



**PAVAN PARIKH  
HAMILTON COUNTY CLERK OF COURTS**

**COMMON PLEAS DIVISION**

**ELECTRONICALLY FILED**

**August 8, 2023 01:32 PM**

**PAVAN PARIKH**

**Clerk of Courts**

**Hamilton County, Ohio**

**CONFIRMATION 1354681**

**THE BANK OF NEW YORK  
MELLON FKA THE BANK OF  
NEW YO  
VS.  
HARRISON BUTLER**

**A 2303352**

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

**PAGES FILED: 74**

IN THE COURT OF COMMON PLEAS  
HAMILTON COUNTY, OHIO

The Bank of New York Mellon, F/K/A  
The Bank of New York as trustee for  
registered Holders of CWABS, Inc.,  
Asset-Backed Certificates, Series 2005-  
13  
1600 South Douglass Road, Suite 200-A  
Anaheim, CA 92806

Case Number:

Plaintiff,

**IN REM COMPLAINT IN FORECLOSURE**

vs.

Permanent Parcel No. 602-0002-0367-00

Harrison Butler  
10755 Meadow Lake Drive  
Cincinnati, OH 45252

Unknown Spouse of Harrison Butler, if any  
10755 Meadow Lake Drive  
Cincinnati, OH 45252

Shardae Starling  
7829 Clovernook Ave  
Cincinnati, OH 45231

Unknown Spouse of Shardae Starling, if any  
7829 Clovernook Ave  
Cincinnati, OH 45231



\* 1 2 4 0 0 3 6 9 \*

Sharnelle Starling  
5722 Ranlyn Ave  
Cincinnati, OH 45239

Unknown Spouse of Sharnelle Starling, if any  
5722 Ranlyn Ave  
Cincinnati, OH 45239

State of Ohio Department of Taxation  
Serve Highest Officer Available  
30 E. Broad Street, 14th Floor  
Columbus, OH 43215

Midland Funding LLC  
Serve Highest Officer Found  
3366 Riverside Dr, Suite 103  
Columbus, OH 43221

Main Street Acquisition Corp  
Serve Highest Officer Found  
4400 Easton Commons Way Suite 125  
Columbus, OH 43219

Capital One Bank (USA) N.A.  
100 Shockoe Slip, 2nd Floor  
Richmond, VA 23219

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

Portfolio Recovery Assoc., LLC  
c/o Highest Officer Found  
140 Corporate Boulevard, Suite 100  
Norfolk, VA 23502

Defendants.

Now comes the Plaintiff, The Bank of New York Mellon, F/K/A The Bank of New York

as trustee for registered Holders of CWABS, Inc., Asset-Backed Certificates, Series 2005-13, ("Plaintiff"), by and through counsel, and for its Complaint against the Defendant, states as follows:

**COUNT ONE**

1. Franklin Starling (DECEASED) executed a promissory note (the "Note") in the original sum of \$108,000.00, plus interest thereon as set forth in the Note. A copy of the Note is hereto attached as Exhibit "A".
2. The Note is in default. Plaintiff has satisfied conditions precedent and declared the entire balance due and payable.
3. Plaintiff is due upon the Note, the total sum of \$168,208.16, which consists of an interest bearing principal balance in the amount of \$138,329.67 and a non-interest bearing deferred principal balance of \$29,876.49, plus interest at the rate of 3.75000 percent per annum, from November 1, 2022, plus late fees, prepayment penalty if applicable, escrow advances, court costs, and other expenses.
4. Plaintiff is entitled to enforce the Note.
5. Loan modifications have been executed by the Note Maker(s), Franklin Starling (DECEASED), copies of which are attached hereto as Exhibits "B", "C", and "D".

**COUNT TWO**

6. Plaintiff incorporates the allegations of Count One and further states that it is entitled to enforce a Mortgage (the "Mortgage") executed in connection with the execution of the Note.
7. The Mortgage was given to secure the Note and is a valid first lien upon certain real

property located in this County commonly known as 3948 Holman Cir, Cincinnati, OH 45236, and which is fully described within the Mortgage attached hereto as Exhibit "E". The Mortgage was recorded on October 28, 2005 in Book 10077, Page 1167 of the records of the Hamilton County, Ohio Recorder. The Mortgage is currently held by Plaintiff, by Assignment. A copy of the chain of Assignments is attached hereto as Exhibits 'F' and 'G' and is incorporated herein.

8. Franklin Starling died on April 28, 2022.

9. Plaintiff is entitled to foreclose upon the Mortgage due to default. Plaintiff has complied with all conditions precedent.

10. Defendants, Harrison Butler, Unknown Spouse of Harrison Butler, if any, Shardae Starling, Unknown Spouse of Shardae Starling, if any, Sharnelle Starling, Unknown Spouse of Sharnelle Starling, if any, State of Ohio Department of Taxation, Midland Funding LLC, Main Street Acquisition Corp, Capital One Bank (USA) N.A., State of Ohio, Department of Medicaid, and Portfolio Recovery Assoc., LLC, may claim an interest in the subject property as referenced in the preliminary judicial report attached as Exhibit "H" or any other interest they may have in the subject property.

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

A) Judgment upon the Note in the total sum of \$168,208.16, which consists of an interest bearing principal balance in the amount of \$138,329.67 and a non-interest bearing deferred

principal balance of \$29,876.49, plus interest at the rate of 3.75000 percent per annum from November 1, 2022, plus late fees, prepayment penalty if applicable, title charges, court costs, and expenses for the preservation and maintenance of the real estate, prior to and subsequent to the filing of this Complaint.

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

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

Respectfully submitted,

/s/ Yanfang Marilyn Ramirez

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

**EXHIBIT A**

## ADJUSTABLE RATE NOTE

(LIBOR Index - Rate Caps)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

SEPTEMBER 26, 2005  
[Date]

CINCINNATI  
[City]

OHIO  
[State]

3948 HOLMAN CIR, CINCINNATI, OH 45236-3919  
[Property Address]

### 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 108,000.00 plus interest, to the order of the Lender. The Lender is COUNTRYWIDE HOME LOANS, INC.

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

### 2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 7.625 %. The interest rate I will pay may change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

### 3. PAYMENTS

#### (A) Time and Place of Payments

I will pay principal and interest by making a payment every month. I will make my monthly payment on the first day of each month beginning on NOVEMBER 01, 2005. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If on, OCTOBER 01, 2035, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at P.O. Box 660694, Dallas, TX 75266-0694 or at a different place if required by the Note Holder.

#### (B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 764.42 . This amount may change.

#### (C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid Principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

#### (A) Change Dates

The interest rate I will pay may change on the first day of OCTOBER, 2007 , and on that day every sixth month thereafter. Each date on which my interest rate could change is called a "Change Date."

#### (B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the date 45 days before the Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

#### (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding EIGHT percentage point(s) ( 8.000 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

**(D) Limits on Interest Rate Changes**

The interest rate I am required to pay at the first Change Date will not be greater than 9.125 % or less than 7.625 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than ONE & ONE-HALF percentage point(s) ( 1.500 %) from the rate of interest I have been paying for the preceding six months. My interest rate will never be greater than 14.625 % or less than 7.625 %.

**(E) Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

**(F) Notice of Changes**

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

**5. BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of Principal at any time before they are due. A payment of principal only is known as a "prepayment." The Note Holder will use all of my prepayments to reduce the amount of Principal that I owe under this Note.

If I make a partial Prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My Partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment.

I may prepay this Note in full at any time without penalty.

If I prepay this loan in full during the first TWENTY FOUR months after the date I execute this Note, I will pay a prepayment penalty in the amount of one percent (1%) of the original principal balance.

However, if within the first months after the execution of the Note, I make any prepayment(s) within any 12-month period, the total of which exceeds 20 percent (20%) of the original principal amount of this loan, I will pay a prepayment penalty in an amount equal to the payment of six (6) months' advance interest on the amount by which the total of my prepayment(s) within that 12-month period exceeds 20 percent (20%) of the original principal amount of the loan.

**6. LOAN CHARGES**

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial Prepayment.

**7. BORROWER'S FAILURE TO PAY AS REQUIRED**

**(A) Late Charges for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of FIFTEEN calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

**(B) Default**

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

**(C) Notice of Default**

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

**(D) No Waiver by Note Holder**

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

**(E) Payment of Note Holder's Costs and Expenses**

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees, if awarded by court judgment.

**8. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am 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. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

#### **10. WAIVERS**

I 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 the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

#### **11. UNIFORM SECURED NOTE**

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

  
FRANKLIN STARLING \_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

*[Sign Original Only]*

PAY TO THE ORDER OF  
WITHOUT RE COURSE  
COUNTRYWIDE HOME LOANS, INC  
BY  
  
David A. Spector  
Managing Director

6

NON-CONFORMING DOCUMENT  
ADDITIONAL RECORDING FEE  
(ORC 317.114)

Wayne Coates  
Hamilton County Recorders Office  
Doc #: 11-0135894 Type: MT  
Filed: 11/22/11 10:52:28 AM \$60.00  
Off.Rec.: 11878 01729 F 6 372

**EXHIBIT B**

Wayne Coates  
Hamilton County Recorders Office  
Doc #: 11-0145671 Type: MM  
Filed: 12/15/11 10:55:54 AM \$70.00  
Off.Rec.: 11896 00080 R 6 0  
Cert # (s): 0201514

b1189600080Rb

**Recording Requested by/  
After Recording Return To:**

Stewart Lender Services  
Attn: Modification Recordation  
9700 Bissonnet Street, Suite 1500  
Houston, TX 77036

**This document was prepared by**

Home Retention Services, Inc.,  
Modifications Department  
9700 Bissonnet Street  
Suite 1500  
Houston, TX 77036

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**LOAN MODIFICATION AGREEMENT**

Borrower: FRANKLIN STARLING

Original Loan Amount: \$108,000.00

Legal Description: See Exhibit 'A'

Recording Reference: See Exhibit 'B'

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PI 2

**LOAN MODIFICATION AGREEMENT**  
**(Adjustable Interest Rate)**

This Loan Modification Agreement ("Agreement"), made this 28th day of December, 2009, between FRANKLIN STARLING (the "Borrower(s)") and BAC Home Loans Servicing, LP (the "Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated the 26th day of September, 2005 in the amount of \$108,000.00, and (2) the Note secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at: 3948 HOLMAN CIR, CINCINNATI, OH 45236.

