



**PAVAN PARIKH  
HAMILTON COUNTY CLERK OF COURTS**

**COMMON PLEAS DIVISION**

**ELECTRONICALLY FILED  
August 18, 2023 10:34 AM**

**PAVAN PARIKH  
Clerk of Courts  
Hamilton County, Ohio  
CONFIRMATION 1359235**

**FIFTH THIRD BANK  
NATIONAL ASSOCIATION  
FKA FIFTH TH  
VS.  
JEREMY DENZEL DAVIS  
INDIVIDUALLY**

**A 2303496**

**FILING TYPE: INITIAL FILING (FORECLOSURE-IN COUNTY)**

**PAGES FILED: 22**

**IN THE COURT OF COMMON PLEAS  
HAMILTON COUNTY, OHIO**

FIFTH THIRD BANK, NATIONAL  
ASSOCIATION FKA FIFTH THIRD BANK  
5001 KINGSLEY DRIVE  
CINCINNATI, OH 45227

Plaintiff,

vs.

JEREMY DENZEL DAVIS,  
INDIVIDUALLY AND AS TRUSTEE OF  
THE JEREMY DENZEL DAVIS TRUST  
5216 READING ROAD APT. 2  
CINCINNATI, OH 45237

JANE DOE, NAME UNKNOWN, SPOUSE  
OF JEREMY DENZEL DAVIS  
5216 READING ROAD APT. 2  
CINCINNATI, OH 45237

THE UNKNOWN HEIRS, DEVISEES,  
LEGATEES, EXECUTORS,  
ADMINISTRATORS, SPOUSES AND  
ASSIGNS AND THE UNKNOWN  
GUARDIANS OF MINOR OR  
INCOMPETENT HEIRS OF  
GREGORY J. DAVIS  
ADDRESS UNKNOWN

STATE OF OHIO, DEPARTMENT OF  
MEDICAID  
50 WEST TOWN STREET, SUITE 400  
COLUMBUS, OH 43215

Defendant(s).

CASE NO. \_\_\_\_\_

**COMPLAINT IN FORECLOSURE –  
IN REM ONLY**

Permanent Parcel No: 243-0003-0040-00

**COUNT ONE**

1. Plaintiff is entitled to enforce a note, which has been duly endorsed, the original of which is in plaintiff's possession. A copy of the note is attached hereto as Exhibit A.



23-11716 FC01

2. There has been a default under the terms of the note; plaintiff has performed all conditions precedent; and plaintiff has properly accelerated the debt.

3. There is due to plaintiff, upon the note, the principal balance of \$18,283.23, with interest of 9.4900% per year from November 25, 2022, and as may be subsequently adjusted pursuant to the terms of the Note, plus court costs, advances, and other charges as allowed by law.

4. Laverne R. Davis died on September 17, 2021; therefore, she will not be named as a defendant in this action. A copy of the Certificate of Death is attached hereto as Exhibit B.

5. Gregory J. Davis died on January 16, 2023; therefore, he will not be named as a defendant in this action.

COUNT TWO

6. Plaintiff incorporates the allegations of Count One and further states that the note is secured by a mortgage, a copy of which is attached hereto as Exhibit C. The mortgage is a valid lien upon the real estate described in the legal description attached hereto as Exhibit D (herein referred to as the “Real Property”).

7. The mortgage given by Gregory J. Davis and Laverne R. Davis, was filed for record on March 27, 2017, as Book 13382, Page 566, of the county recorder's records. The terms for the subject mortgage are referenced in the Master Mortgage filed for record on June 8, 2004, as Book 9640, Page 2692. The conditions of defeasance contained therein have been broken; plaintiff has complied with all conditions precedent; and plaintiff is entitled to have said mortgage foreclosed. A copy of the merger document for Fifth Third Bank, National Association fka Fifth Third Bank is attached hereto as Exhibit E.

8. Plaintiff cannot currently discover the names of Defendants the Unknown Heirs, Devisees, Legatees, Executors, Administrators, Spouses and Assigns and the Unknown Guardians of Minor or Incompetent Heirs of Gregory J. Davis who may claim an interest in Real Property.

9. Defendant Jeremy Denzel Davis may claim an interest in the Real Property by virtue of being a known heir of Gregory J. Davis and by virtue of being listed as the Trustee of the Jeremy Denzel Davis Trust on a fraudulent deed filed for record on 03/29/2023, as Book 14883, Page 123 of the county recorder's records. Said deed was not executed by the then-titleholder, Gregory J. Davis.

10. Plaintiff cannot currently discover the real name of Defendant Jane Doe, name unknown, spouse of Jeremy Denzel Davis who may claim an interest in the Real Property by virtue of being the spouse of the known heir Jeremy Denzel Davis.

11. Defendant State of Ohio, Department of Medicaid may claim an interest in the Real Property by virtue of the following:

a judgment lien filed for record on 04/18/2022, as Book 14648, Page 777; and/or

a judgment lien filed for record on 04/24/2023, as Book 14901, Page 440, in the county recorder's records; and any other interest Defendant may have in the Real Property.

WHEREFORE, plaintiff prays for an *IN REM* judgment for the principal balance of \$18,283.23, plus interest at 9.4900% per year from November 25, 2022, and as may be subsequently adjusted pursuant to the terms of the Note, plus court costs, advances, and other charges, as allowed by law; that plaintiff's mortgage be adjudged a valid lien upon the Real Property, and that said mortgage be foreclosed; that the Real Property may be ordered sold free and clear of all liens, claims and interests, and that plaintiff be paid out of the proceeds of such sale; for such other relief, legal and equitable, as may be proper and necessary; and that all the other defendants herein be required to set up their liens or interests in the Real Property or be forever barred from asserting same.

