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HAMILTON COUNTY CLERK OF COURTS**

**COMMON PLEAS DIVISION**

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**PAVAN PARIKH  
Clerk of Courts  
Hamilton County, Ohio  
CONFIRMATION 1356974**

**FIFTH THIRD BANK  
NATIONAL ASSOCIATION  
vs.  
LARRY D HARRIS**

**A 2303421**

**FILING TYPE: INITIAL FILING (FORECLOSURE-IN COUNTY)  
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**IN THE COURT OF COMMON PLEAS  
HAMILTON COUNTY, OHIO**

FIFTH THIRD BANK, NATIONAL  
ASSOCIATION  
5001 Kingsley Drive, 1MOBBX  
Cincinnati, OH 45227

CASE NO.

JUDGE:

Plaintiff,

**COMPLAINT FOR FORECLOSURE**

vs.

PPN: 510-0062-0082-00

LARRY D. HARRIS  
8845 PLANET DR  
CINCINNATI, OH 45231

**ALSO SERVE:**

1135 CARMANIA AVE  
CINCINNATI, OH 45238

UNKNOWN SPOUSE OF LARRY D. HARRIS, IF ANY  
8845 PLANET DR  
CINCINNATI, OH 45231

**ALSO SERVE:**

1135 CARMANIA AVE  
CINCINNATI, OH 45238

FIFTH THIRD BANK NATIONAL ASSOCATION  
SUCCESSOR BY MERGER TO FIFTH THIRD BANK  
c/o CORPORATION SERVICE CO.  
3366 RIVERSIDE DR STE 103  
UPPER ARLINGTON OH 43221

HAMILTON COUNTY CHILD SUPPORT ENFORCEMENT AGENCY  
c/o ANY OFFICER OR MANAGING AGENT  
222 EAST CENTRAL PARKWAY  
CINCINNATI OH 45202

Defendant(s).

6722-194240 / KS2

Plaintiff, FIFTH THIRD BANK, NATIONAL ASSOCIATION, ("Plaintiff") by and through undersigned counsel, for its Complaint against named Defendants states as follows:

**COUNT I**

1. Plaintiff is the party entitled to enforce a Note, the original of which is in Plaintiff's possession. A copy of the Note is attached hereto as Exhibit "A".
2. There has been a default under the terms of the Note. Plaintiff has performed all conditions precedent under the note and mortgage and has accelerated the debt.
3. There is due to Plaintiff from LARRY D. HARRIS, the sum of \$49,640.21, plus interest at the rate of 4.37500% percent per year from February 1, 2023, and as may be subsequently adjusted pursuant to the terms of the Note, plus court costs, advances and other charges as allowed by law.

**COUNT II**

4. Plaintiff incorporates the allegations contained above as if fully set forth herein and further states that the aforesaid Note is secured by a Mortgage which was filed for record on September 6, 2013, as Book 12409, Page 290, a copy of which is attached hereto as Exhibit "B". The parties to the Mortgage intended that it attach to the entire fee simple interest in the property, and the Mortgage is a valid and subsisting lien on the property.
5. Plaintiff is entitled to enforce the Mortgage. Copies of the merger/name change records are attached as Exhibit "C".
6. Plaintiff states that conditions of defeasance contained therein have been broken; Plaintiff has complied with all conditions precedent; and Plaintiff has the right to foreclose.
7. Pursuant to the covenants and conditions of the Mortgage, Plaintiff may, from time

to time, during the pendency of this action, advance sums to pay real estate taxes, hazard insurance premiums and property protection and maintenance.

8. Defendant, LARRY D. HARRIS, may claim to have some interest or lien upon the subject property arising from being a record owner of the subject property.

9. Defendant, UNKNOWN SPOUSE OF LARRY D. HARRIS, IF ANY, may claim to have some interest or lien upon the subject property arising from or by virtue of being the current spouse of a party with interest. Plaintiff states that it cannot discover the name of said Defendant.

10. Defendant, FIFTH THIRD BANK NATIONAL ASSOCIATION SUCCESSOR BY MERGER TO FIFTH THIRD BANK, may claim to have some interest or lien upon the subject property arising from a mortgage, as identified in the Preliminary Judicial Report.

11. Defendant, HAMILTON COUNTY CHILD SUPPORT ENFORCEMENT AGENCY, may claim to have some interest or lien upon the subject property arising from a claim of lien, as identified in the Preliminary Judicial Report.

