Signature) CHARLES A. SMITH (Signature)

Loan Originator Organization ID: [REDACTED] Originator ID: [REDACTED]
Loan Originator Organization: [REDACTED] Originator Name: ALEXANDRA L BULL
U.S. Bank National Association

ACKNOWLEDGMENT:

(Individual) STATE OF PA, COUNTY OF BUTLER
This instrument was acknowledged before me this 13 day of JULY 2015
by CHARLES A. SMITH, UNMARRIED

My commission expires:

(Seal)

Chester W. M.
(Norman Rockwell)



ALEXANDRA L. BULL
Notary Public, State of Ohio
Expires 12/03/2019
537 E. 7th Street, STE 300
Cincinnati, OH 45202

OHIO MORTGAGE (NOT FOR FNMA, FHLMC, FHA OR VA USE)

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(page 8 of 8)

EXHIBIT "A" LEGAL DESCRIPTION

Page: 1 of 1

Account #: 23972508
Order Date : 05/22/2015
Reference : [REDACTED]
Name : CHARLES SMITH
Deed Ref : [REDACTED]

Index #: [REDACTED]
Registered Land:
Parcel #: 591-0004-0078-00

SITUATE IN THE STATE OF OHIO, COUNTY OF HAMILTON, SPRINGFIELD TOWNSHIP, ENTIRE RANGE 1, TOWN 3, SECTION 18, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING KNOWN AS LOT 323 OF MODEL CITY SUBDIVISION, SECTION 1, BLOCK "E", AS RECORDED IN PLAT BOOK 79, PAGES 73 AND 74, OF THE PLAT RECORDS OF THE RECORDER OF HAMILTON COUNTY, OHIO.

SUBJECT TO ALL EASEMENTS, COVENANTS, CONDITIONS, RESERVATIONS, LEASES AND RESTRICTIONS OF RECORD, ALL LEGAL HIGHWAYS, ALL RIGHTS OF WAY, ALL ZONING, BUILDING AND OTHER LAWS, ORDINANCES AND REGULATIONS, ALL RIGHTS OF TENANTS IN POSSESSION, AND ALL REAL ESTATE TAXES AND ASSESSMENTS NOT YET DUE AND PAYABLE.

BEING THE SAME PROPERTY CONVEYED BY DEED RECORDED IN VOLUME 12769, PAGE 1158, OF THE HAMILTON COUNTY, OHIO RECORDS.

Form 668 (Y)(c)
(Rev. February 2004)

Department of the Treasury - Internal Revenue Service

Notice of Federal Tax Lien

Area: SMALL BUSINESS/SELF EMPLOYED AREA #2 Lien Unit Phone: (800) 913-6050	Serial Number [REDACTED]	For Optional Use by Recording Office
--	-----------------------------	--------------------------------------

As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

Horbert A. Nadel
Hamilton County Recorder's Office
Doc #: 17-0056800 Type: FED
Filed: 06/26/17 08:33:05 AM \$5.00
Rec.: 13446 00604 F 1 122

Name of Taxpayer CHARLES & DINITA SMITH

Residence 2363 WOODBLUFF CT
CINCINNATI, OH 45231-9239

IMPORTANT RELEASE INFORMATION: For each assessment listed below, unless notice of the lien is refiled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
1040	12/31/2014	[REDACTED]	04/10/2017	05/10/2027	23021.53
1040	12/31/2015	[REDACTED]	04/03/2017	05/03/2027	23824.21

Place of Filing COUNTY RECORDER HAMILTON COUNTY CINCINNATI, OH 45202	Total \$ 46845.74
---	-------------------

This notice was prepared and signed at DETROIT, MI, on this,

the 15th day of June, 2017.

Signature <i>Joan Flack</i> for BRENT FISSELL	Title REVENUE OFFICER (513) 975-6246	22-11-2987
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(NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax lien
Rev. Rul. 71-466, 1971 - 2 C.B. 409)

Part 1 - Kept By Recording Office

Form 668(Y)(c) (Rev. 2-2004)
CAT. NO 60025X

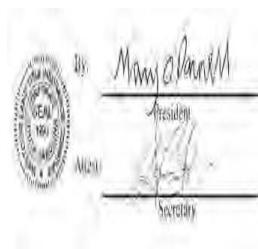


PRELIMINARY JUDICIAL REPORT

Issued by Westcor Land Title Insurance Company
GUARANTEE NO [REDACTED]

Issued by: Title365 Company

A handwritten signature in black ink that reads "Jim Beyer".