Respectfully Submitted,

/s/ Benjamin M. Rodriguez

Benjamin M. Rodriguez (0079289)

Robert H. Young (0036743)

Mark N. Dierks (0040668)

Lori R. Leach (0069629)

BROCK & SCOTT, PLLC

Attorneys for Plaintiff

6725 Miami Ave., Suite 202

Cincinnati, OH 45243

Phone: 866-519-1889

Fax: (513) 492-2016

Ben.Rodriguez@brockandscott.com

23-11716 FC01



## EQUITY FLEXLINE CREDIT AGREEMENT, SECURITY AGREEMENT and FEDERAL TRUTH IN LENDING INITIAL DISCLOSURE

[REDACTED]

In consideration of the agreement by **FIFTH THIRD BANK** (hereinafter referred to as the "Lender") to open an Equity Flexline Account ("Account") in the amount of \$ **Thirty Thousand AND 00/100 Dollars (\$ 30,000.00 )** whereby you (includes all borrowers jointly and severally) may receive periodic extensions of credit (loan advances) by writing a check or using any other method of access we offer to draw an extension of credit on said Account from the date of this agreement until **March 25, 2027** (the "Revolving Period"), you hereby agree as follows:

### FINANCE CHARGE

1. When you desire an extension of credit hereunder, you will use an Account check or other method offered by the Lender, or transfer funds from the Account by other means acceptable to Lender. The amount of advance will be no greater than the amount of credit available on your Account at that time. There is no minimum credit advance required. Upon Lender's request, you will surrender any Account checks or other access device in your possession.
2. All extensions of credit drawn on your Account, plus other charges and fees, insurance premiums, if applicable, and unpaid finance charges will be debited to your Account. You agree to pay back all such amounts as specified in paragraph 11.
3. You will promptly notify Lender in writing of any change of address, billing errors appearing on your periodic statement and of any loss or unauthorized use of your Account checks or other method of access we offer. Upon request of Lender, usually once a year, you agree to provide information on your current financial condition by completing a personal financial statement.
4. All payments will be credited promptly and in no event more than five days after receipt by Lender. Payments received prior to 5:00 p.m. on a business day at the address printed on the payment coupon portion of your statement will be credited to the Account on that business day.
5. Lender reserves the right to refuse to honor any request for advance drawn on your Account which does not conform to the requirements of this Agreement. Lender may also refuse to honor a request for advance drawn on your Account if to do so would cause the balance of your Account, according to Lender records, to exceed your credit limit in effect at that time. However, Lender at its discretion may honor such advance, despite the fact it would cause your Account balance to exceed your credit limit. Should Lender so honor such a request which causes the Account balance to exceed your credit limit, such excess shall be unsecured. Lender may, at its discretion, withhold a portion of the available credit on your Account up to the amount of any payment made in order to assure that your check or other payment instrument is honored.
6. A **FINANCE CHARGE** will be imposed from the date of posting of each advance on the daily balance of the Account until payment in full is entered to your Account.
7. We calculate the **FINANCE CHARGE** on your Account by applying the **ANNUAL PERCENTAGE RATE**, figured on a daily basis, times the daily balance of your Account. To get the daily beginning balance of your Account each day, add new advances, and subtract any payment or credits and unpaid finance charges. The **FINANCE CHARGE** during each billing cycle will be the sum of the daily **FINANCE CHARGES** so calculated. The **ANNUAL PERCENTAGE RATE** corresponding to the periodic rate does not include any costs other than interest.
8. The **ANNUAL PERCENTAGE RATE** on your Account will be the highest Prime Rate as published in the Eastern Edition of The Wall Street Journal "Money Rates" table, plus **1.240 %**. Changes in the **ANNUAL PERCENTAGE RATE** will be effective on the first business day of the month following the day a change in Prime Rate is published in The Wall Street Journal. The **ANNUAL PERCENTAGE RATE** is subject to a lifetime floor and will never fall below **2.740 %**. The **ANNUAL PERCENTAGE RATE** will never exceed **25 %** or the highest rate allowed by law, whichever is less. The new rate will be reflected on your periodic statements. An increase in the index may result in an increase in your minimum monthly payment and your principal balance.

9. If the FINANCE CHARGE so computed is less than \$.50 for a billing cycle, a minimum FINANCE CHARGE of \$.50 may be charged.

10. INITIAL ACCOUNT RATE: The current ANNUAL PERCENTAGE RATE for this Account is 4.990 %. The corresponding daily periodic rate is 0.013 %.

#### PAYMENTS AND FEES

11. TERM AND PAYMENT REQUIREMENTS: You may obtain loan advances during the Revolving Period. During the Revolving Period your payment will be due Monthly and will equal the finance charges that accrued on the outstanding balance during the preceding billing period. Making the minimum payment will not reduce your principal balance during the Revolving Period. After the Revolving Period ends, you will no longer be able to obtain loan advances and you must repay all outstanding amounts by March 25, 2047 the ("Maturity Date"). The period between the end of the Revolving Period and the Maturity Date is the Repayment Period. During the Repayment Period your payment will be due Monthly and will equal the greater of a) the Account balance at the end of the preceding billing period that is not subject to a fixed rate lock, minus previously billed and unpaid principal, divided by the number of payments remaining in the Repayment Period (initially 240), plus the finance charges that accrued during the preceding billing period, or b) \$100.00. You will be required to pay the entire balance due, if any, on the Maturity Date. You may apply to refinance the balance with Lender.