The real property described being set forth as follows:

**SAME AS IN SAID SECURITY INSTRUMENT**

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of the 1st day of January, 2010, the amount payable under the Note or Security Instrument (the "Unpaid Principal Balance") is U.S. \$119,627.10, consisting of the amount(s) loaned to the Borrower by the Lender which may include, but not limited to, any past due principal payments, interest, fees and/or costs capitalized to date.
2. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance from the 1st day of January, 2010. The Borrower promises to make monthly payments of principal and interest of U.S. \$985.90 beginning on the 1st day of February, 2010. The interest rate and monthly payment will adjust in accordance with the Note, Adjustable Rate Rider and any other loan document that is affixed to or incorporated into the Note and Rider and provides for, implements or relates to any change or adjustment in the interest rate and monthly payment amount under the Note. If on the 1st day of October, 2035 (the "Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.
3. The Borrower will make such payments at Payment Processing PO Box 650070 Dallas, TX 75265 or at such other place as the Lender may require.
4. Nothing in this agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all terms and provisions thereof, as amended by this Agreement.
5. In consideration of this Modification, Borrower agrees that if any document related to the Security Instrument, Note and/or Modification is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the loan as modified, or is otherwise missing, Borrower(s) will comply with Lender's request to execute, acknowledge, initial and deliver to Lender any documentation Lender deems necessary. If the original promissory note is replaced the Lender hereby indemnifies the Borrower(s) against any loss associated with a demand on the original note. All documents Lender requests of Borrower(s) shall be referred to as "Documents." Borrower agrees to deliver the Documents within ten (10) days after receipt by Borrower(s) of a written request for such replacement.

11878 1730

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*[Signature]*  
FRANKLIN STARLING

As evidenced by their signatures below, the Borrower and the Lender agree to the foregoing.

Dated: 1-5-10

STATE OF Ohio

COUNTY OF Hamilton

on 1-5-10 before me, Donna Ricks Notary Public, personally appeared

*Franklin Starling*

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

\_\_\_\_\_  
Signature *Donna Ricks*



Donna Ricks  
Notary Public, State of Ohio  
My Commission Expires 05-20-2012

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As evidenced by the signature below, the Lender agrees to the foregoing.



Mortgage Electronic Registration Systems, Inc.-

Nominee for Bank of America N.A. as successor by

Merger to BAC Home Loans Servicing, LP

By: Myra Leblanc, Vice President

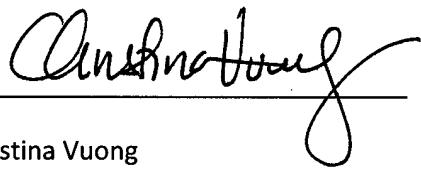
STATE OF TEXAS

COUNTY OF HARRIS

On November 3, 2011 before me, Christina Vuong Notary Public, personally appeared Myra Leblanc personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Signature \_\_\_\_\_



Christina Vuong



My commission expires: June 24, 2015

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EXHIBIT A

THE LAND REFERRED TO IN THIS COMMITMENT, SITUATED IN THE TOWNSHIP OF COLUMBIA, COUNTY OF HAMILTON, STATE OF OHIO, IS DESCRIBED AS FOLLOWS:  
SITUATE IN SECTION 24, TOWN 4, FRACTIONAL RANGE 2, MIAMI PURCHASE, IN COLUMBIA  
TOWNSHIP, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
STARTING AT THE SOUTHWEST CORNER OF PLAINFIELD PIKE AND OAK AVENUE IN SAID  
VILLAGE OF SILVERTON AND RUNNING THENCE NORTH 86 DEGREES WEST ALONG THE SOUTH  
LINE OF OAK AVENUE, 330 FEET TO A POINT; THENCE SOUTH 4 DEGREES WEST AT RIGHT  
ANGLES TO OAK AVENUE, 150 FEET TO A POINT, WHICH POINT IS THE REAL POINT OF  
BEGINNING FOR THE FOLLOWING DESCRIPTION OF THE LAND INCLUDED IN THIS INSTRUMENT;  
THENCE CONTINUING SOUTH 4 DEGREES WEST, 155 FEET TO A POINT;  
THENCE ALONG A NORtheasterly LINE OF A PROPOSED STREET KNOWN AS HOLMAN CIRCLE,  
SOUTH 86 DEGREES EAST, 34.18 FEET TO A POINT IN A CIRCULAR CURVE; THENCE BY A CIRCULAR CURVE  
TO THE RIGHT HAVING A RADIUS OF 45 FEET AND A CENTRAL ANGLE OF 15 DEGREES 31', A  
DISTANCE OF 12.18 FEET TO A POINT; THENCE DEPARTING FROM SAID HOLMAN CIRCLE, NORTH 44 DEGREES 28 MINUTES EAST, 8.63 FEET TO A POINT; THENCE NORTH 4 DEGREES EAST, 155 FEET TO A POINT; THENCE NORTH 86 DEGREES WEST, 50 FEET TO THE POINT OF BEGINNING.  
SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.  
PARCEL NO. 602-0002-0367-00  
PROPERTY COMMONLY KNOWN AS: 3948 HOLMAN CIRCLE, CINCINNATI, OHIO 45236

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~~11878 1733~~

**Recording Requested by/After Recording Return To:**

Stewart Lender Services  
Attn: Modification Recordation  
9700 Bissonnet Street, Suite 1500  
Houston, TX 77036

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**EXHIBIT B**

Borrower Name: FRANKLIN STARLING

Property Address: 3948 HOLMAN CIR, CINCINNATI, OH 45236

This Modification Agreement amends and supplements that certain Mortgage/Deed of Trust (the Security Instrument) recorded on 10/28/2005 as Instrument/Document Number: 05-0184688, and/or Book/Liber Number: 10077 at Page Number: 1167 and Certificate Number: 201514 in the real records of HAMILTON County, State of OH.

**Additional County Requirements:**

Original Loan Amount: \$108,000.00

PIN /Tax ID: N/A

Section: N/A

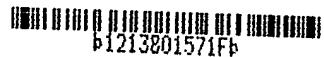
Lot: N/A

Block: N/A

11896      85

**EXHIBIT C**

Wayne Coates  
Hamilton County Recorders Office  
Doc #: 12-0130797 Type: MT  
Filed: 10/10/12 09:36:31 AM \$156.00  
Off.Rec.: 12138 01571 F 18 219



**Recording Requested by/  
After Recording Return To:**

Stewart Lender Services  
Attn: Modification Recordation  
9700 Bissonnet Street, Suite 1500  
Houston, TX 77036

**This document was prepared by**

Home Retention Services, Inc.,  
Modifications Department  
9700 Bissonnet Street  
Suite 1500  
Houston, TX 77036

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**LOAN MODIFICATION AGREEMENT**

Original Loan Amount: \$108,000.00  
Legal Description: See Exhibit 'A'  
Recording Reference: See Exhibit 'B'

**12138 1571**

**Home Affordable Modification Agreement  
(Servicer Copy)**

**Bank of America**  **Home Loans**

**12138 1572**

**This document was prepared by**  
**Home Retention Services, Inc.**  
**Modifications Department**  
**9700 Bissonnet Street**  
**Suite 1500**  
**Houston, TX 77036**

[Space Above This Line For Recording Data]

## **HOME AFFORDABLE MODIFICATION AGREEMENT**

Borrower ("I") : FRANKLIN STARLING

Original Lender/Beneficiary Lender or Servicer ("Lender"): THE BANK OF NEW YORK MELLON FKA  
THE BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE CWABS INC.,  
ASSET-BACKED CERTIFICATES, SERIES 2005-13

Date of first lien mortgage, deed of trust, or security deed ("Mortgage") and Note ("Note"): September 26, 2005

*Property Address (See Exhibit A for Legal Description if applicable) "Property":*  
3948 HOLMAN CIR, CINCINNATI, OH 45236  
*See Exhibit B for assignments of record if applicable*

If my representations and covenants in Section 1 continue to be true in all material respects, then this Home Affordable Modification Agreement ("Agreement") will, as set forth in Section 3, amend and

If more than one Borrower or Mortgagor is executing this document, each is referred to as "I." For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.

**12138 1573**

supplement (1) the Mortgage on the Property, and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Agreement and not defined have the meaning given to them in Loan Documents.

I understand that after I sign and return two copies of this Agreement to the Lender, the Lender will send me a signed copy of this Agreement. This Agreement will not take effect unless the preconditions set forth in Section 2 have been satisfied.

**1. My Representations and Covenants.** I certify, represent to Lender, covenant and agree:

- A. I am experiencing a financial hardship, and as a result, (i) I am in default under the Loan Documents or my default is imminent, and (ii) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future;
- B. One of the borrowers signing this Agreement lives in the Property as a principal residence, and the Property has not been condemned;
- C. There has been no impermissible change in the ownership of the Property since I signed the Loan Documents. A permissible change would be any transfer that the lender is required by law to allow, such as a transfer to add or remove a family member, spouse or domestic partner of the undersigned in the event of a death, divorce or marriage;
- D. I have provided documentation for all income that I receive (and I understand that I am not required to disclose child support or alimony unless I chose to rely on such income when requesting to qualify for the Home Affordable Modification program ("Program"));
- E. Under penalty of perjury, all documents and information I have provided to Lender in connection with this Agreement, including the documents and information regarding my eligibility for the Program, are true and correct;
- F. If Lender requires me to obtain credit counseling in connection with the Program, I will do so; and
- G. I have made or will make all payments required under a trial period plan.

**2. Acknowledgements and Preconditions to Modification.** I understand and acknowledge that:

12138 1574

- A. If prior to the Modification Effective Date as set forth in Section 3 the Lender determines that any of my representations in Section 1 are no longer true and correct or any covenant in Section 1 has not been performed, the Loan Documents will not be modified and this Agreement will terminate. In that event, the Lender will have all of the rights and remedies provided by the Loan Documents; and
  - B. I understand that the Loan Documents will not be modified unless and until (i) the Lender accepts this Agreement by signing and returning a copy of it to me, and (ii) the Modification Effective Date (as defined in Section 3) has occurred. I further understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents if I fail to meet any one of the requirements under this Agreement.
3. **The Modification.** If my representations and covenants in Section 1 continue to be true in all material respects and all preconditions to the modification set forth in Section 2 have been met, the Loan Documents will automatically become modified on June 01, 2012 (the "Modification Effective Date") and all unpaid late charges that remain unpaid will be waived. I understand that if I have failed to make any payments as a precondition to this modification under a trial period plan, this modification will not take effect. The first modified payment will be due on June 01, 2012.
- A. The Maturity Date will be: October 01, 2035.
  - B. The modified principal balance of my Note will include all amounts and arrearages that will be past due as of the Modification Effective Date (including unpaid and deferred interest, fees, escrow advances and other costs, but excluding unpaid late charges, collectively, "Unpaid Amounts") less any amounts paid to the Lender but not previously credited to my Loan. The new principal balance of my Note will be \$144,568.60 (the "New Principal Balance"). I understand that by agreeing to add the Unpaid Amounts to the outstanding principal balance, the added Unpaid Amounts accrue interest based on the interest rate in effect under this Agreement. I also understand that this means interest will now accrue on the unpaid interest that is added to the outstanding principal balance, which would not happen without this Agreement.
  - C. Interest at the rate of 2.000% will begin to accrue on the New Principal Balance as of May 01, 2012 and the first new monthly payment on the New Principal Balance will be due on June 01, 2012. My payment schedule for the modified Loan is as follows:

12138 1575

Years	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Estimated Monthly Escrow Payment Amount*	Total Monthly Payment*	Payment Begins On	Number of Monthly Payments
Years 1-5	2.000%	5/01/2012	\$463.89	\$383.07 May adjust periodically	\$846.96 May adjust periodically	6/01/2012	60
Year 6	3.000%	5/01/2017	\$532.44	May adjust periodically	May adjust periodically	6/01/2017	12
Years 7-24	3.875%	5/01/2018	\$595.00	May adjust periodically	May adjust periodically	6/01/2018	209

\* The escrow payments may be adjusted periodically in accordance with applicable law and therefore my total monthly payment may change accordingly.