12. A copy of the Preliminary Judicial Report is attached hereto as Exhibit "D".

#### **REQUEST FOR RELIEF**

**WHEREFORE**, Plaintiff requests the following relief:

A. Judgment against Defendant, LARRY D. HARRIS, in the sum of \$49,640.21, plus interest at the rate of 4.37500% percent per year from February 1, 2023, and as may be subsequently adjusted pursuant to the terms of the Note, plus late fees as permitted, title charges, court costs, and charges and expenses as permitted by law, and expenses for the preservation and maintenance of the real estate, unless Defendant-Borrower(s)' personal liability for the indebtedness has been discharged in a bankruptcy or Defendant-Borrower is in an active

bankruptcy or Borrower is deceased, in which case Plaintiff seeks solely *in rem* judgment and not a personal judgment.

B. Declaration that except for real estate taxes and assessments that may be due and owing, Plaintiff's Mortgage is a valid lien upon the real estate described herein; that the equity of redemption and dower of Defendants 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 estate or forever be barred from asserting same.

C. Order the subject real estate to be sold free and clear of all liens, claims and interest by the sheriff of this County or private selling officer; that the 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,



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Jeffrey Helms (0075659)  
Ashley Rothfuss (0083605)  
Paul M. Nalepka (0040796)  
W. Scott Leaman (0092336)  
Diaz Anselmo & Associates, P.A.  
Attorneys for Plaintiff  
P.O. Box 19519  
Fort Lauderdale, FL 33318  
Telephone: (630) 453-6960  
Facsimile: (630) 428-4620  
Service E-mail: answersms@dallegal.com

**Pursuant to the Fair Debt Collection Practices Act, you are advised that Diaz Anselmo & Associates, P.A. is deemed to be a debt collector and any information obtained may be used for that purpose.**

# Exhibit A

## NOTE

Multistate

FHA Case No.

August 28, 2013

[Date]

8845 Planet Dr  
 Cincinnati, OH 45231  
 [Property Address]

### 1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means Fifth Third Mortgage Company

and its successors and assigns.

### 2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of Sixty One Thousand One Hundred Twenty Nine And Zero/100

Dollars (U.S. \$61,129.00), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of Four and three eighths

percent ( 4.375 %) per year until the full amount of principal has been paid.

### 3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

### 4. MANNER OF PAYMENT

#### (A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on October 01, 2013. Any principal and interest remaining on the first day of September, 2043, will be due on that date, which is called the "Maturity Date."

#### (B) Place

Payment shall be made at P.O. Box 630170, Cincinnati, OH 45263  
 or at such place as Lender may designate in writing by notice to Borrower.

#### (C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. \$ 305.21. This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

#### (D) Allonge to this Note for payment adjustments

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. [Check applicable box]

Graduated Payment Allonge  Growing Equity Allonge  Other [specify]

## 5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

## 6. BORROWER'S FAILURE TO PAY

### (A) Late Charge for Overdue Payments

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of **Four**

percent (**4.000 %**) of the overdue amount of each payment.

### (B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

### (C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

## 7. WAIVERS

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

## 8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

## 9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

*Larry D. Moore* \_\_\_\_\_ (Seal)  
Larry D. Harris \_\_\_\_\_ -Borrower \_\_\_\_\_ (Seal)  
-Borrower  
  
\_\_\_\_\_ (Seal)  
-Borrower \_\_\_\_\_ (Seal)  
-Borrower

*[Sign Original Only]*

- Refer to the attached *Signature Addendum* for additional parties and signatures.

Fixed Rate Note  
VMP ©  
Wolters Kluwer Financial Services

VMP1R (1103) 01  
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WITHOUT RE COURSE  
PAY TO THE ORDER OF

FIFTH THIRD MORTGAGE COMPANY

BY: Stephen Johnson  
Stephen Johnson, SVP

# Exhibit B

Wayne Coates  
 Hamilton County Recorders Office  
 Doc #: 13-0125050 Type: MT  
 Filed: 09/06/13 07:11:45 AM \$108.00  
 Off.Rec.: 12409 00290 F W51 12 61

b1240900290Fb

Return To:

Fifth Third Mortgage Company  
5001 Kingsley DR, MD: 1MOCBQ, Cincinnati, OH 45227

[Space Above This Line For Recording Data]

State of Ohio

## OPEN-END MORTGAGE

FHA Case No.