12. PAYMENT APPLICATION: We may apply payments in any order permitted under applicable law.

13. IRREGULAR PAYMENTS: Lender can accept late payments or partial payments, or checks or money orders marked "payment in full" or language to the same effect, without losing any rights under this Agreement.

14. ANNUAL CHARGE: During the Revolving Period an annual charge of \$ 65.00 may be assessed at the time the Account is opened, and on that day each year thereafter, for use of the Account and associated services. This fee is non-refundable.

15. RETURNED CHECKS AND STOP PAYMENTS: If a payment check is returned for any reason, Lender may charge your Account a fee of \$35.00 . If you request that Lender stop payment on your check, Lender may charge your Account a fee of \$35.00 .

16. LATE CHARGE: If the minimum payment due is not received within 10 days after the due date, Lender may levy a late charge of 10 % of the payment amount with a minimum of \$ 35.00 . If so incurred, each fee will be identified as a separate loan transaction on the next billing statement.

17. HAZARD INSURANCE: If this Account is secured by real estate, Borrower shall keep the improvements now existing or hereafter erected on the real estate which secures this Account insured against loss from fire, all hazards included within the term "extended coverage", and such other hazards as Lender may require or as may be required by applicable law (including flood insurance) and in such amounts and for such periods as Lender may require.

18. TERMINATION FEE: If you close your Account within three years from the date of this Agreement, you agree to pay Lender a termination fee of 1 % of the original maximum principal amount of your Account up to a maximum of \$300.00 .

19. OVERLIMIT FEE: You agree not to incur credit on your Account in excess of the amount specifically authorized by Lender. In the event the balance on your Account exceeds the established credit limit at any time, Lender may levy an overlimit charge of \$0.00 for each such occurrence.

20. DEFAULT: You will be in default of this Agreement upon your failure to abide by any of the terms of this Agreement and any documentation executed to provide Lender security for your Account.

EVENTS OF DEFAULT: In addition, the Lender may terminate the plan and accelerate the balance if any of the following circumstances occur:

- a) There has been fraud or material misrepresentation by you in connection with this Account.
- b) You fail to meet the repayment terms.
- c) Your actions or inactions adversely affect the Lender's security in any property that secures the Account or our rights in the property, which can include transfer or taking of the property without Lender's consent, failure to maintain required insurance or pay taxes on the property, creation of a lien senior to Lender's on the property, or your death.
- d) You are an executive officer of Lender or Lender's affiliate and federal law permits or requires immediate payment of the Account.

21. The Lender may prohibit additional extensions of credit or reduce the credit limit if any of the following circumstances occur:

- a) The value of any property that secures the Account significantly declines below its value for the purposes of this Agreement.
- b) The Lender reasonably believes that you will be unable to fulfill the repayment obligations under the Account due to a material change in your financial circumstances.
- c) You are in default of any material obligations under the Agreement.
- d) Action by a government body precludes the Lender from imposing the agreed upon ANNUAL PERCENTAGE RATE.
- e) Action by a governmental body adversely affects the priority of the Lender's security interest to the extent that the value of the security interest is less than 120 percent of the amount of the credit line (for example, through imposition of a tax lien).
- f) During any period in which the ANNUAL PERCENTAGE RATE corresponding to the periodic rate reaches the maximum rate allowed under the plan.
- g) When a regulatory agency with responsibility for supervising the Lender provides notification that continuing to advance funds may constitute an unsafe and unsound practice.

Lender may reinstate your credit privileges when the circumstances leading to their suspension are cured to Lender's satisfaction. Lender may require you to request reinstatement of your credit privileges when the circumstances leading to the suspension of credit extension or reduction of your credit limit no longer exist. You authorize Lender to obtain such information as may be required by Lender, including credit reports and property appraisals, to evaluate your request to reinstate your credit privileges and you agree to pay the cost of obtaining such information to the extent permitted by law.

22. To the extent permitted by law, Borrower shall pay all expenses, including attorneys' fees, reasonably incurred by the Lender with respect to collection of the indebtedness evidenced hereby or enforcement of the Lender's rights hereunder (including foreclosure, suit for a deficiency judgment or other litigation expenses and also including such costs and attorneys' fees as may be incurred on appeal), arising out of any default by Borrower.

23. You should consult a tax advisor regarding the deductibility of interest and charges on your Account.

24. All persons signing this Agreement shall be obligated on the Account and shall be jointly and severally liable for all amounts due and owing on the Account. You hereby authorize Lender to pay any request for advance, unless any one of you specifically instructs Lender otherwise in writing.

25. As used herein, the singular shall include the plural and the plural shall include the singular.

26. To secure your Account, you are giving Lender a security interest in your deposit accounts with the Lender and its affiliates and subsidiaries and:

294 AVALON ST CINCINNATI, OH 45216-0000

27. This Agreement and the amounts contracted for, including the FINANCE CHARGE, shall be governed by, and construed and interpreted in accordance with, the laws of the State of Ohio, without regard to its conflict of laws principles, and applicable federal laws and regulations, and the obligations, rights and remedies of the parties shall be determined in accordance with such laws.

28. You hereby acknowledge that prior to signing this Agreement, you have received and read the Federal Truth-in-Lending Disclosure Statement for this Account contained herein.