The above terms in this Section 3.C. shall supersede any provisions to the contrary in the Loan Documents, including but not limited to, provisions for an adjustable, step or simple interest rate.

I understand that, if I have a pay option adjustable rate mortgage loan, upon modification, the minimum monthly payment option, the interest-only or any other payment options will no longer be offered and that the monthly payments described in the above payment schedule for my modified Loan will be the minimum payment that will be due each month for the remaining term of the Loan. My modified Loan will not have a negative amortization feature that would allow me to pay less than the interest due resulting in any unpaid interest being added to the outstanding principal balance.

I understand that my monthly principal and interest payment for the New Principal Balance reflects amortization of principal over 36 years and 8 months from the date of my first modification payment. The scheduled maturity date of my loan will remain unchanged. If I make all of the scheduled payments under the modification on time, a principal remaining balance of \$73,900.94 will remain unpaid on the scheduled maturity date. This balance will accrue interest at the Note rate and is called a balloon payment. I will need to make arrangements to pay this remaining balance when I pay off my loan or transfer an interest in or refinance or sell my home. This balloon payment may decrease if I am eligible for earned forgiveness.

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL,

12138 1576

THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

- D. I will be in default if I do not comply with the terms of the Loan Documents, as modified by this Agreement.
  - E. If a default rate of interest is permitted under the Loan Documents, then in the event of default under the Loan Documents, as amended, the interest that will be due will be the rate set forth in Section 3.C.
  - F. I agree to pay in full the Deferred Principal Balance and any other amounts still owed under the Loan Documents by the earliest of: (i) the date I sell or transfer an interest in the Property, (ii) the date I pay the entire Interest Bearing Principal Balance, or (iii) the Maturity Date.
4. **Additional Agreements.** I agree to the following:
- A. That all persons who signed the Loan Documents or their authorized representative(s) have signed this Agreement, unless (i) a borrower or co-borrower is deceased; (ii) the borrower and co-borrower are divorced and the property has been transferred to one spouse in the divorce decree, the spouse who no longer has an interest in the property need not sign this Agreement (although the non-signing spouse may continue to be held liable for the obligation under the Loan Documents); or (iii) the Lender has waived this requirement in writing.
  - B. That this Agreement shall supersede the terms of any modification, forbearance, trial period plan or other workout plan that I previously entered into with Lender.
  - C. To comply, except to the extent that they are modified by this Agreement, with all covenants, agreements, and requirements of Loan Documents including my agreement to make all payments of taxes, insurance premiums, assessments, Escrow Items, impounds, and all other payments, the amount of which may change periodically over the term of my Loan.
  - D. **Funds for Escrow Items.** I will pay to Lender on the day payments are due under the Loan Documents as amended by this Agreement, until the Loan is paid in full, a sum (the

12138 1577

"Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over the Mortgage as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under the Loan Documents; (d) mortgage insurance premiums, if any, or any sums payable to Lender in lieu of the payment of mortgage insurance premiums in accordance with the Loan Documents; and (e) any community association dues, fees, and assessments that Lender requires to be escrowed. These items are called "Escrow Items." I shall promptly furnish to Lender all notices of amounts to be paid under this Section 4.D. I shall pay Lender the Funds for Escrow Items unless Lender waives my obligation to pay the Funds for any or all Escrow Items. Lender may waive my obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, I shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. My obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in the Loan Documents, as the phrase "covenant and agreement" is used in the Loan Documents. If I am obligated to pay Escrow Items directly, pursuant to a waiver, and I fail to pay the amount due for an Escrow Item, Lender may exercise its rights under the Loan Documents and this Agreement and pay such amount and I shall then be obligated to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with the Loan Documents, and, upon such revocation, I shall pay to Lender all Funds, and in such amounts, that are then required under this Section 4.D.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under the Real Estate Settlement Procedures Act ("RESPA"), and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge me for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays me interest on the Funds and applicable law permits Lender to make such a charge. Unless an agreement is made in writing or

12138 1578

applicable law requires interest to be paid on the Funds, Lender shall not be required to pay me any interest or earnings on the Funds. Lender and I can agree in writing, however, that interest shall be paid on the Funds. Lender shall provide me, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to me for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify me as required by RESPA, and I shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify me as required by RESPA, and I shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by the Loan Documents, Lender shall promptly refund to me any Funds held by Lender.

- E. That the Loan Documents as modified by this Agreement are duly valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed.
- F. That all terms and provisions of the Loan Documents, except as expressly modified by this Agreement, remain in full force and effect; nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents; and that except as otherwise specifically provided in, and as expressly modified by, this Agreement, the Lender and I will be bound by, and will comply with, all of the terms and conditions of the Loan Documents.
- G. That, as of the Modification Effective Date, notwithstanding any other provision of the Loan Documents, if all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Mortgage. Lender shall not exercise this option if state or federal law, rules or regulations prohibit the exercise of such option as of the date of such sale or transfer. If Lender exercises this option, Lender shall give me notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which I must pay all sums secured by the Mortgage. If I fail to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Mortgage without further notice or demand on me.
- H. That, as of the Modification Effective Date, I understand that the Lender will only allow the transfer and assumption of the Loan, including this Agreement, to a transferee of my

MISSOURI HOME AFFORDABLE MODIFICATION AGREEMENT Single Family Existing Mortgagor UNIFORM

12138 1579

property as permitted under the Garn St. Germain Act, 12 U.S.C. Section 1701j-3. A buyer or transferee of the Property will not be permitted, under any other circumstance, to assume the Loan. Except as noted herein, this Agreement may not be assigned to, or assumed by, a buyer or transferee of the Property.

- I. That, as of the Modification Effective Date, if any provision in the Note or in any addendum or amendment to the Note allowed for the assessment of a penalty for full or partial prepayment of the Note, such provision is null and void.
- J. That I will cooperate fully with Lender in obtaining any title endorsement(s), or similar title insurance product(s), and/or subordination agreement(s) that are necessary or required by the Lender's procedures to ensure that the modified mortgage Loan is in first lien position and/or is fully enforceable upon modification and that if, under any circumstance and notwithstanding anything else to the contrary in this Agreement, the Lender does not receive such title endorsement(s), title insurance product(s) and/or subordination agreement(s), then the terms of this Agreement will not become effective on the Modification Effective Date and the Agreement will be null and void. I also agree to allow Lender to attach an Exhibit A to this loan modification which will include a Legal Description, recording information of the original security instrument, and any other relevant information required by a County Clerk's Office to allow for recording if and when recording becomes necessary for Lender.
- K. That I will execute such other documents as may be reasonably necessary to either (i) consummate the terms and conditions of this Agreement; or (ii) correct the terms and conditions of this Agreement if an error is detected after execution of this Agreement. I understand that either a corrected Agreement or a letter agreement containing the correction will be provided to me for my signature. At Lender's option, this Agreement will be void and of no legal effect upon notice of such error. If I elect not to sign any such corrective documentation, the terms of the original Loan Documents shall continue in full force and effect, such terms will not be modified by this Agreement, and I will not be eligible for a modification under the Home Affordable Modification Program.
- L. That Lender will collect and record personal information, including, but not limited to, my name, address, telephone number, social security number, credit score, income, payment history, government monitoring information, and information about account balances and activity. In addition, I understand and consent to the disclosure of my personal information and the terms of the trial period plan and this Agreement by Lender to (i) the U.S. Department of the Treasury, (ii) Fannie Mae and Freddie Mac in connection with their responsibilities under the Home Affordability and Stability Plan; (iii) any

12138 1580

investor, insurer, guarantor or servicer that owns, insures, guarantees or services my first lien or subordinate lien (if applicable) mortgage loan(s); (iv) companies that perform support services for the Home Affordable Modification Program and the Second Lien Modification Program; and (v) any HUD certified Housing counselor.

- M. That if any document related to the Loan Documents and/or this Agreement is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the Loan as modified, or is otherwise missing, I will comply with the Lender's request to execute, acknowledge, initial and deliver to the Lender any documentation the Lender deems necessary. If the Note is replaced, the Lender hereby indemnifies me against any loss associated with a demand on the Note. All documents the Lender requests of me under this Section 4. M shall be referred to as "Documents". I agree to deliver the Documents within ten (10) days after I receive the Lender's written request for such replacement.
- N. If my Loan Documents govern a home equity loan or line of credit, then I agree that as of the Modification Effective Date, I am terminating my right to borrow new funds under my home equity loan or line of credit. This means that I cannot obtain additional advances, and must make payments according to this Agreement. (Lender may have previously terminated or suspended my right to obtain additional advances under my home equity loan or line of credit, and if so, I confirm and acknowledge that no additional advances may be obtained.)
- O. BORROWERS PROTECTION PLAN If I have a Loan with Borrowers Protection Plan® ("BPP") under my Loan Documents, then I understand and agree that, unless I notify Lender of my request to cancel BPP or my BPP has already been cancelled or terminated in accordance with its terms, my BPP will remain on my Loan, as modified in accordance with this Agreement, and will continue to be governed by the terms of my Borrowers Protection Plan Addendum, which is the contract containing the terms and conditions of BPP that I received at the closing of my original Loan.

I understand that I may cancel BPP at any time by calling . . . . If I notify the Lender of my request to cancel BPP within sixty (60) days after the Modification Effective Date, I will receive a refund of any BPP fees I pay with respect to any period after the Modification Effective Date. I further understand that BPP on my Loan may have already been cancelled or terminated by its terms, such as if any monthly fee for BPP has remained unpaid 90 days after its due date.