[REDACTED]

THIS MORTGAGE ("Security Instrument") is given on August 28, 2013  
 The Mortgagor is Larry D Harris, an unmarried man and

whose current mailing address is 2218 West N Bend Rd, N College Hl, OH 45239

("Borrower"). This Security Instrument is given to Fifth Third Mortgage Company

which is organized and existing under the laws of the state of Ohio, and  
 whose address is 5001 Kingsley DR, MD: 1MOCBQ, Cincinnati, OH 45227  
 ("Lender"). Borrower owes Lender the principal sum of  
Sixty One Thousand One Hundred Twenty Nine And Zero/100  
Dollars (U.S. \$ 61,129.00).

FHA Open-End Mortgage-OH  
 VMP ®  
 Wolters Kluwer Financial Services

FHA 4/96  
 VMP4R(OH) (0902)  
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LDH

[REDACTED]

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **September 01, 2043**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to the Lender the following described property located in **Hamilton** County, Ohio: **See Attached**

Parcel ID Number: **510-0062-0082-00-**  
 which has the address of **8845 Planet Dr** [Street]  
**Cincinnati** [City], Ohio **45231** [Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

FHA Open-End Mortgage-OH  
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FHA 4/96  
 VMP4R(OH) (0902)  
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*LJH*

Borrower and Lender covenant and agree as follows:

**UNIFORM COVENANTS.**

**1. Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

**2. Monthly Payment of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 *et seq.* and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

**3. Application of Payments.** All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

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Third, to interest due under the Note;  
Fourth, to amortization of the principal of the Note; and  
Fifth, to late charges due under the Note.

**4. Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

**5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

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**6. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

**7. Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**8. Fees.** Lender may collect fees and charges authorized by the Secretary.

**9. Grounds for Acceleration of Debt.**

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or

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(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

**10. Reinstatement.** Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

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**11. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**13. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**14. Governing Law; Severability.** This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**15. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

**16. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

*S DH*

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**17. Assignment of Rents.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

**18. Foreclosure Procedure.** If Lender requires immediate payment in full under Paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 18, including, but not limited to, costs of title evidence.

FHA Open-End Mortgage-OH

VMP ®

Wolters Kluwer Financial Services

FHA 4/96

VMP4R(OH) (0902)

Page 8 of 11

*L D H*

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

**19. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall discharge this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

**20. Advances to Protect Security.** This Security Instrument shall secure the unpaid balance of advances made by Lender, with respect to the Property, for the payment of taxes, assessments, insurance premiums and costs incurred for the protection of the Property.

**21. Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)].

Condominium Rider

Planned Unit Development Rider

Growing Equity Rider

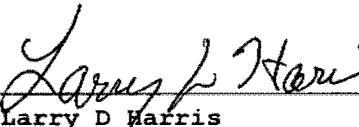
Graduated Payment Rider

Other [specify]



BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

  
Larry D. Harris (Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower (Seal)  
-Borrower

(Seal)  
-Borrower (Seal)  
-Borrower

(Seal)  
-Borrower (Seal)  
-Borrower

FHA Open-End Mortgage-OH  
VMP ®  
Wolters Kluwer Financial Services

FHA 4/96  
VMP4R(OH) (0902)  
Page 10 of 11

STATE OF OHIO, Hamilton

County ss:

This instrument was acknowledged before me this 28th day of August, 2013, by  
**Larry D Harris**  
unmarried.

My Commission Expires:



(Seal)

RAVEN CLIFTON  
 Notary Public, State of Ohio  
 My Commission Expires  
 May 13, 2017

A handwritten signature of "Raven Clifton" in black ink, followed by a horizontal line.

Notary Public  
 This instrument was prepared by:  
**Fifth Third Mortgage Company**

---

FHA Open-End Mortgage-OH  
 VMP ®  
 Wolters Kluwer Financial Services

FHA 4/96  
 VMP4R(OH) (0902)  
 Page 11 of 11

File No.: [REDACTED]

**EXHIBIT A – LEGAL DESCRIPTION**

Situated in Colerain Township, Hamilton County, and State of Ohio:

Situate in Colerain Township, Hamilton County, Ohio, and being known, numbered and designated as Lot No. 276, Skyline Acres Subdivision, Block "B", Part 2, as found of record in Plat Book 89, Pages 23, 24 and 25 of the Hamilton County, Ohio Records.