29. For Accounts that are not secured by your dwelling, Lender may terminate the Account and accelerate the balances for any of the reasons set forth in paragraphs 20 and 21.

**30. FOR TENNESSEE RESIDENTS ONLY.** You have a right to reduce the limit on the maximum amount of principal indebtedness to be secured under any deed of trust securing this credit agreement to an amount not less than the amount of principal indebtedness shown on the most recent statement of your Account received by you from the Lender, plus the amount of any advances initiated by you subsequent to that statement. In order to effectuate such a reduction, you must serve a notice of limitation on the Lender and, on or before the effective date of the notice, file a copy thereof for recordation in the appropriate Register of Deed's office as an amendment to the deed of trust. The notice must name the Lender on whom the notice is served, state specifically the reduced credit limit, state the effective date of such limitation (which date cannot be sooner than (1) regular business day after the date of the service of the notice), name all parties to this open-end credit agreement and the deed of trust securing the same, identify with reasonable specificity the real property subject to the deed of trust, give and account number assigned to the Account created by this open-end credit agreement and be signed by all persons principally obligated to repay advances under the open-end credit agreement. Upon notice from the Lender, you have a duty to return checks, credit cards, or other devices to obtain further advances under this open-end credit agreement upon the service by you of a notice of limitation.

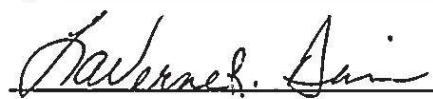
**31. PENNSYLVANIA.** If this Account is secured by real estate located in Pennsylvania, the following disclosure applies: **NOTICE TO CUSTOMER: THIS DOCUMENT CONTAINS PROVISIONS FOR A VARIABLE INTEREST RATE.**

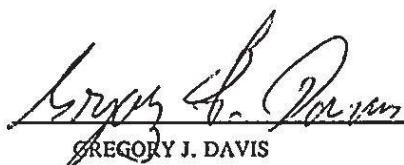
Borrower acknowledges receipt of a completed copy of this Agreement at the time of signing.