	Updated Preliminary Judicial Report
	ISSUED BY
	Westcor Land Title Insurance Company
	JUDICIAL REPORT NUMBER [REDACTED]

Title365 Company
 345 Rouser Rd
 Coraopolis, PA 15108

Order No.: [REDACTED]

Reference: [REDACTED]

Guaranteed Party Name:

Plaintiff in Judicial Action
 c/o Reisenfeld & Associates

,

Pursuant to your request for a Preliminary Judicial Report (hereinafter "the Report") for use in judicial proceedings, Westcor Land Title Insurance Company (hereinafter "the Company") hereby guarantees in an amount not to exceed \$ 26,927.28 that it has examined the public records in Hamilton County, Ohio as to the land described in Schedule A, that the record title to the land is at the date hereof vested in CHARLES A. SMITH, ALL DECEDENT'S INTEREST (BEING UNDIVIDED 1/2) by instrument recorded 12/09/2014 in Instrument Number: 14-0123446 Book/Page 12769/01158 and free from all encumbrances, liens or defects of record, except as shown in Schedule B.

This is a guarantee of the record title only and is made for the use and benefit of the Guaranteed Party and the purchaser at judicial sale thereunder and is subject to the Exclusions from Coverage, the Exceptions contained in Schedule B and the Conditions and Stipulations contained herein.

This Report shall not be valid or binding until it has been signed by either an authorized agent or representative of the Company and Schedules A and B have been attached hereto.

Effective Date: 07/17/2023

In Witness Whereof, Westcor Land Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Judicial Report shown in Schedule A.

Title365 Company



(This Judicial Report is valid only when Schedules A and B are attached)

This Jacket was created electronically and constitutes an original document

	Updated Preliminary Judicial Report
	ISSUED BY
	Westcor Land Title Insurance Company
Schedule A	JUDICIAL REPORT NUMBER [REDACTED]

DESCRIPTION OF LAND

SITUATE IN THE STATE OF OHIO, COUNTY OF HAMILTON, SPRINGFIELD TOWNSHIP, ENTIRE RANGE 1, TOWN 3, SECTION 18, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING KNOWN AS LOT 323 OF MODEL CITY SUBDIVISION, SECTION 1, BLOCK "E", AS RECORDED IN PLAT BOOK 79, PAGES 73 AND 74, OF THE PLAT RECORDS OF THE RECORDER OF HAMILTON COUNTY, OHIO.

SUBJECT TO ALL EASEMENTS, COVENANTS, CONDITIONS, RESERVATIONS, LEASES AND RESTRICTIONS OF RECORD, ALL LEGAL HIGHWAYS, ALL RIGHTS OF WAY, ALL ZONING, BUILDING AND OTHER LAWS, ORDINANCES AND REGULATIONS, ALL RIGHTS OF TENANTS IN POSSESSION, AND ALL REAL ESTATE TAXES AND ASSESSMENTS NOT YET DUE AND PAYABLE.

Being known as 11475 FIESTA CT , Cincinnati, OH 45240

Being the same premises conveyed from ESTATE OF KATHRYN A. SMITH, DECEASED to CHARLES A. SMITH, ALL DECEDENT'S INTEREST (BEING UNDIVIDED 1/2) in a deed dated 12/08/2014 and recorded date 12/09/2014 in INSTRUMENT NUMBER 14-0123446, BOOK 12769 , PAGE 01158 of the official records.

PPN: 591-0004-0078-00

SOURCE OF TITLE

TITLE ACQUIRED BY:

Deed Type:	CERTIFICATE OF TRANSFER
Grantors:	ESTATE OF KATHRYN A. SMITH, DECEASED
Grantees:	CHARLES A. SMITH, ALL DECEDENT'S INTEREST (BEING UNDIVIDED 1/2)
Dated:	December 8, 2014
Recorded Date:	December 9, 2014
Instrument Number:	14-0123446
Book and Page:	12769/01158

Deed Type:	GENERAL WARRANTY DEED
Grantors:	JOAN C. KLOENNE (WHO TOOK TITLE AS JOAN C. OTT) AND DAN KLOENNE, HER HUSBAND
Grantees:	CHARLES A. SMITH AND KATHRYN A. SMITH
Dated:	July 15, 1969
Recorded Date:	July 24, 1969
Book and Page:	3686/981

	Updated Preliminary Judicial Report
	ISSUED BY
	Westcor Land Title Insurance Company
Schedule B1	JUDICIAL REPORT NUMBER [REDACTED]

The matters shown below are exceptions to this Preliminary Judicial Report and the Company assumes no liability arising therefrom.