For purposes of my modified Loan, the "Monthly Payment" under the Borrowers Protection Plan Addendum will be the monthly payment of principal and/or interest as

12138 1581

modified under this Agreement. With the exception of BPP benefits based on the outstanding balance of my Loan (if any), benefits under the BPP on my modified Loan will be calculated based on this new Monthly Payment amount, subject to the terms of the Borrowers Protection Plan Addendum.

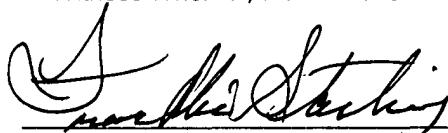
For purposes of my modified Loan, the monthly fee for BPP, which is the monthly amount charged to me for BPP, will be recalculated based on the percentage set forth in my Borrowers Protection Plan Addendum (or Borrowers Protection Plan Confirmation Letter, as applicable). I understand that the monthly fee for BPP, as a percentage of my monthly payment of principal and/or interest as modified under this Agreement, may be higher if the monthly payment under my modified Loan is or becomes higher than the monthly payment that was due on my Loan prior to modification under this Agreement. The monthly fee for BPP will be payable at the same time and place as payments of principal and/or interest under my modified Loan. The "Protection Date" under the Borrowers Protection Plan Addendum, which is the date upon which my BPP became effective, and the "Expiration Date" under the Borrowers Protection Plan Addendum, which is the date upon which my BPP will automatically expire, will not be changed by this Agreement. I will refer to my Borrowers Protection Plan Addendum for complete terms and conditions of my BPP.

If I have experienced a qualifying event that is eligible for benefits under BPP, I should contact Bank of America immediately by calling

P. OPTIONAL PRODUCTS PURCHASED AFTER CLOSING I understand and agree that any optional product(s) I may have purchased after the closing of my Loan, the cost for which I agreed to have added to my Total Monthly Payment: (a) will remain in force so long as I add the amount due and owing to my Total Monthly Payment each month; and (b) will continue to be governed by the terms of the documents the provider of the optional product delivered to me ("Governing Documents"), unless (i) I notify the provider of the optional product of my request to cancel; or (ii) I fail to pay any and all amounts payable when due, at which time the optional product may terminate as provided under the terms of the Governing Documents. I understand that if I have questions regarding any optional product(s) I may have purchased, I should contact Bank of America by calling

12138 1582

In Witness Whereof, the Lender and I have executed this Agreement.

  
\_\_\_\_\_  
Borrower FRANKLIN STARLING

(Seal)

5-11-12

Date

\_\_\_\_\_  
Borrower

(Seal)

\_\_\_\_\_  
Date

[Space Below This Line For Acknowledgement]

12138 1583

State of OHIO  
County of Hamilton

The foregoing instrument was acknowledged before me this 5/11/12 (date) by FRANKLIN STARLING  
(name(s) of person(s) acknowledged).



Donna Ricks  
Notary Public, State of Ohio  
My Commission Expires 05-20-2012

(Signature of Person Taking Acknowledgement)

Donna Ricks  
(Title or Rank) Branch Mgr.

(Serial Number, if any) \_\_\_\_\_

My Commission Expires: May 20 2012

12138 1584

DO NOT WRITE BELOW THIS LINE

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THIS SECTION IS FOR INTERNAL USE ONLY

**Bank of America, N.A., for itself or as successor by merger to BAC Home Loans Servicing, LP**

By: Stewart Lender Services, Inc., its attorney in fact

By: Kimble Monroe

Kimble Monroe, A.V.P., Stewart Lender Services, Inc.

8/29/2012

Date

STATE OF TEXAS

COUNTY OF HARRIS

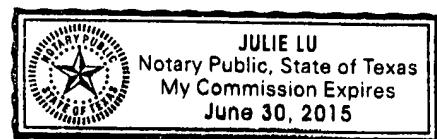
On August 29, 2012 before me, Julie Lu Notary Public-Stewart Lender Services, Inc., personally appeared Kimble Monroe, A.V.P., Stewart Lender Services, Inc. personally known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Signature \_\_\_\_\_

Julie Lu

Julie Lu



My commission expires: June 30, 2015

Signatures continue on the following page

12138 1585

DO NOT WRITE BELOW THIS LINE

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THIS SECTION IS FOR INTERNAL USE ONLY

Mortgage Electronic Registration Systems, Inc. (MERS),  
as Nominee for Bank of America, N.A., for itself or as successor by merger to BAC Home Loans  
Servicing, LP

By: Kimble Monroe

Date

8/29/2012

Kimble Monroe, Vice President

STATE OF TEXAS

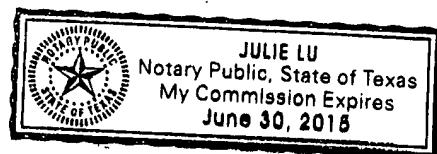
COUNTY OF HARRIS

On August 29, 2012 before me, Julie Lu Notary Public-Stewart Lender Services, Inc., personally appeared Kimble Monroe, Vice President of Mortgage Electronic Registration Systems, Inc. (MERS), as Nominee for Bank of America, N.A., for itself or as successor by merger to BAC Home Loans Servicing, LP, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Signature Julie Lu

Julie Lu



My commission expires: June 30, 2015

12138 1586

LEGAL DESCRIPTION

PARCEL NO. 602-2-387.477 CONS.

SITUATE IN SECTION 24, TOWN 4, FRACTIONAL RANGE 2, MIAMI PURCHASE. IN COLUMBIA TOWNSHIP,  
AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

STARTING AT THE SOUTHWEST CORNER OF PLAINFIELD PIKE AND OAK AVENUE IN SAID VILLAGE OF  
SILVERTON AND RUNNING THENCE NORTH 86 DEGREES WEST ALONG THE SOUTH LINE OF OAK  
AVENUE, 330 FEET TO A POINT; THENCE SOUTH 4 DEGREES WEST AT RIGHT ANGLES TO OAK  
AVENUE, 150 FEET TO A POINT, WHICH POINT IS THE REAL POINT OF BEGINNING FOR THE FOLLOWING  
DESCRIPTION OF THE LAND INCLUDED IN THIS INSTRUMENT; THENCE CONTINUING  
SOUTH 4 DEGREED WEST. 155 FEET TO A POINT; THENCE ALONG A NORTHEASTERLY LINE OF A  
PROPOSED STREET KNOWN AS HOLMAN CIRCLE, SOUTH 86 DEGREES EAST.34.18 FEET TO A POINT  
IN A CIRCULAR CURVE: THENCE BY A CIRCULAR CURVE TO THE RIGHT HAVING A RACIUS OF 45 FEET  
AND A CENTRAL ANGLE OF 15 DEGREES 31, A DISTANCE OF 12.18 FEET TO A POINT; THENCE  
DEPARTING FROM SAID HOLMAN CIRCLE NORTH 44 DEGREES 28 MINUTES EAST. 8.63 FEET TO A  
POINT; THENCE NORTH 4 DEGREES EAST. 15 FEET TO A POINT: THENCE NORTH 86 DEGREES  
WEST. 50 FEET TO THE POINT OF BEGINNING.

SUBJECT TO EASMENTS AND RESTRICTIONS OF RECORD, IF ANY

COMMONLY KNOWN AS: 3948 HOLMAN CIRCLE, CINCINNATI, OHIO 45236

12138 1587

**Recording Requested by/After Recording Return To:**

Stewart Lender Services  
Attn: Modification Recordation  
9700 Bissonnet Street, Suite 1500  
Houston, TX 77036

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**EXHIBIT B**

Borrower Name: FRANKLIN STARLING  
Property Address: 3948 HOLMAN CIR, CINCINNATI, OH 45236

This Modification Agreement amends and supplements that certain Mortgage/Deed of Trust (the Security Instrument) recorded on 10/22/2005 as Instrument/Document Number: N/A, and/or Book/Liber Number: 10077 at Page Number: 01167 in the real records of Hamilton County, State of OH.

**Additional County Requirements:**

Original Loan Amount: \$108,000.00  
Legal Description: See Exhibit 'A'

12138 1588

**EXHIBIT D**

**Mortgagor Name(s)**  
FRANKLIN STARLING  
3948 HOLMAN CIRCLE  
CINCINNATI OH 45236

**Property Address:**  
3948 HOLMAN CIR  
CINCINNATI OH 45236

Dear Mortgagor(s):

Carrington Mortgage Services, LLC, as servicer and authorized agent of THE BANK OF NEW YORK MELLON, F/K/A THE BANK OF NEW YORK AS TRUSTEE FOR REGISTERED HOLDERS OF CWABS, INC., ASSET-BACKED CERTIFICATES, SERIES 2005-13 (the "Lender"), is offering you this Loan Modification Agreement ("Agreement"), dated 08/16/19, which modifies the term of your existing mortgage loan as described in detail below.

**I. DEFINITIONS**

"**Mortgage**" shall mean the mortgage, deed of trust, security deed or other security instrument encumbering the Property and corresponding to the above CMS Loan Number and recorded in the public records of HAMILTON County.

"**Note**" shall mean the note or other instrument of the same date and secured by the Mortgage.

"**Property**" shall mean the real and personal property described in the Mortgage and located at:

3948 HOLMAN CIR  
CINCINNATI OH 45236

"**Balloon Payment**" shall mean a final payment of the aggregate total amount of the current and any prior deferred non-interest bearing principal balance plus the then-outstanding interest bearing principal balance plus all earned interest remaining unpaid and due on the earlier of (i.) the date you sell the property securing the Mortgage, (ii.) the date you refinance the loan, (iii.) the date the loan is paid in full, or (iv.) the Maturity Date

"**Deferment**" shall mean any portion of the unpaid principal balance of the Note and Security Instrument that has been deferred, interest free, and shall only become payable on the earlier of (i.) the date you sell the property securing the Mortgage, (ii.) the date you refinance the loan, (iii.) the date the loan is paid in full, or (iv.) the Maturity Date.

"**Write Off**", as referenced in this agreement, includes any of the following (i.) unpaid and deferred interest, (ii.) deferred principal, (iii.) escrow advances, (iv.) administrative fees, (v.) unpaid late fees, or other costs that have been forgiven and waived from your account and shall not be subject to any collection efforts by CMS.

**II. TERMS AND CONDITIONS**

If your representations and covenants in Section 1 continue to be true in all material respects, then this Loan Modification Agreement ("Agreement") will, as set forth in Section III, amend and supplement (i.) the Mortgage on the Property, and (ii.) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Agreement and not defined have the meaning given to them in Loan Documents.