DATE: March 2, 2017

ACCEPTED: FIFTH THIRD BANK

By: \_\_\_\_\_

  
\_\_\_\_\_  
LAVERNE R. DAVIS

  
\_\_\_\_\_  
GREGORY J. DAVIS

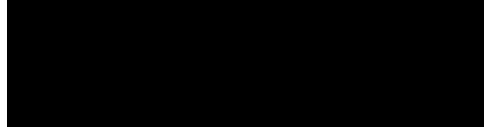
## EXHIBIT B

Primary Reg. Dist. No. [REDACTED]	Ohio Department of Health - Vital Statistics					State File No. [REDACTED]			
Registrar's No. [REDACTED]									
<b>CERTIFICATE OF DEATH</b>									
DECEDENT	1. Decedent's Legal Name (First, Middle, Last, Suffix) (Include AKA's if any) <b>LAVERNE RENE' DAVIS</b>					2. Sex <b>FEMALE</b>	3. Date of Death (Month/Day/Year) <b>SEPTEMBER 17, 2021</b>		
	4. Social Security Number [REDACTED]		5a. Age (Years) <b>67</b>	5b. Under 1 Year Months [REDACTED]	5c. Under 1 day Days [REDACTED]	5d. Under 1 hour Minutes [REDACTED]	6. Date of Birth (Month/Day/Year) [REDACTED]	7. Birthplace (City and State or Foreign Country) <b>CINCINNATI, OHIO</b>	
	8a. Residence State <b>OHIO</b>		8b. County <b>HAMILTON</b>		8c. City or Town <b>CINCINNATI</b>		9. Ever in US Armed Forces? <b>NO</b>		
	9d. Street Address and Zip Code <b>294 AVALON STREET 45216</b>		11. Surviving Spouse's Name (if wife, give name prior to first marriage) <b>GREGORY DAVIS</b>						
	10. Mental Status at Time of Death <b>MARRIED</b>		12. Decedent's Education <b>HIGH SCHOOL GRADUATE OR GED</b>		13. Decedent of Hispanic Origin <b>NO</b>	14. Decedent's Race <b>BLACK</b>			
	15. Father's Name <b>SHIRLEY MORRISON</b>		16. Mother's Name (prior to first marriage) <b>CATHERINE CASEY</b>						
	17a. Informant's Name <b>GREGORY DAVIS</b>		17b. Relationship to Decedent <b>HUSBAND</b>		17c. Mailing Address (Street and Number, City, State, Zip Code) <b>294 AVALON STREET CINCINNATI, OHIO 45216</b>				
	18a. Place of Death <b>DECEDENT'S HOME</b>		18b. Facility Name (If not institution, give street & number) <b>294 AVALON STREET</b>		18c. City or Town, State and Zip Code <b>CINCINNATI, OH 45216</b>		18d. County of Death <b>HAMILTON</b>		
	19. Funeral Service Licensee or Other Agent <b>JOHN DOUTHITT</b>		20. License Number (of licensee) <b>009199</b>		21. Name and Complete Address of Funeral Facility <b>THOMPSON, HALL &amp; JORDAN FH 11400 WINTON RD FOREST PARK, OH 45240</b>				
	DISPOSITION	22. Method and Place of Disposition <b>CREMATION - SPRING GROVE CEMETERY &amp; CREMATORIAL, CINCINNATI, OH</b>		23. Local Registrar <b>Tunia Kinnebrew</b>					
		24. Date Filed (Month/Day/Year) <b>10/04/2021</b>							
	CERTIFIER	26a. Certifier (Check only one) <input checked="" type="checkbox"/> Certifying Physician To the best of my knowledge, death occurred at the time, date, and place, and due to the cause(s) and manner stated. <input type="checkbox"/> Coroner or Medical Examiner On the basis of examination under investigation, In my opinion, death occurred at the time, date, and place, and due to the cause(s) and manner stated.		26c. Date Pronounced Dead (Month/Day/Year) <b>9/17/21</b>					
26b. Time of Death <b>1:30 pm</b>		26d. Was Case Referred to Medical Examiner or Coroner? <b>NO</b>							
26e. Certifier Name and Title [Signature]		26f. License number <b>PHYSICIAN 35.098161</b>		26g. Date Signed (Month/Day/Year) <b>9/30/2021</b>					
27. Name (First, Middle, Last) and Address of Person who Completed Cause of Death <b>LAUREN ASHBROOK, 222 PIEDMONT AVE, CINCINNATI, OH 45219</b>									
CAUSE OF DEATH	28. Part I. Enter the disease, injuries, or complications that caused the death. Do not enter the means of dying, such as cardiac or respiratory arrest, shock, or heart failure. List only one cause on each line. Type or print in permanent blue or black ink.								
	a. Immediate Cause (Final disease or condition resulting in death) <b>Lung Cancer</b>								
	b. Due to (or as Consequence of)								
	c. Due to (or as Consequence of)								
d. Due to (or as Consequence of)									
e. Approximate Interval: Onset and Death <b>months</b>									
Part II. Other significant conditions contributing to death but not resulting in the underlying cause given in Part I. <b>esophageal CA, pulmonary Hypertension, severe COPD</b>									
30. Did Tobacco Use Contribute to Death?		31. If Female, Pregnancy Status <input checked="" type="checkbox"/> Not pregnant within past year <input type="checkbox"/> Pregnant at time of death <input type="checkbox"/> Not pregnant, but pregnant within 42 days of death <input type="checkbox"/> Not pregnant, but pregnant 43 days to 1 year before death <input type="checkbox"/> Unknown if pregnant within the past year		32. Manner of Death <input checked="" type="checkbox"/> Natural <input type="checkbox"/> Accident <input type="checkbox"/> Suicide		33a. Was An Autopsy Performed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
						33b. Were Autopsy Findings Available Prior To Completion Of Cause of Death? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> Not Applicable			
33a. Date of Injury (Mo/Day/Year)		33b. Time of injury		33c. Place of injury (e.g., Decedent's home, construction site, restaurant, wooded area)		33d. Injury at Work? <input type="checkbox"/> Yes <input type="checkbox"/> No			
33e. Location of Injury (Street and Number or Rural Route Number, City or Town, State)									
33f. Describe How Injury Occurred:				33g. If Transportation Injury, Specify: <input type="checkbox"/> Driver/Operator <input type="checkbox"/> Pedestrian <input type="checkbox"/> Passenger <input type="checkbox"/> Other					

Norbert A Nadel  
 Hamilton County Recorder's Office  
 Doc #: 17-0026548 Type: MT  
 Filed: 03/27/17 08:28:21 AM \$44.00  
 Off. Rec.: 13382 00566 F 4 73



\_\_\_\_\_  
 (Space Above This Line for Recording Data)  
**MORTGAGE**

THIS MORTGAGE ("Mortgage") is given on March 2, 2017

The mortgagor is

GREGORY J. DAVIS AND LAVERNE R. DAVIS, HUSBAND AND WIFE

Return to: Dawn Tetlak/AEG  
 5455 Detroit Rd, STE B  
 Sheffield Village, OH 44084  
 440-718-1820

Whose address is: 294 AVALON ST , CINCINNATI, OH, 45216-0000 .

("Borrower"). This Mortgage is given to **FIFTH THIRD BANK**  
 which is organized and existing under the laws of **OHIO** and whose address is  
 5050 KINGSLEY DR CINCINNATI, OH 45263 ("Lender").  
 Borrower owes Lender the principal sum of Thirty Thousand AND 00/100  
 Dollars (U.S. 30,000.00 ) (herein, the "Indebtedness"). This indebtedness is evidenced by Borrower's  
 note, credit agreement or other evidence of indebtedness, dated the same date as this Mortgage, with the full  
 indebtedness, if not paid earlier, due and payable on 03/25/47 (herein, the "Loan Documents").  
 TO SECURE to Lender (a) the repayment of the Indebtedness evidenced by the Loan Documents and any  
 extensions or renewals thereof, with interest thereon, the payment of all other funds, with interest thereon,  
 advanced in accordance herewith to protect the security of this Mortgage, and the performance of the  
 covenants and agreements of Borrower herein contained, or contained in the Loan Documents or any  
 document executed in connection therewith, and (b) the repayment of any and all other loans, advances or  
 indebtedness of Borrower owed to Lender and all affiliates of Lender, of any nature whatsoever (collectively  
 the "Obligations") and (c) the repayment of any future advances, with interest thereon, made to Borrower by  
 Lender pursuant to Item 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant,  
 warrant and convey to Lender, with mortgage covenants, the following described property located in the  
 County of **HAMILTON**  
 State of Ohio, to wit (herein, the "Real Estate"):

SEE ATTACHED EXHIBIT "A"

which has the address of 294 AVALON ST CINCINNATI, OH 45216-0000  
 ("Property Address");