- General and Special City and/or County taxes, including any personal property taxes and any assessments collected with taxes, for the fiscal year 2022 :

FIRST HALF (1/2):	\$947.22	PAID
SECOND HALF (2/2):	\$947.22	PAID
Parcel No.:	591-0004-0078-00	
- A mortgage to secure an original indebtedness of \$40,000.00, and any other amounts or obligations secured thereby, recorded on: 08/10/2015 as BOOK 12964 PAGE 01425 INSTRUMENT NUMBER 15-0084374 of official records.

Dated:	07/13/2015
Mortgagor:	CHARLES A. SMITH, UNMARRIED
Mortgagee/Beneficiary:	U.S. BANK NATIONAL ASSOCIATION
- A mortgage to secure an original indebtedness of \$37,500.00, and any other amounts or obligations secured thereby, recorded on: 08/14/2015 as BOOK 12968 PAGE 01463 INSTRUMENT NUMBER 15-0086582 of official records.

Dated:	07/28/2015
Mortgagor:	CHARLES A. SMITH, UNMARRIED
Mortgagee/Beneficiary:	U.S. BANK NATIONAL ASSOCIATION
- STATE LIEN Amount: \$270.09 Dated Date: 07/01/2006 Recorded Date: 07/10/2006 Plaintiff/Filed By: STATE OF OHIO DEPARTMENT OF TAXATION Defendant/Debtor: KATHRYN SMITH Case No. 06-007364.
- SPOUSAL/ CHILD SUPPORT LIEN Amount: \$16,404.36 Dated Date: 05/14/2008 Recorded Date: 05/15/2008 Book: 10851 Page: 01286 Instrument Number: 08-0066317 Plaintiff/Filed By: HAMILTON COUNTY CHILD SUPPORT ENFORCEMENT AGENCY Defendant/Debtor: CHARLES A SMITH Case No. 7008412566/P93-4673X.
- SPOUSAL/ CHILD SUPPORT LIEN Amount: \$15,257.45 Dated Date: 05/14/2008 Recorded Date: 05/15/2008 Book: 10851 Page: 01287 Instrument Number: 08-0066318 Plaintiff/Filed By: HAMILTON COUNTY CHILD SUPPORT ENFORCEMENT AGENCY Defendant/Debtor: CHARLES A SMITH Case No. 7008412558/P91-2047X.
- STATE LIEN Amount: \$911.67 Dated Date: 02/21/2009 Recorded Date: 02/27/2009 Plaintiff/Filed By: STATE OF OHIO DEPARTMENT OF TAXATION Defendant/Debtor: KATHRYN SMITH Case No. 09-004369.
- STATE LIEN Amount: \$170.98 Dated Date: 12/05/2009 Recorded Date: 12/15/2009 Plaintiff/Filed By: STATE OF OHIO DEPARTMENT OF TAXATION Defendant/Debtor: CATHERINE I SMITH Case No. 09-023195.
- STATE LIEN Amount: \$1,103.52 Dated Date: 01/16/2010 Recorded Date: 02/01/2010 Plaintiff/Filed By: STATE OF OHIO DEPARTMENT OF TAXATION Defendant/Debtor: KATHRYN SMITH Case No. 10-002145.