Parcel #: 510-0062-0082-00

Property More Commonly Known As:

8845 Planet Dr.

Cincinnati, OH 45231

(Y)

W - S |

**RETURN TO:  
PRIORITY NATIONAL SERVICES  
7967 CINCINNATI-DAYTON RD, STE A  
WEST CHESTER, OH 45069**

# Exhibit C

DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	CERT	COPY
01/02/2019	201836502538	Merger (MER)	99.00	0.00	0.00	0.00

## Receipt

This is not a bill. Please do not remit payment.

DINSMORE & SHOHL  
CHRISTIAN GONZALEZ  
191 W. NATIONWIDE BLVD., SUITE 300  
COLUMBUS, OH 43215

## STATE OF OHIO CERTIFICATE

**Ohio Secretary of State, Jon Husted**

**877750**

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

**FIFTH THIRD BANK**

and, that said business records show the filing and recording of:

Document(s)

Document No(s):

**Merger**

**201836502538**

**Effective Date: 01/01/2019**



United States of America  
State of Ohio  
Office of the Secretary of State

Witness my hand and the seal of the  
Secretary of State at Columbus, Ohio this  
2nd day of January, A.D. 2019.

**Ohio Secretary of State**

DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	CERT	COPY
01/02/2019	201836502538	MERGED OUT OF EXISTENCE (MEX)	0.00	0.00	0.00	0.00

### Receipt

This is not a bill. Please do not remit payment.

DINSMORE & SHOHL  
CHRISTIAN GONZALEZ  
191 W. NATIONWIDE BLVD., SUITE 300  
COLUMBUS, OH 43215

## STATE OF OHIO CERTIFICATE

**Ohio Secretary of State, Jon Husted  
668805**

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

**FIFTH THIRD MORTGAGE COMPANY**

and, that said business records show the filing and recording of:

Document(s)

Document No(s):

**MERGED OUT OF EXISTENCE**

**201836502538**

**Effective Date: 01/01/2019**



United States of America  
State of Ohio  
Office of the Secretary of State

Witness my hand and the seal of the  
Secretary of State at Columbus, Ohio this  
2nd day of January, A.D. 2019.

A handwritten signature of Jon Husted.

**Ohio Secretary of State**



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	CERT	COPY
01/02/2019	201836502538	Merger (MER)	99.00	0.00	0.00	0.00

### Receipt

This is not a bill. Please do not remit payment.

DINSMORE & SHOHL  
CHRISTIAN GONZALEZ  
191 W. NATIONWIDE BLVD., SUITE 300  
COLUMBUS, OH 43215

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Document No(s):

**Merger**

**201836502538**

**Effective Date: 01/01/2019**



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**Ohio Secretary of State**

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01/02/2019	201836502538	MERGED OUT OF EXISTENCE (MEX)	0.00	0.00	0.00	0.00

### Receipt

This is not a bill. Please do not remit payment.

DINSMORE & SHOHL  
CHRISTIAN GONZALEZ  
191 W. NATIONWIDE BLVD., SUITE 300  
COLUMBUS, OH 43215

## STATE OF OHIO CERTIFICATE

**Ohio Secretary of State, Jon Husted  
668805**

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**FIFTH THIRD MORTGAGE COMPANY**

and, that said business records show the filing and recording of:

Document(s)

Document No(s):

**MERGED OUT OF EXISTENCE**

**201836502538**

**Effective Date: 01/01/2019**



United States of America  
State of Ohio  
Office of the Secretary of State

Witness my hand and the seal of the  
Secretary of State at Columbus, Ohio this  
2nd day of January, A.D. 2019.

A handwritten signature of Jon Husted.

**Ohio Secretary of State**



Office of the Comptroller of the Currency

Washington, DC 20219

**CERTIFICATE OF CORPORATE EXISTENCE**

I, Joseph Otting, Comptroller of the Currency, do hereby certify that:

1. The Comptroller of the Currency, pursuant to Revised Statutes 324, et seq, as amended, and 12 USC 1, et seq, as amended, has possession, custody, and control of all records pertaining to the chartering, regulation, and supervision of all national banking associations.
2. "Fifth Third Bank, National Association," Cincinnati, Ohio (Charter No. 25190), is a national banking association formed under the laws of the United States and is authorized thereunder to transact the business of banking on the date of this certificate.