(page 1 of 3)



FIFTH THIRD BANK

LOAN ORIGINATOR'S NAME: NICOLE BERNAL

OHI1 (12/13)

TOGETHER WITH all the improvements now or hereafter erected on the Real Estate, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, and all fixtures now or hereafter permanently attached to, the Real Estate, and all right, title and interest of Borrower in and to the land lying in the streets and roads, in front of and adjoining the Real Estate, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Real Estate covered by this Mortgage; and all of the foregoing, together with said Real Estate (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

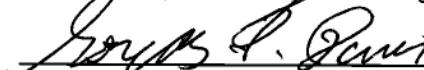
BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant, warrant, and convey the Property, that the Property is unencumbered, except for encumbrances of record, and that Borrower will warrant and defend the title of the Property against all claims and demands. Further, if Lender determines that the Property includes a residential building or mobile home located in a "special flood hazard area" as defined and specified by the United States Department of Housing and Urban Development pursuant to the Flood Disaster Protection Act of 1973 as no in affect, and that Lender's lien against the Property is now or later comes to be in the first mortgage lien position with respect to the Property, Lender may require Borrower to pay for the premiums of the flood insurance through an escrow account, as mandated by 12 CFR 22.5, or other applicable law. If Lender requires an escrow account for the payment of flood insurance premiums, Borrower shall pay to Lender on the day Periodic Payments are due under the Note until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for said premiums.

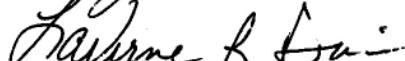
**MASTER MORTGAGE FORM:**

All terms of that certain master mortgage form ("Master Mortgage Form") recorded 06/08/2004 pursuant to Ohio Revised Code section 5302.15 in the office of the HAMILTON County Recorder, Instrument No 04-134268 , O.R. Book 9640 , page 2692 by Fifth Third Bank, by David A. Jackson, are by this reference incorporated as fully and to the same extent as if set forth and contained herein.

COPY: A copy of the Master Mortgage Form has been furnished to the mortgagor prior to the execution of this Security Instrument and mortgagor hereby acknowledges receipt of the same by signing at the end of this instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Mortgage, (including but not limited to the Master Mortgage Form) and in any rider(s) executed by Borrower and recorded with it. If for any reason the Master Mortgage Form shall not be deemed a part of this Mortgage, this 3 (three) page instrument, plus any rider(s) and attached legal description shall stand by itself as a mortgage document, binding on Borrower(s) for the benefit of Fifth Third Bank, its successors and assigns.

  
\_\_\_\_\_  
GREGORY J. DAVIS  
(Seal)

  
\_\_\_\_\_  
LAVERNE R. DAVIS  
(Seal)

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Seal)

STATE OF OHIO . Hamilton COUNTY

On this 2nd DAY OF March, 2017, before me, a Notary Public in and for said County and State, personally appeared  
GREGORY J. DAVIS AND LAVERNE R. DAVIS, HUSBAND AND WIFE

the individual(s) who executed the foregoing instrument and acknowledged that THEY did examine and read the same and did sign the foregoing instrument, and that the same is THEIR free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

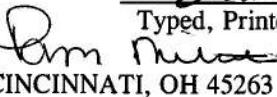


Jan. 21, 2021

  
\_\_\_\_\_  
Notary Public

  
\_\_\_\_\_  
Danielle N Fraley  
Typed, Printed or Stamped Name

This instrument was prepared by: FIFTH THIRD BANK  
5050 KINGSLEY DR CINCINNATI, OH 45263



**EXHIBIT A**

THE FOLLOWING REAL PROPERTY SITUATE IN THE CITY OF CINCINNATI, HAMILTON COUNTY, STATE OF OHIO;

BEING KNOWN AS THE SOUTHWESTERLY PART OF LOT NO. 11 OF DAVID B. DECAMP AND GEORGE H. TAYLORS SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 7, PAGE 129, HAMILTON COUNTY RECORDERS OFFICE; SAID REAL ESTATE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT IN THE NORTHERLY SIDE OF AVALON AVENUE, 80.25 FEET WESTWARDLY OF THE WESTERLY LINE OF ANTHONY WAYNE AVENUE; THENCE NORTHWARDLY ALONG THE WESTERLY LINE OF SAID LOT NO. 11, 165 FEET; THENCE EASTWARDLY AT RIGHT ANGLES TO ANTHONY WAYNE AVENUE, 40 FEET; THENCE SOUTHWARDLY PARALLEL TO ANTHONY WAYNE AVENUE TO THE NORTHERLY LINE OF AVALON AVENUE; AND THENCE WESTWARDLY ALONG THE NORTHERLY SIDE OF AVALON AVENUE 40 FEET AND 1 1/2 INCHES TO THE PLACE OF BEGINNING.

THIS BEING THE SAME PROPERTY CONVEYED TO GREGORY J. DAVIS AND LAVERNE R. DAVIS, HUSBAND AND WIFE, FOR THEIR JOINT LIVES, REMAINDER TO THE SURVIVOR OF THEM, DATED 10/31/1989 AND RECORDED ON 11/07/1989 IN INSTRUMENT NO. 89-138056, IN THE HAMILTON COUNTY RECORDERS OFFICE.