- STATE LIEN Amount: \$453.48 Dated Date: 11/05/2011 Recorded Date: 03/29/2012 Plaintiff/Filed By: STATE OF OHIO DEPARTMENT OF TAXATION Defendant/Debtor: KATHRYN SMITH Case No. 12-005887.
- STATE LIEN Amount: \$606.31 Dated Date: 11/05/2011 Recorded Date: 03/29/2012 Plaintiff/Filed By: STATE OF OHIO DEPARTMENT OF TAXATION Defendant/Debtor: KATHRYN SMITH Case No. 12-005888.
- STATE LIEN Amount: \$538.67 Dated Date: 10/20/2012 Recorded Date: 10/31/2012 Plaintiff/Filed By: STATE OF OHIO DEPARTMENT OF TAXATION Defendant/Debtor: KATHLEEN P SMITH Case No. 12-024900.
- STATE LIEN Amount: \$309.62 Dated Date: 08/24/2013 Recorded Date: 09/05/2013 Plaintiff/Filed By: STATE OF OHIO DEPARTMENT OF TAXATION Defendant/Debtor: CATHY J SMITH Case No. 13-016313.
- STATE LIEN Amount: \$1,578.81 Dated Date: 02/01/2014 Recorded Date: 02/11/2014 Plaintiff/Filed By: STATE OF OHIO DEPARTMENT OF TAXATION Defendant/Debtor: CHARLES SMITH AND DINITA SMITH Case No. 14-002178.
- STATE LIEN Amount: \$215.51 Dated Date: 11/15/2014 Recorded Date: 11/24/2014 Plaintiff/Filed By: STATE OF OHIO DEPARTMENT OF TAXATION Defendant/Debtor: CHARLES SMITH AND DINITA SMITH Case No. 14-027131.
- SPOUSAL/ CHILD SUPPORT LIEN Amount: \$34,518.49 Dated Date: 04/25/2016 Recorded Date: 04/27/2016 Book: 13154 Page: 01187 Instrument Number: 16-0036630 Plaintiff/Filed By: HAMILTON COUNTY CHILD SUPPORT ENFORCEMENT AGENCY Defendant/Debtor: CHARLES SMITH Case No. 7008840097/P98-3159Z.
- SPOUSAL/ CHILD SUPPORT LIEN Amount: \$28,810.12 Dated Date: 05/02/2016 Recorded Date: 05/05/2016 Book: 13160 Page: 01263 Instrument Number: 16-0039234 Plaintiff/Filed By: HAMILTON COUNTY CHILD SUPPORT ENFORCEMENT AGENCY Defendant/Debtor: CHARLES SMITH Case No. 7008333960/P90-2836.
- SPOUSAL/ CHILD SUPPORT LIEN Amount: \$23,578.04 Dated Date: 03/24/2017 Recorded Date: 04/12/2017 Book: 13394 Page: 01944 Instrument Number: 17-0032448 Plaintiff/Filed By: HAMILTON COUNTY CHILD SUPPORT ENFORCEMENT AGENCY Defendant/Debtor: CHARLES SMITH Case No. 7008552346/F81-1179.
- FEDERAL TAX LIEN Amount: \$46,845.74 Dated Date: 06/15/2017 Recorded Date: 06/26/2017 Book: 13446 Page: 00604 Instrument Number: 17-0056800 Plaintiff/Filed By: DEPARTMENT OF THE TREASURY - INTERNAL REVENUE SERVICE Defendant/Debtor: CHARLES AND DINITA SMITH.
- STATE LIEN Amount: \$3,854.32 Dated Date: 11/23/2017 Recorded Date: 12/01/2017 Plaintiff/Filed By: STATE OF OHIO BUREAU OF WORKERS COMPENSATION Defendant/Debtor: CHARLES SMITH SR Case No. CJ06-005661.
- STATE LIEN Amount: \$3,858.73 Dated Date: 12/07/2017 Recorded Date: 12/14/2017 Book: 13564 Page: 00742 Instrument Number: 17-0113542 Plaintiff/Filed By: STATE OF OHIO BUREAU OF WORKERS' COMPENSATION Defendant/Debtor: CHARLES SMITH SR.
- JUDGMENT Amount: \$5,424.02 Dated Date: 09/10/2018 Recorded Date: 01/16/2019 Book: 19 Page: 000919 Plaintiff/Filed By: BARCLAYS BANK DELAWARE Defendant/Debtor: CHARLES SMITH Case No. 18CV16412.
- SPOUSAL/ CHILD SUPPORT LIEN Amount: \$14,749.36 Dated Date: 11/16/2020 Recorded Date: 11/16/2020 Book: 14296 Page: 02232 Instrument Number: 2020-0120389 Plaintiff/Filed By: KATHLEEN PHILLIPS AND

HAMILTON COUNTY CHILD SUPPORT ENFORCEMENT AGENCY Defendant/Debtor: CHARLES SMITH
Case No. 7103211970/P16-1136.

- STATE LIEN Amount: \$789.34 Dated Date: 03/25/2021 Recorded Date: 04/05/2021 Plaintiff/Filed By: STATE OF OHIO DEPARTMENT OF TAXATION Defendant/Debtor: CHARLES SMITH Case No. CJ10-020015.
- STATE LIEN Amount: \$4,248.03 Dated Date: 09/25/2021 Recorded Date: 10/07/2021 Plaintiff/Filed By: STATE OF OHIO DEPARTMENT OF TAXATION Defendant/Debtor: CHARLES SMITH Case No. CJ21-030118.
- STATE LIEN Amount: \$502.48 Dated Date: 01/22/2022 Recorded Date: 02/16/2022 Plaintiff/Filed By: STATE OF OHIO DEPARTMENT OF TAXATION Defendant/Debtor: ROXANE N SMITH AND CHARLES SMITH JR Case No. CJ22-006443.
- BANKRUPTCY Amount: \$0.00 Recorded Date: 03/24/2022 Instrument Number: NA Plaintiff/Filed By: NA Defendant/Debtor: NA Comment: CHARLES SMITH - COMMON NAME COMES BACK WITH NUMEROUS FINDINGS, PLEASE SEE ATTACHED RUN SHEETS.
- PENDING PROCEEDINGS FOR PROBATE IN THE MATTER OF THE ESTATE OF KATHRYN A. SMITH, DECEASED, FILED DECEMBER 5, 2014 AS CASE # 2014001665, RECORDED DECEMBER 9, 2014 AS INSTRUMENT NUMBER 14-0123445 IN BOOK 12769, PAGE 01156.