IN TESTIMONY WHEREOF, today,

November 15, 2019, I have hereunto  
subscribed my name and caused my seal  
of office to be affixed to these presents at  
the U.S. Department of the Treasury, in  
the City of Washington, District of  
Columbia



  
\_\_\_\_\_  
Comptroller of the Currency



CHICAGO TITLE  
INSURANCE COMPANY

## Exhibit D

### PRELIMINARY JUDICIAL REPORT

Issued by

CHICAGO TITLE INSURANCE COMPANY

Order No.: 230347014

GUARANTEED PARTY: FIFTH THIRD MORTGAGE COMPANY

GUARANTEED PARTY ADDRESS: 5001 KINGSLEY DR, MD: 1MOCBQ, CINCINNATI, OH 45227

Pursuant to your request for a Preliminary Judicial Report (hereinafter "the Report") for use in judicial proceedings, CHICAGO TITLE INSURANCE COMPANY (hereinafter "the Company") hereby guarantees in an amount not to exceed \$49,640.21. 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 LARRY D HARRIS by instrument recorded in Book 12409, Page 288, Instrument No. 13-0125049 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: 07/14/2023

Issued By: SERVICELINK, LLC.

CHICAGO TITLE INSURANCE COMPANY

By:

Michael J. Nolan  
President

ATTEST:   
Marjorie Nemzura  
Secretary

Signed By:

AUTHORIZED SIGNATORY



CHICAGO TITLE  
INSURANCE COMPANY

**SCHEDULE A  
DESCRIPTION OF LAND**

SITUATED IN COLERAIN TOWNSHIP, HAMILTON COUNTY, AND STATE OF OHIO:

SITUATE IN COLERAIN TOWNSHIP, HAMILTON COUNTY, OHIO, AND BEING KNOWN, NUMBERED AND DESIGNATED AS LOT NO. 276, SKYLINE ACRES SUBDIVISION, BLOCK "B", PART 2, AS FOUND OF RECORD IN PLAT BOOK 89, PAGES 23, 24 AND 25 OF THE HAMILTON COUNTY, OHIO RECORDS.

PARCEL #: 510-0062-0082-00

PROPERTY MORE COMMONLY KNOWN AS:

8845 PLANET DR.

CINCINNATI, OH 45231



CHICAGO TITLE  
INSURANCE COMPANY

## SCHEDULE B

The matters shown below are exceptions to this Preliminary Judicial Report and the company assumes no liability arising there from:

1. TRANSFER ON DEATH DESIGNATION AFFIDAVIT BY LARRY D HARRIS RECORDED 07/19/2022 IN BOOK 14711 PAGE 2219, INSTRUMENT NO. 2022-0071048, HAMILTON COUNTY RECORDS.
2. GENERAL AND SPECIAL STATE, COUNTY AND/OR CITY PROPERTY TAXES FOR THE FISCAL YEAR 2022, AS FOLLOWS:  
ASSESSOR'S PARCEL NO. : 510-0062-0082-00  
ASSESSOR'S TAX ID: 510-0062-0082-00  
TOTAL : \$1,864.48  
FIRST INSTALLMENT : \$936.02 PAID (DUE DATE:N/A)  
SECOND INSTALLMENT : \$928.46 OPEN (DUE DATE:N/A)  
LAND VALUE : \$6,900.00  
IMPROVEMENT VALUE : \$21,400.00  
EXEMPTION:  
SPECIAL ASSESSMENT:N/A  
NOTES:
3. SUBJECT TO EASEMENTS, RESTRICTIONS, SETBACK LINES, DECLARATIONS, COVENANTS, RESERVATION, AND RIGHT-OF WAY, IF ANY THAT WERE FILED FOR RECORD PRIOR TO THE LIEN BEING FORECLOSED.
4. ANY LEASE, GRANT, EXCEPTION OR RESERVATION OF MINERALS OR MINERAL RIGHTS TOGETHER WITH ANY RIGHTS APPURtenant THERETO.
5. OIL AND GAS LEASES, PIPELINE AGREEMENTS OR ANY OTHER INSTRUMENTS RELATED TO THE PRODUCTION OR SALE OF OIL AND GAS WHICH MAY ARISE SUBSEQUENT TO THE DATE OF THE POLICY.
6. ANY INACCURACY IN THE AREA, SQUARE FOOTAGE, OR ACREAGE OF LAND DESCRIBED IN SCHEDULE A OR ATTACHED PLAT, IF ANY. THE COMPANY DOES NOT INSURE THE AREA, SQUARE FOOTAGE, OR ACREAGE OF THE LAND.
7. SUBJECT TO CHILD SUPPORT LIEN FILED 09/17/2008 AGAINST LARRY HARRIS, BY HAMILTON COUNTY CHILD SUPPORT ENFORCEMENT AGENCY, IN THE AMOUNT OF \$17,747.05, PLUS INTEREST AND COSTS, IN BOOK 10952, PAGE 322, INSTRUMENT NO. 08-0127250 OF HAMILTON COUNTY RECORDS. ATTORNEY INFORMATION IS NOT AVAILABLE OR DOES NOT APPLY.  
CASE NUMBER 7008741360/P97-3240Z
8. SUBJECT TO CHILD SUPPORT LIEN FILED 09/09/2011 AGAINST LAWRENCE HARRIS, BY HAMILTON COUNTY CHILD SUPPORT ENFORCEMENT AGENCY, IN THE AMOUNT OF \$18,801.02, PLUS INTEREST AND COSTS, IN BOOK 11818, PAGE 259, INSTRUMENT NO. 11-0102557 OF HAMILTON COUNTY RECORDS. ATTORNEY INFORMATION IS NOT AVAILABLE OR DOES NOT APPLY.  
CASE NUMBER 7076801484/DR0902518
9. SUBJECT TO MORTGAGE FROM LARRY D HARRIS TO FIFTH THIRD MORTGAGE COMPANY IN BOOK 12409, PAGE 290, INSTRUMENT NO. 13-0125050 IN THE AMOUNT OF \$61,129.00, OPEN ENDED TO \$61,129.00, DATED 08/28/2013, RECORDED 09/06/2013, IN HAMILTON COUNTY RECORDS.  
NO CONDO/PUD RIDER