PARCEL ID NO: 243-0003-0040-00

[REDACTED]  
Address : 294 AVALON ST, CINCINNATI,OH

# EXHIBIT D

## LEGAL DESCRIPTION

Situate in the City of Cincinnati, Hamilton County, State of Ohio being known as the southwesterly part of Lot No. 11 of David B. DeCamp and George H. Taylor's Subdivision, as per plat thereof recorded in Plat Book 7, page 129, Hamilton County Recorder's Office; said real estate being more particularly described as follows:

Beginning at the southwesterly corner of said lot in the northerly side of Avalon Avenue, 80.25 feet westwardly of the westerly line of Anthony Wayne Avenue; thence northwardly along the westerly line of said Lot No. 11, 165 feet; thence eastwardly at right angles to Anthony Wayne Avenue, 40 feet; thence southwardly parallel to Anthony Wayne Avenue to the northerly line of Avalon Avenue; and thence westwardly along the northerly side of Avalon Avenue 40 feet and 1 1/2 inches to the place of beginning.

DATE 12/09/2019	DOCUMENT ID 201934303246	DESCRIPTION Conversion Within SOS Records (CVS)	FILING 99.00	EXPED 0.00	CERT 0.00	COPY 0.00
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**Receipt**

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

FIFTH THIRD BANK, NATIONAL ASSOCIATION  
ATTN: LESLIE ADAMS  
38 FOUNTAIN SQUARE PLAZA, MD10909F  
CINCINNATI, OH 45263

**STATE OF OHIO  
CERTIFICATE**

**Ohio Secretary of State, Frank LaRose  
877750**

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

**FIFTH THIRD BANK, NATIONAL ASSOCIATION**

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

Document(s)

Document No(s):

**Conversion Within SOS Records**

**201934303246**

Effective Date: 12/06/2019

CHANGE BUSINESS TYPE TO FOREIGN FOR PROFIT



Witness my hand and the seal of the  
Secretary of State at Columbus, Ohio this  
9th day of December, A.D. 2019.

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

**Ohio Secretary of State**

Form 700 Prescribed by:



Toll Free: 877.767.3453  
 Central Ohio: 614.466.3910  
[OhioSoS.gov](http://OhioSoS.gov)  
[business@OhioSoS.gov](mailto:business@OhioSoS.gov)  
 File online or for more information: [OhioBusinessCentral.gov](http://OhioBusinessCentral.gov)

For screen readers, follow instructions located at this path.

Mail this form to one of the following:

Regular Filing (non expedites)  
 P.O. Box 1329  
 Columbus, OH 43216  
 Expedite Filing (Two business day processing time.  
 Requires an additional \$100.00)  
 P.O. Box 1390  
 Columbus, OH 43216

## Certificate for Conversion for Entities Converting Within or Off the Records of the Ohio Secretary of State

**Filing Fee: \$99**  
**Form Must Be Typed**

(CHECK ONLY ONE (1) BOX)

(1)  **Converting Within The Records of the Ohio Secretary of State**

(2)  **Converting Off The Records of the Ohio Secretary of State (187-VXX)**

Name of the converting entity

Fifth Third Bank

Jurisdiction of Formation

Ohio

Charter/Registration Number

877750

RECEIVED  
2019 DEC -6 PM 1:35  
CLERK'S OFFICE  
STATE OF OHIO  
COLUMBUS

The converting entity is a:  
 (Check Only (1) One Box)

 Domestic Nonprofit Corporation Partnership Domestic For-Profit Corporation Domestic Limited Partnership Foreign Nonprofit Corporation Foreign Limited Partnership Foreign For-Profit Corporation Domestic Limited Liability Partnership Domestic Nonprofit Limited Liability Company Foreign Limited Liability Partnership Foreign Nonprofit Limited Liability Company Domestic For-Profit Limited Liability Company Foreign For-Profit Limited Liability Company

The converting entity hereby states that it has complied with all laws in the jurisdiction under which it exists and that those laws permit the conversion.

Name of the converted entity

Fifth Third Bank, National Association

Jurisdiction of Formation

United States

The converted entity is a:  
**(Check Only (1) One Box)**

 Domestic For-Profit Corporation Domestic Professional Association Foreign Nonprofit Corporation Foreign For-Profit Corporation Domestic Nonprofit Limited Liability Company Foreign Nonprofit Limited Liability Company Domestic For-Profit Limited Liability Company Foreign For-Profit Limited Liability Company Partnership Domestic Limited Partnership Foreign Limited Partnership Domestic Limited Liability Partnership Foreign Limited Liability Partnership

Effective Date (MM/DD/YYYY)

11/14/2019

(The conversion is effective upon the filing of this certificate or on a later date specified in the certificate)

(Optional)

Name and address of the person or entity that will provide a copy of the declaration of conversion upon written request.

Fifth Third Bank, National Association, Office of the Corporate Secretary

Name

38 Fountain Square Plaza, MD 10909F

Mailing Address

Cincinnati

Ohio

45263

City

State

Zip Code

**Required information that must accompany conversion certificate if box 2 is checked**

If the converting entity is a domestic or foreign entity that will not be licensed in Ohio, provide the name and address of the statutory agent upon whom any process, notice or demand may be served.

Corporation Service Company

Name of Statutory Agent

50 West Broad Street, Suite 1330

Mailing Address

Columbus

OH

43215

City

State

ZIP Code

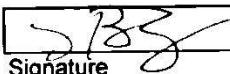
**See instructions for additional filing requirements if**

- (1) the conversion creates a new domestic entity;
- (2) the converted entity is a foreign entity that desires to transact business in Ohio; or
- (3) if a domestic corporation or foreign corporation licensed in Ohio is the converting entity.