This Agreement will not take effect unless the preconditions set forth in Section 2 have been satisfied.

**1. Representations and Covenants.** You certify, represent to Lender, covenant and agree:

- A. You are experiencing a financial hardship, and as a result, (i.) you are in default under the Loan Documents or default is imminent, and (ii.) you do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future;
- B. At least one of the borrowers signing this Agreement lives in the Property as a principal residence, and the Property has not been condemned;
- C. There has been no impermissible change in the ownership of the Property since you signed the Loan Documents. A permissible change would be any transfer that the Lender is required by law to allow, such as a transfer to add or remove a family member, spouse or domestic partner of the undersigned in the event of a death, divorce or marriage;
- D. You have provided documentation for **all** income that your household receives;
- E. Under penalty of perjury, all documents and information you have provided to the Lender in connection with this Agreement, including the documents and information regarding your eligibility for the Program, are true and correct;

**2. Acknowledgements and Preconditions to Modification.** You understand and acknowledge that:

- A. If prior to the Modification Effective Date as set forth in Section III, the Lender determines that any of the representations in Section 1 are no longer true and correct or any covenant in Section 1 has not been performed, the Loan Documents will not be modified and this Agreement will terminate. In that event, the Lender will have all of the rights and remedies provided by the Loan Documents.
- B. The Loan Documents will not be modified unless (i.) The Lender receives an executed copy of this Agreement bearing your signature, on or prior to the last business day of the same month in which the Effective Date falls and (ii.) the Modification Effective Date (as defined in Section III) has occurred. You further understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents if you fail to meet any one of the requirements under this Agreement.
- C. You agree that failure to pay the initial payment due on **10/01/2019** (the "First Payment Due Date") shall be considered a breach of this Agreement and this Agreement will terminate. The Lender shall immediately resume any pending foreclosure action or proceeding. A new notice of default, notice of intent to accelerate, notice of acceleration, or similar notice will not be necessary to continue the foreclosure action ("Foreclosure Notices"). You waive any and all rights to receive such Foreclosure Notices to the extent permitted by applicable law.
- D. You have been advised to discuss the ramifications of this Agreement with your attorney and/or tax/financial advisor if any of the following (i.) unpaid and deferred interest, (ii.) deferred principal, (iii.) escrow advances, (iv.) administrative fees, (v.) unpaid late fees, or other costs have been forgiven and waived from the account and shall not be subject to any collection efforts by CMS.

**III. MODIFICATION TERMS**

If your representations and covenants in Section II.1 continue to be true in all material respects and all preconditions to the modification set forth in Section II.2 have been met, the Loan Documents will automatically become modified on **09/01/2019** (the "Modification Effective Date"). You agree to and understand the following:

- A. The Maturity Date of your modified loan is **10/01/2035**.
- B. The new interest bearing principal balance of your loan is **\$144,121.12** ("Modified Balance").
- C. Interest at the rate of **3.75000%** will begin to accrue on your loan as of **09/01/2019**.
- D. The new total monthly payment including principal, interest, property taxes, hazard insurance, and any other applicable escrow items is **\$1,021.41** and is due on **10/01/2019**
- E. Unpaid amounts totaling **\$44,024.45** were added to your modified principal balance which included unpaid and deferred interest, fees, escrow advances and other costs, but excluding unpaid late charges, less any amounts paid to the Lender but not previously credited to your Loan.
- F. **\$29,876.49** of your unpaid principal balance has been deferred ("New Deferment"). The New Deferred Principal Balance remains non-interest bearing and shall become due and payable as a Balloon Payment on the earlier of: (i.) the date you sell the property securing the Mortgage, (ii.) the date you refinance the loan, (iii.) the date the entire loan is paid in full, or (iv.) the Maturity Date.
- G. If your loan was previously modified and the terms of such modification included a prior deferment of non-interest bearing unpaid principal balance, the prior non-interest bearing deferred unpaid principal balance is taken into consideration when calculating the new modified interest bearing principal balance. Our records indicate that you had a prior deferment of non-interest bearing unpaid principal balance in the amount of **\$0.00** ("Prior Deferment(s)").
- H. **\$0.00** will be written off which constitutes a forgiveness of debt and you will not be required to repay this amount.

<b>CURRENT LOAN TERMS</b>	
Interest Rate	2.00000
P&I Payment	\$463.89
Escrow Payment	\$407.41
Total Monthly Payment	\$871.30
Contractual Due Date	02/01/17
Principal Balance	\$129,973.16
**Prior Deferred Principal Balance	\$0.00
Total Principal Balance	\$129,973.16

<b>MODIFIED LOAN TERMS</b>	
Interest Rate	3.75000
P&I Payment	\$580.13
*Escrow Payment	\$441.28
Total Monthly Payment	\$1,021.41
1st Payment Due Date	10/01/19
Unpaid Amounts	\$44,024.45
Modified Balance	\$144,121.12
New Deferred Principal Balance	\$29,876.49
New Principal Balance	\$173,997.61
Balloon Payment	\$139,697.36

\*Escrow payments may be adjusted periodically in accordance with applicable law and therefore your total monthly payment may change accordingly. If you did not have an escrow account before, the timing of your tax and insurance bills may require that you make a payment to cover any such bills when they come due. This is known as an escrow shortage and can either be paid in a lump sum in the amount of **\$0.00** when the loan is modified or over the next 60-months in the amount of **\$0.00** per month which has already been included in the above Escrow Payment amount.



P.O. Box 3010 | Anaheim, CA 92803

## **Final Loan Modification Agreement**

\*\*Any non-interest bearing unpaid principal balance that was previously deferred has been added to the interest bearing unpaid principal balance and taken into consideration when calculating current Loan Modification terms.

### **IV. ADDITIONAL AGREEMENTS AND LEGAL NOTICES**

1. You agree to the following:

- A. You will be in default if you do not comply with the terms of the Loan Documents, as modified by this Agreement.
- C. The modified interest rate and principal and interest portion of your modified payment will remain fixed until the original Maturity Date of your loan.
- D. If you still owe any amounts under the Loan Documents due to any applicable Deferment and/or increase in the amortization period, you will be responsible to pay those amounts as a Balloon Payment.
- E. That all persons who signed the Loan Documents or their authorized representative(s) have signed this Agreement, unless (i) a borrower or co-borrower is deceased; (ii) the borrower and co-borrower are divorced and the property has been transferred to one spouse in the divorce decree, the spouse who no longer has an interest in the property need not sign this Agreement (although the non-signing spouse may continue to be held liable for the obligation under the Loan Documents); or (iii) the Lender has waived this requirement in writing.
- F. Any fees and/or expenses incurred in connection with servicing your loan that may be legally charged to your account, but have not been charged to your account as of the Modification Effective Date, may be charged to your account at a later date and shall be your responsibility to pay in full. For example, if your loan is in foreclosure there may be foreclosure fees and costs that have been incurred but not yet assessed to your account as of the Modification Effective Date; you will remain liable for any such costs, fees and/or expenses.
- G. That this Agreement shall supersede the terms of any modification, forbearance, trial period plan or other workout plan that you previously entered into with Lender or any prior lender.
- H. To comply, except to the extent that they are modified by this Agreement, with all covenants, agreements, and requirements of Loan Documents including your agreement to make all payments of taxes, insurance premiums, assessments, Escrow Items, impounds, and all other payments, the amount of which may change periodically over the term of your Loan.
- I. That this Agreement constitutes notice that the Lender's waiver as to payment of Escrow Items, if any, has been revoked, and you have been advised of the amount needed to fully fund your escrow account.
- J. That the Loan Documents as modified by this Agreement are duly valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed.
- K. That all terms and provisions of the Loan Documents, except as expressly modified by this Agreement, remain in full force and effect; nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents; and that except as otherwise specifically provided in, and as expressly modified by, this Agreement, the Lender and you will be bound by, and will comply with, all of the terms and conditions of the Loan Documents.

# CARRINGTON

MORTGAGE SERVICES, LLC

REG. NO. #0956

P.O. Box 3010 | Anaheim, CA 92803

## Final Loan Modification Agreement

L. That, as of the Modification Effective Date, if any provision in the Note or in any addendum or amendment to the Note allowed for the assessment of a penalty for full or partial prepayment of the Note, such provision is null and void.

M. That, as of the Modification Effective Date, notwithstanding any other provision of the Loan Documents, if all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Mortgage. Lender shall not exercise this option if state or federal law, rules or regulations prohibit the exercise of such option as of the date of such sale or transfer. If Lender exercises this option, Lender shall give you notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which you must pay all sums secured by the Mortgage. If you fail to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Mortgage without further notice or demand on you.

N. That, as of the Modification Effective Date, you understand that the Lender will only allow the transfer and assumption of the Loan, including this Agreement, to a transferee of your property as permitted under the Garn St. Germain Act, 12 U.S.C. Section 1701j-3. A buyer or transferee of the Property will not be permitted, under any other circumstance, to assume the Loan. Except as noted herein, this Agreement may not be assigned to, or assumed by, a buyer or transferee of the Property.

O. You understand that you are not required to waive or release any claims and/or defenses in connection with this Agreement

P. That you will cooperate fully with Lender in obtaining any title endorsement(s), or similar title insurance product(s), and/or subordination agreement(s) that are necessary or required by the Lender's procedures to ensure that the modified mortgage Loan is in first lien position and/or is fully enforceable upon modification and that if, under any circumstance and notwithstanding anything else to the contrary in this Agreement, the Lender does not receive such title endorsement(s), title insurance product(s) and/or subordination agreement(s), then the terms of this Agreement will not become effective on the Modification Effective Date and the Agreement will be null and void.

Q. That you will execute such other documents as may be reasonably necessary to either (i.) consummate the terms and conditions of this Agreement; or (ii.) correct the terms and conditions of this Agreement if an error is detected after execution of this Agreement. You understand that either a corrected Agreement or a letter agreement containing the correction will be provided to you for your signature. At Lender's option, this Agreement will be void and of no legal effect upon notice of such error. If you elect not to sign any such corrective documentation, the terms of the original Loan Documents shall continue in full force and effect, such terms will not be modified by this Agreement.

R. Mortgage Electronic Registration Systems, Inc. ("MERS") is a separate corporation organized and existing under the laws of Delaware and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, (888) 679-MERS. In cases where the loan has been registered with MERS who has only legal title to the interests granted by the borrower in the mortgage and who is acting solely as nominee for Lender and Lender's successors and assigns, MERS has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling the mortgage loan.

