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COMMON PLEAS DIVISION

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Clerk of Courts

Hamilton County, Ohio

CONFIRMATION 1351819

**LONGBRIDGE FINANCIAL
LLC**

A 2303256

vs.

**UNKNOWN ADMINISTRATOR
EXECUTOR OR FIDUCIARY
UNKNOW**

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

PAGES FILED: 54

RASC# 23-128739

IN THE COURT OF COMMON PLEAS
HAMILTON COUNTY, OHIO

LONGBRIDGE FINANCIAL, LLC
1 INTERNATIONAL BLVD, STE 410,
MAHWAH, NJ 07495

Plaintiff

vs.

UNKNOWN ADMINISTRATOR,
EXECUTOR OR FIDUCIARY,
UNKNOWN HEIRS, NEXT OF KIN,
UNKNOWN SPOUSES, DEVISEES,
LEGATEES, CREDITORS AND
BENEFICIARIES OF THE ESTATE OF
ZENOBLA M. MITCHELL
(ADDRESS UNKNOWN)

TALIB H. STINSON, AS
ADMINISTRATOR OF THE ESTATE
OF ZENOBLA M. MITCHELL
11617 NEW HOPE DR,
CINCINNATI, OH 45240

ABDULRAHMAN RITTER AKA
ABDUL-RAHMAN RITTER AKA
RONALD RITTER
705 POWERS FERRY ROAD, APT 704,
MARIETTA, GA 30067

CASE NO.

JUDGE

COMPLAINT FOR MORTGAGE
FORECLOSURE - IN REM

Parcel No: 590-0322-0022-00

**UNKNOWN SPOUSE OF
ABDULRAHMAN RITTER AKA
ABDUL-RAHMAN RITTER AKA
RONALD RITTER, IF ANY, NAME
UNKNOWN
705 POWERS FERRY RD, APT 704,
MARIETTA, GA 30067**

**UYVONNE RITTER
335 CONNIE COURT APT A,
FAIRFIELD, OH 45014**

**UNKNOWN SPOUSE OF UYVONNE
RITTER, IF ANY, NAME UNKNOWN
335 CONNIE COURT APT A,
FAIRFIELD, OH 45014**

**REGINALD RITTER
9636 TANBARK COURT,
CINCINNATI, OH 45231**

**UNKNOWN SPOUSE OF REGINALD
RITTER, IF ANY, NAME UNKNOWN
9636 TANBARK CT,
CINCINNATI, OH 45231**

**QUINCY COMMUNICATIONS DBA
TAZZ ROOFING
C/O RONALD J. DICK, REGISTERED
AGENT
8503 CONSTITUTION DR,
CINCINNATI, OH 45215**

**STATE OF OHIO DEPARTMENT OF
TAXATION
C/O OHIO ATTORNEY GENERAL
ON BEHALF OF THE OHIO
DEPARTMENT OF TAXATION
30 E BROAD STREET, 14TH FLOOR,
COLUMBUS, OH 43215**

**UNITED STATES OF AMERICA
ACTING BY AND THROUGH ITS
AGENCY THE DEPARTMENT OF
HOUSING AND URBAN
DEVELOPMENT
C/O THE U.S. ATTORNEY'S OFFICE
221 E. FOURTH STREET, SUITE 400,
CINCINNATI, OH 45202**

**UNITED STATES OF AMERICA
C/O U.S. ATTORNEY GENERAL
950 PENNSYLVANIA AVE. NW
WASHINGTON, DC 20530**

Defendants

FIRST CLAIM

1. Plaintiff is the holder of, or otherwise entitled to enforce, an Adjustable Rate Promissory Note, executed by ZENOBIA M. MITCHELL, on or about January 31, 2022, a copy of which is attached hereto, as Exhibit A.
2. On or about December 5, 2022, Borrower, ZENOBIA M. MITCHELL, died, and the subject property is not the principal residence of any surviving borrower. A copy of proof of death is attached hereto as Exhibit E.
3. By reason of the default in the terms of said Home Equity Conversion Note and the Mortgage securing same, the loan has been called due and payable. There is due thereon the loan balance of \$97,777.13 as of May 31, 2023, plus interest accruing thereafter pursuant to the terms of the Note, plus additional advances made for servicing fees, mortgage insurance premiums, real estate taxes, hazard insurance premiums, and property protections and maintenance, and other costs as set forth in the Home Equity Conversion Note. In a reverse mortgage, interest accrues on a compounding basis.