**By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.**

**Required**

Must be signed by an authorized representative.



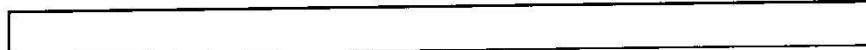
Signature



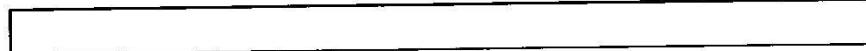
By (if applicable)

Susan B. Zaunbrecher

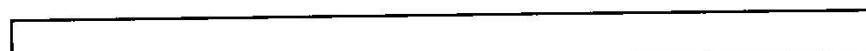
Print Name



Signature



By (if applicable)



Print Name



Signature



By (if applicable)



Print Name

Form 530A Prescribed by:



Toll Free: 877.767.3453  
 Central Ohio: 614.466.3910  
[OhioSoS.gov](http://OhioSoS.gov)  
[business@OhioSoS.gov](mailto:business@OhioSoS.gov)  
 File online or for more information: [OhioBusinessCentral.gov](http://OhioBusinessCentral.gov)

Mail this form to one of the following:

Regular Filing (non expedite)  
 P.O. Box 670  
 Columbus, OH 43216  
 Expedite Filing (Two business day processing time.  
 Requires an additional \$100.00)  
 P.O. Box 1390  
 Columbus, OH 43216

For screen readers, follow instructions located at this path.

## Foreign For-Profit Corporation Application for License

**Filing Fee: \$99**

(151-FLF)

**Form Must Be Typed**

The application is made to procure a  Permanent License  Temporary License (valid for six months)

**Attach Certificate of Good Standing from the jurisdiction of formation (see instructions)**

Name of Corporation **Fifth Third Bank, National Association**  
 (Name must match the name on the Certificate of Good Standing)

Assumed name under which the corporation will do business, if its corporate name is not available in Ohio.  
 (Must attach "Resolution of Foreign Corporation to Qualify Under An Assumed Name" Form 591)

Under the Laws of the Jurisdiction of  
 (Jurisdiction of Formation) **N/A** **United States**

State Country

Date of Incorporation in Jurisdiction of Formation

**11/14/2019**

Date of Incorporation

The location of the principal office is:

**38 Fountain Square Plaza**

Mailing Address

**Cincinnati**

**OH**

**United States**

**45263**

City

State

Country

ZIP Code

If the principal office is located outside Ohio, provide a location in Ohio, if one exists.

Mailing Address

City

State

ZIP Code

A brief summary of the corporate purpose(s) to be exercised within Ohio

To carry out the business of banking and any other business not prohibited for a national bank

### Appointment of Agent

The corporation hereby appoints the following as its statutory agent upon whom process against the corporation may be served in Ohio.

Corporate Service Company

Agent Name

50 West Broad Street, Suite 1330

Mailing Address

Cincinnati

Ohio

City

State

43215

ZIP Code

The entity above irrevocably consents to service of process on the agent listed above as long as the authority of the agent continues, and to service of process upon the Ohio Secretary of State if:

- A. an agent is not appointed, or
- B. an agent is appointed but the authority of that agent has been revoked, or
- C. the agent cannot be found or served after the exercise of reasonable diligence.

Pursuant to Ohio Revised Code 1703.29(A), a foreign corporation may be required to pay an additional \$250 fee if the application is being made to enable the corporation to prosecute or defend a legal action. Please see the Ohio Revised Code or Instructions for more information.

- No, the corporation is not filing for this purpose and an additional fee is not included.
- Yes, the application is being filed for this purpose and the additional \$250 fee is included with the filing fee.

If yes then:

Pursuant to Ohio Revised Code 1703.29 (B), a foreign corporation that began transacting business in Ohio prior to 2009 without a license may be required to provide a certificate from the tax commissioner which states that the corporation has paid all franchise taxes which it should have paid had it qualified to do business in this state.

**Did the corporation begin transacting business in Ohio prior to 2009 without obtaining a license?**

- Yes, the Certificate of Tax Clearance from the tax commissioner is attached.
- No, the corporation began transacting business in 2009 or later, therefore, a Certificate of Tax Clearance is not required.

Susan B. Zaunbrecher Name of Officer	, being first duly sworn, deposes and says that he/she is the
Executive Vice President, Chief Legal Officer Officer Title	Fifth Third Bank, National Association Corporation
the corporation described in the foregoing application, and that the statements contained in said application are true and correct to best of my knowledge and belief.	
Name	Susan B. Zaunbrecher
Signature	
Sworn before me and subscribed on	12/3/19 Date
 NOTARY SEAL	
Tami A. COX Notary Public, State of Ohio My Commission Expires 3. 2023	
Expiration Date of Notary's Commission 11/13/23 Date	



TAMI A. COX  
Notary Public, State of Ohio  
My Commission Expires  
November 13, 2023



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:

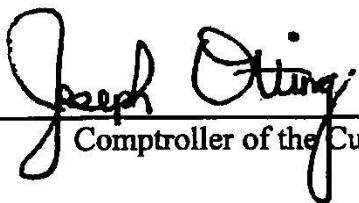
1. The Comptroller of the Currency, pursuant to Revised Statutes 324, et seq, as amended, and 12 USC 1, et seq, as amended, has possession, custody, and control of all records pertaining to the chartering, regulation, and supervision of all national banking associations.
2. "Fifth Third Bank, National 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