S. That if any document related to the Loan Documents and/or this Agreement is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the Loan as modified, or is otherwise missing, you will comply with the Lender's request to execute, acknowledge, initial and deliver to the Lender any documentation the Lender deems necessary. All documents the Lender requests of you under this Section shall be referred to as "Documents." You agree to deliver the Documents within ten (10) days after you receive the Lender's written request for such replacement.

# CARRINGTON

MORTGAGE SERVICES, LLC

NMCS ID #2610

P.O. Box 3010 | Anaheim, CA 92803

## Final Loan Modification Agreement

T. That the mortgage insurance premiums on your Loan, if applicable, may increase as a result of the capitalization which will result in a higher total monthly payment. Furthermore, the date on which you may request cancellation of mortgage insurance may change as a result of the New Principal Balance.

U. If you are currently subject to the protections of any automatic stay in bankruptcy, or have obtained a discharge in bankruptcy proceeding, nothing in this Agreement or any other document executed in connection with this Agreement shall be construed as an attempt by CMS to impose personal liability under the Note and Deed of Trust/Mortgage. Pursuant to 11 U.S.C. Section 524(j), and in the ordinary course of business between the Lender and you, this Agreement is entered into in order to seek or obtain periodic payments associated with a valid security interest in lieu of pursuit of in rem relief to enforce the lien. This Agreement does not revive your personal liability under the Note and Deed of Trust/Mortgage, nor is it an attempt to collect, recover or offset any such debt as a personal liability of Borrower under the Note and Deed of Trust/Mortgage. The Lender does, however, retain the right, despite the discharge, to enforce its security interest against the Subject Real Property by foreclosing in the event of a future default.

In Witness Whereof, the Lender and you have executed this Agreement.

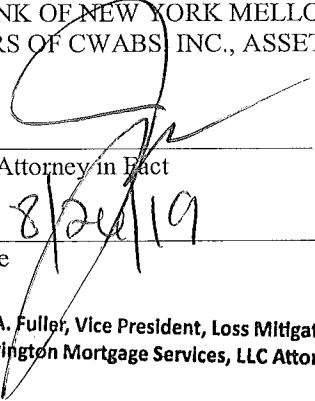
CARRINGTON MORTGAGE SERVICES, LLC As servicer and duly authorized agent for  
THE BANK OF NEW YORK MELLON, F/K/A THE BANK OF NEW YORK AS TRUSTEE FOR REGISTERED  
HOLDERS OF CWABS INC., ASSET-BACKED CERTIFICATES, SERIES 2005-13

By:

As Attorney in Fact

Date

Jill A. Fuller, Vice President, Loss Mitigation,  
Carrington Mortgage Services, LLC Attorney In Fact



8/22/19

FRANKLIN SPARKLING

8/22/19

Date

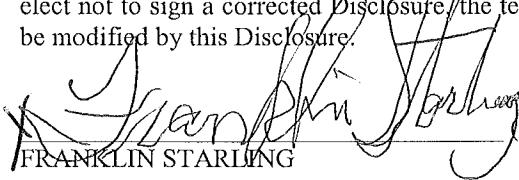
Date

[Space Below This Line For Acknowledgement]

**ACKNOWLEDGEMENT (ALL BORROWERS MUST SIGN AND DATE):**

I/We have read and hereby acknowledge receipt of the above notice concerning the balloon payment provisions of the Agreement.

I/We will execute such other documents as may be reasonably necessary to correct the terms and conditions of this Disclosure if an error is detected after execution of this Disclosure. I/We understand that a corrected Disclosure will be provided to me/us for my/our signature. At Lender's option, this Disclosure will be void and of no legal effect upon notice of such error. If I/we elect not to sign a corrected Disclosure, the terms of the Agreement shall continue in full force and effect, such terms will not be modified by this Disclosure.



FRANKLIN STARLING (Date) 8/22/19

\_\_\_\_\_  
(Date) \_\_\_\_\_

After Recording Return To:  
COUNTRYWIDE HOME LOANS, INC.  
MS SV-79 DOCUMENT PROCESSING  
P.O.Box 10423  
Van Nuys, CA 91410-0423

Rebecca Prem Groppe  
Hamilton County Recorders Office  
Doc #: 05-0184688 Type: MT  
Filed: 10/28/05 12:12:00 PM \$208.00  
Off.Rec.: 10077 01167 R R34 22 0  
Cert #s: 0201514

b1007701167Rb

**EXHIBIT E**

[Space Above This Line For Recording Data]

## MORTGAGE

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated SEPTEMBER 26, 2005, together with all Riders to this document.

(B) "Borrower" is

FRANKLIN STARLING, UNMARRIED

10077 1167

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the mortgagee under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026,

(D) "Lender" is

COUNTRYWIDE HOME LOANS, INC.

Lender is a CORPORATION

organized and existing under the laws of NEW YORK

Lender's address is

4500 Park Granada, Calabasas, CA 91302-1613

(E) "Note" means the promissory note signed by Borrower and dated SEPTEMBER 26, 2005 . The Note states that Borrower owes Lender

ONE HUNDRED EIGHT THOUSAND and 00/100

Dollars (U.S. \$ 108,000.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than OCTOBER 01, 2035

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

Adjustable Rate Rider  
 Balloon Rider  
 VA Rider

Condominium Rider  
 Planned Unit Development Rider  
 Biweekly Payment Rider

Second Home Rider  
 1-4 Family Rider  
 Other(s) [specify]

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.



10077 1168

**(M) "Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

**(N) "Mortgage Insurance"** means insurance protecting Lender against the nonpayment of, or default on, the Loan.

**(O) "Periodic Payment"** means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

**(P) "RESPA"** means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

**(Q) "Successor in Interest of Borrower"** means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) 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 MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS the following described property located in the

COUNTY

of

HAMILTON

:

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Parcel ID Number: 6020002036700

which currently has the address of

3948 HOLMAN CIR, CINCINNATI

[Street/City]

Ohio 45236-3919 ("Property Address"):

[Zip Code]

*N. J. S.*

10077 1169

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 understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

**BORROWER COVENANTS** that Borrower is lawfully seised 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.

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

**1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

10077 1170

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** 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: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

10077 1171

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

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, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; 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 can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and

10077 1172

subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance

10077 1173

covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

**(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.**

**11. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration

10077 1176

has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to 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 any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer'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 can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as



10077 1177

a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. 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.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

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

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

118

10077 1178

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or; cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

10

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes 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; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

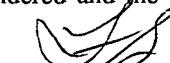
Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. 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 (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) 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, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, costs of title evidence.

**23. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall discharge this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.



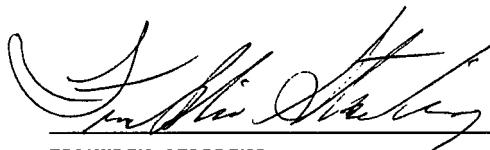
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**24. Certain Other Advances.** In addition to any other sum secured hereby, this Security Instrument shall also secure the unpaid principal balance of, plus accrued interest on, any amount of money loaned, advanced or paid by Lender to or for the account and benefit of Borrower, after this Security Instrument is delivered to and filed with the Recorder's Office, HAMILTON County, Ohio, for recording. Lender may make such advances in order to pay any real estate taxes and assessments, insurance premiums plus all other costs and expenses incurred in connection with the operation, protection or preservation of the Property, including to cure Borrower's defaults by making any such payments which Borrower should have paid as provided in this Security Instrument, it being intended by this Section 24 to acknowledge, affirm and comply with the provision of Section 5301.233 of the Revised Code of Ohio.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:



FRANKLIN STARLING

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

10077 1181

STATE OF OHIO, HAMILTON

County ss:

This instrument was acknowledged before me this 26<sup>th</sup> day of SEPTEMBER, 2005 by  
FRANKLIN STARLING, UNMARRIED

My Commission Expires: 8-9-10

Robert J. Peterson  
Notary Public



ROBERT J. PETERSON  
Notary Public, State of Ohio  
My Commission Expires 08-09-10

This instrument was prepared by JAIME M. MORALES  
8075 S RIVER PARKWAY, TEMPE, AZ 85284

10077 1182

*[Handwritten signature]*

Initials

## **ADJUSTABLE RATE RIDER**

**(LIBOR Index - Rate Caps)**

**After Recording Return To:**

COUNTRYWIDE HOME LOANS, INC.  
MS SV-79 DOCUMENT PROCESSING  
P.O.Box 10423

Van Nuys, CA 91410-0423

PARCEL ID #:  
6020002036700

**Prepared By:**

JAIME M. MORALES

THIS ADJUSTABLE RATE RIDER is made this TWENTY-SIXTH day of SEPTEMBER, 2005 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the

10077 1183

same date given by the undersigned (the "Borrower") to secure Borrower's Note to COUNTRYWIDE HOME LOANS, INC.

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

3948 HOLMAN CIR, CINCINNATI, OH 45236-3919

[Property Address]

**THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.**

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

The Note provides for an initial interest rate of 7.625 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

**4. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

**(A) Change Dates**

The interest rate I will pay may change on the first day of OCTOBER, 2007, and on that day every sixth month thereafter. Each date on which my interest rate could change is called a "Change Date."

**(B) The Index**

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding EIGHT percentage point(s) ( 8.000 %) to the Current Index.

The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

**(D) Limits on Interest Rate Changes**

The interest rate I am required to pay at the first Change Date will not be greater than 9.125 % or less than 7.625 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than ONE & ONE-HALF percentage point(s) ( 1.500 %) from the rate of interest I have been paying for the preceding six months. My interest rate will never be greater than 14.625 % or less than 7.625 %.

**(E) Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

**(F) Notice of Changes**

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

**B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER**

Uniform Covenant 18 of the Security Instrument is amended to read as follows:

**Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if a Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

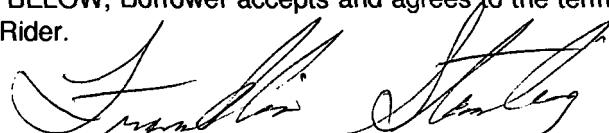
10077 1185

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

10077 1186

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



FRANKLIN STARLING

(Seal)

- Borrower

(Seal)

- Borrower

(Seal)

- Borrower

(Seal)

- Borrower

10077 1187

CHICAGO TITLE INSURANCE COMPANY

**LEGAL DESCRIPTION**

Legal description of the land:

PARCEL NO. 602-2-367,477 CONS.