**SCHEDULE B**

**(Continued)**

10. SUBJECT TO CHILD SUPPORT LIEN FILED 06/03/2016 AGAINST LARRY HARRIS, BY HAMILTON COUNTY CHILD SUPPORT ENFORCEMENT AGENCY, IN THE AMOUNT OF \$28,887.85, PLUS INTEREST AND COSTS, IN BOOK 13180, PAGE 1164, INSTRUMENT NO. 16-0049389 OF HAMILTON COUNTY RECORDS. ATTORNEY INFORMATION IS NOT AVAILABLE OR DOES NOT APPLY.  
CASE NUMBER 7008583150/24433
11. SUBJECT TO CHILD SUPPORT LIEN FILED 07/26/2016 AGAINST LARRY HARRIS, BY HAMILTON COUNTY CHILD SUPPORT ENFORCEMENT AGENCY, IN THE AMOUNT OF \$19,163.57, PLUS INTEREST AND COSTS, IN BOOK 13216, PAGE 600, INSTRUMENT NO. 16-0067513 OF HAMILTON COUNTY RECORDS. ATTORNEY INFORMATION IS NOT AVAILABLE OR DOES NOT APPLY.  
CASE NUMBER 7008583176/P92-2247X
12. SUBJECT TO MORTGAGE FROM LARRY D HARRIS AND BELINDA R. HARRIS, HUSBAND AND WIFE TO FIFTH THIRD BANK IN BOOK 14024, PAGE 825, INSTRUMENT NO. 2019-0089986 IN THE AMOUNT OF \$20,300.00, DATED 08/27/2017, RECORDED 10/16/2019, IN HAMILTON COUNTY RECORDS.  
MASTER MORTGAGE FORM WAS RECORDED 06/08/2004 IN BOOK 9640 PAGE 2692, INSTRUMENT NO. 04-0134268
13. SUBJECT TO CHILD SUPPORT LIEN FILED 06/29/2021 AGAINST LAWRENCE HARRIS, BY HAMILTON COUNTY CHILD SUPPORT ENFORCEMENT AGENCY, IN THE AMOUNT OF \$25,942.16, PLUS INTEREST AND COSTS, IN BOOK 14448, PAGE 2715, INSTRUMENT NO. 2021-0078965 OF HAMILTON COUNTY RECORDS. ATTORNEY INFORMATION IS NOT AVAILABLE OR DOES NOT APPLY.  
CASE NUMBER 7083293204/P20-1329

**CONDITIONS AND STIPULATIONS  
OF THIS 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 to 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: CHICAGO TITLE INSURANCE COMPANY

P.O. BOX 45023  
JACKSONVILLE, FL 32232-5023  
Attn: Claims Department