CONDITIONS AND STIPULATIONS OF THIS UPDATED PRELIMINARY JUDICIAL REPORT

1. Definition of Terms

“Guaranteed Party”: The party or parties named herein or the purchaser at judicial sale.

“Guaranteed Claimant”: Guaranteed Party claiming loss or damage hereunder.

“Land”: The land described specifically or by reference in Schedule A, and improvements affixed thereto, which by law constitute real property; provided however the term “land” does not include any property beyond the lines of the area specifically described or referred to in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, lanes, ways or waterways.

“Public Records”: Those records under state statute and, if a United States District Court resides in the county in which the Land is situated, the records of the clerk of the United States District Court, which impart constructive notice of matters relating to real property to purchasers for value without knowledge and which are required to be maintained in certain public offices in the county in which the land is situated.

2. Determination of Liability

This Report together with any Final Judicial Report or any Supplement or Endorsement thereof, issued by the Company is the entire contract between the Guaranteed Party and the Company.

Any claim of monetary loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest guaranteed hereby or any action asserting such claim, shall be restricted to this Report.

3. Liability of Company

This Report is a guarantee of the record title of the Land only, as disclosed by an examination of the Public Records herein defined.

4. Notice of Claim to be given by Guaranteed Party

In case knowledge shall come to the Guaranteed Party of any lien, encumbrance, defect, or other claim of title guaranteed against and not excepted in this Report, whether in a legal proceeding or otherwise, the Guaranteed Party shall notify the Company within a reasonable time in writing and secure to the Company the right to oppose such proceeding or claim, or to remove said lien, encumbrance or defect at its own cost. Any action for the payment of any loss under this Report must be commenced within one year after the Guaranteed Party receives actual notice that they may be required to pay money or other compensation for a matter covered by this Report or actual notice someone claims an interest in the Land covered by this Report.

5. Extent of Liability

The liability of the Company shall in no case exceed in all the amount stated herein and shall in all cases be limited to the actual loss, including but not limited to attorneys fees and costs of defense, only of the Guaranteed Claimant. Any and all payments under this Report shall reduce the amount of this Report *pro tanto* and the Company's liability shall terminate when the total amount of the Report has been paid.

6. Options to Pay or Otherwise Settle Claims; Termination of Liability

The Company in its sole discretion shall have the following options:

- a. To pay or tender to the Guaranteed Claimant the amount of the Report or the balance remaining thereof, less any attorneys fees, costs or expenses paid by the Company to the date of tender. If this option is exercised, all liability of the Company under this Report terminates including but not limited to any liability for attorneys fees, or any costs of defense or prosecution of any litigation.
- b. To pay or otherwise settle with other parties for or in the name of the Guaranteed Claimant any claims guaranteed by this Report.
- c. To continue, re-open or initiate any judicial proceeding in order to adjudicate any claim covered by this Report. The Company shall have the right to select counsel of its choice (subject to the right of the Guaranteed Claimant to object for reasonable cause) to represent the Guaranteed Claimant and will not pay the fees of any other counsel.
- d. To pay or tender to the Guaranteed Claimant the difference between the value of the estate or interest as guaranteed and the value of the estate or interest subject to the defect, lien or encumbrance guaranteed against by this Report.

7. Notices

All notices required to be given to the Company shall be given promptly and any statements in writing required to be furnished to the Company shall be addressed to WESTCOR LAND TITLE INSURANCE COMPANY, 875 Concourse Parkway South, Suite 200, Maitland, Florida 32751.

EXCLUSIONS FROM COVERAGE

1. The Company assumes no liability under this Report for any loss, cost or damage resulting from any physical condition of the Land.
2. The Company assumes no liability under this Report for any loss, cost or damage resulting from any typographical, clerical or other errors in the Public Records.
3. The Company assumes no liability under the Report for matters affecting title subsequent to the date of this Report or the Final Judicial Report or any supplement thereto.
4. The Company assumes no liability under this Report for the proper form or execution of any pleadings or other documents to be filed in any judicial proceedings.
5. The Company assumes no liability under this Report for any loss, cost, or damage resulting from the failure to complete service on any parties shown in Schedule B of the Preliminary Judicial Report and the Final Judicial Report or any Supplemental Report issued thereto.