SITUATE IN SECTION 24, TOWN 4, FRACTIONAL RANGE 2, MIAMI PURCHASE, IN COLUMBIA TOWNSHIP,  
AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

STARTING AT THE SOUTHWEST CORNER OF PLAINFIELD PIKE AND OAK AVENUE IN SAID VILLAGE OF  
SILVERTON AND RUNNING THENCE NORTH 86 DEGREES WEST ALONG THE SOUTH LINE OF OAK  
AVENUE, 330 FEET TO A POINT; THENCE SOUTH 4 DEGREES WEST AT RIGHT ANGLES TO OAK  
AVENUE, 150 FEET TO A POINT, WHICH POINT IS THE REAL POINT OF BEGINNING FOR THE  
FOLLOWING DESCRIPTION OF THE LAND INCLUDED IN THIS INSTRUMENT; THENCE CONTINUING  
SOUTH 4 DEGREES WEST, 155 FEET TO A POINT; THENCE ALONG A NORTHEASTERLY LINE OF A  
PROPOSED STREET KNOWN AS HOLMAN CIRCLE, SOUTH 86 DEGREES EAST, 34.18 FEET TO A POINT  
IN A CIRCULAR CURVE; THENCE BY A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 45 FEET  
AND A CENTRAL ANGLE OF 15 DEGREES 31', A DISTANCE OF 12.18 FEET TO A POINT; THENCE  
DEPARTING FROM SAID HOLMAN CIRCLE, NORTH 44 DEGREES 28 MINUTES EAST, 8.63 FEET TO A  
POINT; THENCE NORTH 4 DEGREES EAST, 155 FEET TO A POINT; THENCE NORTH 86 DEGREES  
WEST, 50 FEET TO THE POINT OF BEGINNING.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

COMMONLY KNOWN AS: 3948 HOLMAN CIRCLE, CINCINNATI, OHIO 45236

10077 1188

**EXHIBIT F**

\* Re-record Correcting  
Date of Mortgage \*

Wayne Coates  
Hamilton County Recorders Office  
Doc #: 09-01434163 Type: AM  
Filed: 10/05/09 10:71:11 AM \$28.00  
Off.Rec.: 11256 01667 F 2 409

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that Mortgage Electronic Registration Systems, Inc., acting solely as a nominee for Countrywide Home Loans, Inc. whose address is P.O. Box 2026, Flint, MI 48501 , for valuable consideration, the receipt of which is hereby acknowledged, does hereby assign, transfer and set over, without recourse, unto The Bank of New York Mellon FKA The Bank of New York as Trustee for the Certificateholders CWABS, Inc. Asset-Backed Certificates, Series 2005-13 whose address is c/o BAC Home Loans Servicing, LP, 450 American Street, MSN SV-35, Simi Valley, CA 930656285 , a certain Mortgage Deed bearing the date of ~~September 28, 2009~~, executed and delivered by Franklin Starling, unmarried, and recorded in Instrument 05-0184688 Book 10077 Page 1167, of the Hamilton County Recorder's Office on October 28, 2005.

IN WITNESS WHEREOF, Mortgage Electronic Registration Systems, Inc., acting solely as a nominee for Countrywide Home Loans, Inc., has caused this Assignment to be executed, for and on its behalf this        day of SEP 28 2009, 2009.

NON-CONFORMING DOCUMENT  
ADDITIONAL RECORDING FEE  
(ORC 317.114)

Mortgage Electronic Registration Systems, Inc., acting solely as a nominee for Countrywide Home Loans, Inc.

By:

Its Mary Kist, Vice President

By:

Its Serena Harman, Asst. Vice President

STATE OF TEXAS  
COLLIN )  
COUNTY OF \_\_\_\_\_ )

On SEP 28 2009 before me, Debbie L Day

Personally appeared Mary Kist, Serena Harman

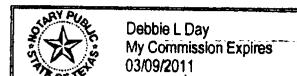
Personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal

Debbie L Day  
Signature

This instrument prepared by:

Timothy R. Billick - Attorney  
THE LAW OFFICES OF JOHN D. CLUNK CO., L.P.A.  
4500 Courthouse Blvd.  
Suite 400  
Stow, OH 44224



Wayne Coates  
Hamilton County Recorders Office  
Doc #: 09-0141820 Type: AM  
Filed: 10/21/09 02:30:33 PM \$28.00  
Off.Rec.: 11270 01756 F 2 364

11270 1756  
b1127001756fb

11270 1756

11256 1667

## DESCRIPTION OF REAL ESTATE

THE LAND REFERRED TO IN THIS COMMITMENT, SITUATED IN THE TOWNSHIP  
OF COLUMBIA, COUNTY OF  
HAMILTON, STATE OF OHIO, IS DESCRIBED AS FOLLOWS:  
SITUATE IN SECTION 24, TOWN 4, FRACTIONAL RANGE 2, MIAMI PURCHASE, IN  
COLUMBIA  
TOWNSHIP, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
STARTING AT THE SOUTHWEST CORNER OF PLAINFIELD PIKE AND OAK  
AVENUE IN SAID  
TOWN OF SILVERTON AND RUNNING THENCE NORTH 86 DEGREES WEST  
ALONG THE SOUTH  
LINE OF OAK AVENUE, 330 FEET TO A POINT; THENCE SOUTH 4 DEGREES  
WEST AT RIGHT  
ANGLES TO OAK AVENUE, 150 FEET TO A POINT, WHICH POINT IS THE REAL  
POINT OF  
BEGINNING FOR THE FOLLOWING DESCRIPTION OF THE LAND INCLUDED IN  
THIS INSTRUMENT;  
THENCE CONTINUING SOUTH 4 DEGREES WEST, 155 FEET TO A POINT;  
THENCE ALONG A  
NORTHEASTERLY LINE OF A PROPOSED STREET KNOWN AS HOLMAN CIRCLE,  
SOUTH 86  
DEGREES EAST, 34.18 FEET TO A POINT IN A CIRCULAR CURVE; THENCE BY A  
CIRCULAR CURVE  
TO THE RIGHT HAVING A RADIUS OF 45 FEET AND A CENTRAL ANGLE OF 15  
DEGREES 31', A  
DISTANCE OF 12.18 FEET TO A POINT; THENCE DEPARTING FROM SAID  
HOLMAN CIRCLE, NORTH  
44 DEGREES 28 MINUTES EAST, 8.63 FEET TO A POINT; THENCE NORTH 4  
DEGREES EAST, 155  
FEET TO A POINT; THENCE NORTH 86 DEGREES WEST, 50 FEET TO THE POINT  
OF BEGINNING.  
SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.  
PARCEL NO. 602-0002-0367-00  
PROPERTY COMMONLY KNOWN AS: 3948 HOLMAN CIRCLE, CINCINNATI, OHIO  
45236

11270 1757

11256 1668

**EXHIBIT G**

Wayne Coates  
Hamilton County Recorders Office  
Doc #: 11-0128934 Type: ASSM  
Filed: 11/07/11 02:06:52 PM \$46.00  
Off.Rec.: 11864 01319 R H12 3 0  
Cert #(s): 0201514

b1186401319Rb

**ASSIGNMENT**

✓ **Mortgage Electronic Registration Systems, Inc., as nominee for Countrywide Home Loans, Inc., its successors and assigns ("Assignor"), whose address is P.O. Box 2026, Flint, MI 48501-2026, hereby executes this mortgage assignment for the purpose of acknowledging, and placing third parties on notice of, the transfer, conveyance, and assignment to The Bank of New York Mellon fka The Bank of New York, as Trustee for the Certificateholders of the CWABS, Inc., Asset-Backed Certificates, Series 2005-13 ("Assignee"), whose address is c/o Bank of America, 7105 Corporate Drive, Plano, Texas 75024, its interest in that mortgage dated September 26, 2005 executed and delivered by Franklin Starling, unmarried, which mortgage was filed October 28, 2005, Transfer Certificate of Title Number 0201514, Document Number 05-0184688, Registered Land Records, recorded in Official Records Volume 10077, Page 01167, Recorder's Office, Hamilton County, Ohio (the "Mortgage"). For the purpose of eliminating any question regarding the assignment of this mortgage, Assignor does hereby transfer, convey and assign to Assignee all right, title and interest that it has in and to the Mortgage to Assignee.**

The property encumbered by such mortgage is described as follows:

See Exhibit "A" for legal description.

Parcel No. 602-2-367.

Property Address: 3948 Holman Circle, Cincinnati, OH 45236

The Recorder is hereby requested to cross-reference this Assignment to the recording reference of the mortgage hereinbefore described.

**THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK  
IN ORDER TO COMPLY WITH ORC 317.114**

11864 1319

In witness whereof, Mortgage Electronic Registration Systems, Inc., as nominee for Countrywide Home Loans, Inc., its successors and assigns, has executed this Assignment this 24 day of October, 2011.

Mortgage Electronic Registration Systems, Inc.,  
as nominee for Countrywide Home Loans, Inc.,  
its successors and assigns

  
Signature of Individual

**Cecilia Rodriguez Assistant Secretary**

Print Name and Title of Individual

ACKNOWLEDGMENT

State of California)  
County of Ventura) SS

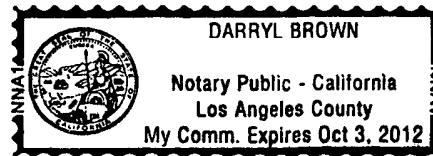
On Oct. 24, 2011 before me, Darryl Brown, Notary Public  
(Insert name and title of the officer)

Personally appeared Cecilia Rodriguez  
Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are  
subscribed to the within instrument and acknowledged to me that he/she they executed the same in  
~~his/her~~ their authorized capacity(ies), and that by ~~his/her~~ their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature Daryl (Seal)



Prepared by: Manley Deas Kochalski LLC  
After Recording Return to: Manley Deas Kochalski LLC, P. O. Box 165028, Columbus, OH

11864 1320

**EXHIBIT "A"**

Legal Description:

Situated in the Township of Columbia, County of Hamilton, State of Ohio, is described as follows:

Situate in Section 24, Town 4, Fractional Range 2, Miami Purchase, in Columbia Township, and being more particularly described as follows:

Starting at the Southwest corner of Plainfield Pike and Oak Avenue in said Village of Silverton and running thence North 86 degrees West along the South line of Oak Avenue, 330 feet to a point; thence South 4 degrees West at right angles to Oak Avenue, 150 feet to a point, which point is the real point of beginning for the following description of the land included in this instrument; thence continuing South 4 degrees West, 155 feet to a point; thence along a Northeasterly line of a proposed street known as Holman Circle, South 86 degrees East, 34.18 feet to a point in a circular curve; thence by a circular curve to the right having a radius of 45 feet and a central angle of 15 degrees 31', a distance of 12.18 feet to a point; thence departing from said Holman Circle, North 44 degrees 28 minutes East, 8.63 feet to a point; thence North 4 degrees East, 155 feet to a point; thence North 86 degrees West, 50 feet to the point of beginning.

**11864 1321**

**EXHIBIT H****First American Title™****Preliminary Judicial Report**

ISSUED BY

**First American Title Insurance Company**

REPORT NUMBER

**Judicial Report**

Guaranteed Party Name: BONY - CWL 2005-13

Guaranteed Party Address: N/A

City, State, Zip: N/A

Effective Date: 3/1/2023 @ 08:00 AM

Pursuant to your request for a Preliminary Judicial Report (hereinafter "the Report") for use in judicial proceedings, **FIRST AMERICAN TITLE INSURANCE COMPANY** (hereinafter "the Company") hereby guarantees in an amount not to exceed \$ 138,329.67 that it has examined in 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 Sharnelle Starling, Shardae Starling, Harrison Butler by instrument recorded in 06/24/2022 in Book 14695 Page 1613 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.

---

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

**First American Title Insurance Company**

Kenneth D. DeGiorgio, President

Greg L. Smith, Secretary

For Reference:Issued By:

**Vylla Title, LLC**  
6200 Tennyson Parkway, Suite 110  
Plano, TX 75024

By: \_\_\_\_\_  
Authorized Countersignature

This jacket was created electronically and constitutes an original document

## CONDITIONS AND STIPULATIONS OF THIS PRELIMINARY JUDICIAL REPORT

### **1. Definition of Terms**

- (a) "Guaranteed Party": The party or parties named herein or the purchaser at judicial sale.
- (b) "Guaranteed Claimant": Guaranteed Party claiming loss or damage hereunder.
- (c) "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.
- (d) "Public Records": Those records under state statute and, if a United States District Court resides in the county in which the Land is situated, the records of the clerk of the United States District Court, which impart constructive notice of matters relating to real property to purchasers for value without knowledge and which are required to be maintained in certain public offices in the county in which the land is situated.

### **2. Determination of Liability**

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

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

### **3. Liability of Company**

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

### **4. Notice of Claim to be given by Guaranteed Party**

In case knowledge shall come to the Guaranteed Party of any lien, encumbrance, defect, or other claim of title guaranteed against and not excepted in this Report, whether in a legal proceeding or otherwise, the Guaranteed Party shall notify the Company within a reasonable time in writing and secure to the Company the right to oppose such proceeding or claim, or to remove said lien, encumbrance or defect at its own cost. Any action for the payment of any loss under this Report must be commenced within one year after the Guaranteed Party

receives actual notice that they may be required to pay money or other compensation for a matter covered by this Report or actual notice someone claims an interest in the Land covered by this Report.

### **5. Extent of Liability**

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

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

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

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

### **7. Notices**

## EXCLUSIONS FROM COVERAGE

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

**PRELIMINARY JUDICIAL REPORT**

*Issued by First American Title Insurance Company*

**Prepared for:**

Reisenfeld & Associates  
3962 Redbank Road  
Cincinnati OH 45227

**Guaranteed Party:**

BONY - CWL 2005-13

**Defendant:**

Pursuant to your request for a Preliminary Judicial Report (hereinafter "the Report") for use in judicial proceedings, First American Title Insurance Company (hereinafter "the Company") hereby guarantees in an amount not to exceed \$138,329.67 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 Sharnelle Starling, Sharda Starling, Harrison Butler by instrument recorded 06/24/2022 in Book 14695 Page 1613 and free from all encumbrances, liens or defects of record, except as shown in Schedule B.

**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.

March 1, 2023

Issued By: First American Title Insurance Company

\_\_\_\_\_  
Authorized Signature

## PRELIMINARY JUDICIAL REPORT

SCHEDULE A  
DESCRIPTION OF LAND

SITUATED IN SECTION 24, TOWN 4, FRACTIONAL RANGE 2, MIAMI PURCHASE, IN COLUMBIA TOWNSHIP, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

STARTING AT THE SOUTHWEST CORNER OF PLAINFIELD PIKE AND OAK AVENUE IN SAID VILLAGE OF SILVERTON AND RUNNING THENCE NORTH 86 DEGREES WEST ALONG THE SOUTH LINE OF OAK AVENUE, 330 FEET TO A POINT; THENCE SOUTH 4 DEGREES WEST AT RIGHT ANGLES TO OAK AVENUE, 150 FEET OT A POINT, WHICH POINT IS THE REAL POINT OF BEGINNING FOR THE FOLLOWING DESCRIPTION OF THE LAND INCLUDED IN THIS INSTRUMENT; THENCE CONTINUING SOUTH 4 DEGREES WEST, 155 FEET TO A POINT; THENCE ALONG A NORTHEASTERLY LINE OF A PROPOSED STREET KNOWN AS HOLMAN CIRCLE, SOUTH 86 DEGREES EAST, 34.18 FEET TO A POINT IN A CIRCULAR CURVE; THENCE BY A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 45 FEET AND A CENTRAL ANGLE OF 15 DEGREES 31' A DISTANCE OF 12.18 FEET TO A POINT; THENCE DEPARTING FROM SAID HOLMAN CIRCLE, NORTH 44 DEGREES 28 MINUTES EAST, 8.63 FEET TO A POINT; THENCE NORTH 4 DEGREES EAST, 155 FEET TO A POINT; THENCE NORTH 86 DEGREES WEST, 50 FEET TO THE POINT OF BEGINNING.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

**For Informational Purposes Only:**

Permanent Parcel No.: 6020002036700

Premises commonly known as: 3948 Holman Circle, Cincinnati, OH 45236

## SCHEDULE B

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

1. Mortgage executed by Franklin Starling, unmarried, in favor of Mortgage Electronic Registration Systems Inc., solely as nominee for Countrywide Home Loans, Inc. , dated September 26, 2005, in the amount of \$108,000.00, and filed on October 28, 2005 in (book) 10077 (page) 1167, of the Official Property Records of Hamilton County, Ohio.

2. Assigned to The Bank of New York Mellon FKA The Bank of New York as Trustee for the Certificateholders CWABS, Inc. Asset-Backed Certificates, Series 2005-13 in Assignment recorded on October 5, 2009 in (book) 11256 (page) 1667, Re-Recorded in Book 11270 Page 1756 Official Records, Hamilton County, Ohio .
3. Assigned to The Bank of New York Mellon FKA The Bank of New York, as Trustee for the Certificateholders of the CWABS, Inc. Asset-Backed Certificates Series 2005-13 in Assignment recorded on November 7, 2011 in (book) 11864 (page) 1319, Official Records, Hamilton County, Ohio .
4. Loan Modification Agreement Recorded 11/22/2011 Book 11878 Page 1729 and Re-Recorded in Book 11896 Page 80
5. Loan Modification Agreement Recorded 10/10/2012 Book 12138 Page 1571
6. State Tax Lien Against Franklin Starling, in the amount of \$588.26, Recorded 04/16/2009 in Case No. CJ09007657
7. State Tax Lien Against Franklin Starling, in the amount of \$1,161.94, Recorded 08/28/2012 in Case No. CJ10000376
8. State Tax Lien Against Franklin Starling, in the amount of \$1,550.88, Recorded 0/28/2012 in Case No. CJ11000821
9. State Tax Lien Against Franklin Starling, in the amount of \$1,336.83 Recorded 01/17/2012 in Case No. CJ12001536
10. State Tax Lien Against Franklin Starling, in the amount of \$588.26, Recorded 06/27/2012 in Case No. EX1200553
11. State Tax Lien Against Franklin Starling, in the amount of \$1,470.20, Recorded 08/28/2012 in Case No. CJ12019221
12. State Tax Lien Against Franklin Starling, in the amount of \$853.18, Recorded 02/20/2014 in Case No. CJ14002651
13. Judgment by Main Street Acquisition Corp. Against Franklin Starling, in the amount of \$1,361.27, Recorded in Case No. 14CV12255
14. Judgment by Main Street Acquisition Corp. Against Franklin Starling, in the amount of \$1,361.27, Recorded in Case No. CJ14027895
15. State Tax Lien Against Franklin Starling, in the amount of \$557.12, Recorded 03/17/2015 Recorded in Case No. CJ15003849

16. Judgment by Capital One Bank (USA) NA Against Sharnelle P. Starling, in the amount of \$1,902.20, Recorded in Case No. 17CV21882
17. Judgment by Midland Funding LLC. Doing Business in Ohio as Midi, Against Sharnelle Starling, in the amount of \$1,007.68, Recorded 01/18/2018 in Case No. 17CV23401
18. Judgment by Portfolio Recovery Assoc LLC. Against Sharnelle Starling, in the amount \$2,778.33, Recorded in Case No. 17CV24874
19. Judgment by Capital One Bank (USA) NA Against Sharnelle P. Starling, in the amount of \$1,902.20, Recorded in Case No. CJ18003448
20. State Tax Lien Against Franklin D. Starling, in the amount of \$1,180.89, Recorded 09/28/2020 in Case No. CJ0034662
21. State Tax Lien Against Franklin D. Starling, in the amount of \$1,537.26, Recorded 02/25/2021 in Case No. CJ21005753
22. State Tax Lien Against Franklin D. Starling Sr, in the amount of \$292.58, Recorded 03/02/2021 in Case No. CJ21006844
23. State Tax Lien Against Franklin Starling, in the amount of \$1,312.66, Recorded 05/05/2021 in Case No. CJ21015928
24. State Tax Lien Against Franklin Starling, in the amount of \$1,711.75, Recorded 02/11/2022 in Case No. CJ22006148
25. State Tax Lien Against Franklin Starling, in the amount of \$1,878.36, Recorded 09/09/2022 in Case No. CJ22028558
26. Lien by Medicaid Against the Estate of Franklin Douglas Starling, Jr. in the amount of \$7,455.10 Recorded in Book 14699 Page 471
27. Probate for Franklin Douglas Starling, Jr. in Case No. 2022002741
28. All visible and apparent easements or uses and all underground easements or uses, the existence of which may arise by unrecorded grant or by use.  
Rights, if any, of third parties with respect to any portion of the subject property lying within the boundaries of a public or private road(s).  
There is expressly excluded from coverage hereunder, and this Company does not insure title to oil, gas, and other minerals of every kind and character, in, on, and under the property herein described.

No liability is assumed by reason of any encroachment(s) or protrusion(s) of a fence and/or building(s) into or outside of the boundary lines of the subject property herein described.

Any lien, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.

29. Taxes and assessments as to Permanent Parcel No. 602-0002-0367-00 for the first half of the tax year 2022 in the amount of \$1,584.40 are Paid. Taxes and assessments for the second half of the tax year 2022 in the amount of \$1,573.03 are Due. Taxes and assessments, if any, for the tax year 2023 are a lien, undetermined, and not yet due and payable.

Land: \$9,070.00 Building/Improvements: \$36,650.00 Assessed Value: \$45,720.00