SECOND CLAIM

4. Plaintiff incorporates herein by reference all of the foregoing and further states that it is the holder of a certain Mortgage, a copy of which is attached hereto as Exhibit B, which was executed and delivered to secure said indebtedness. A copy of the assignment of said mortgage is attached hereto as Exhibit C.
5. Said Mortgage was filed for record on February 25, 2022, as Instrument Number 2022-0020860 of the Hamilton County Records, and thereby became and is the first and best lien after real estate taxes on the real estate property described therein.
6. The conditions of said Mortgage have been broken and the same has become absolute, and Plaintiff has fulfilled all applicable conditions precedent.
7. Pursuant to the covenants and conditions of said Mortgage, Plaintiff may, from time to time prior to or during the pendency of this action, advance funds to pay real estate taxes, hazard insurance premiums and or property protection.
8. The Defendants named herein have or may claim to have interests in said premises.
9. Defendant, TALIB H. STINSON, as Administrator of Estate of ZENOBIA M. MITCHELL, deceased, has or may claim to have an interest in the real estate but said interest is junior to that of the Plaintiff.
10. Defendants, ABDULRAHMAN RITTER AKA ABDUL-RAHMAN RITTER AKA RONALD RITTER, UYVONNE RITTER and REGINALD RITTER, have or may claim to have an interest in the real estate by virtue of being heirs of the borrower, ZENOBIA M. MITCHELL; however, said interest is junior to that of the Plaintiff.
11. Plaintiff states that it cannot discover the name of Defendant, UNKNOWN SPOUSE OF ABDULRAHMAN RITTER AKA ABDUL-RAHMAN RITTER AKA RONALD RITTER, IF ANY, NAME UNKNOWN, UNKNOWN SPOUSE OF UYVONNE RITTER, IF ANY, NAME UNKNOWN and UNKNOWN SPOUSE OF REGINALD RITTER, IF ANY, NAME UNKNOWN, who has or may claim to have an

interest in the real estate by virtue of a dower interest; however, said interest is junior to that of the Plaintiff.

12. Defendant, QUINCY COMMUNICATIONS DBA TAZZ ROOFING, has or may claim an interest in the subject real estate by virtue of an AFFIDAVIT FOR MECHANIC'S LIEN recorded May 26, 2020, as Instrument 2020-0048844 of the public records of HAMILTON County, OH. Upon information and belief, Plaintiff asserts that the lien was paid and not released of record and therefore any interest is junior to that of the Plaintiff.

13. Defendant, STATE OF OHIO DEPARTMENT OF TAXATION, has or may claim an interest in the subject real estate by virtue of a CERTIFICATE OF JUDGEMENT FOR LIEN UPON LANDS AND TENEMENTS recorded October 20, 2014, as Case No. 14-024386 and a CERTIFICATE OF JUDGMENT FOR LIEN UPON LANDS AND TENEMENTS recorded October 20, 2014, as Case No. 14-024385 and a CERTIFICATE OF JUDGMENT FOR LIEN UPON LANDS AND TENEMENTS recorded October 20, 2014, as Case No. 14-024384 and a CERTIFICATE OF JUDGEMENT FOR LIENS UPON LANDS AND TENEMENTS recorded March 3, 2021, as Instrument CJ21-006966 and a CERTIFCATE OF JUDGEMENT FOR LIEN UPON LANDS AND TENAMENTS recorded April 2, 2021, as Instrument CJ21-012165 of the public records of HAMILTON County, OH. Upon information and belief, Plaintiff asserts that the lien was paid and not released of record and therefore any interest is junior to that of the Plaintiff.

14. Plaintiff further states that the Defendant, UNITED STATES OF AMERICA ACTING BY AND THROUGH ITS AGENCY THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, has or may claim an interest in the subject real estate by virtue of an OPEN-END MORTGAGE (SECOND): ADJUSTABLE RATE HOME EQUITY CONVERSION MORTGAGE recorded February 25, 2022, at Instrument 2022-0020861 of the public records of HAMILTON County, OH, however, said interest is junior to that of the Plaintiff. A copy of said mortgage is attached hereto as Exhibit D.

WHEREFORE, Plaintiff demands Judgment *in rem*, for the amount owing and costs; plus any amounts advanced to pay real estate taxes, hazard insurance premiums or for property protection; that it be found to have a first and best lien on the premises described herein for the amount owing together with its advances for taxes, hazard insurance premiums or for property protection; that all Defendants equity of redemption be foreclosed; that all Defendants be required to assert their interests in said premises or be forever barred from asserting any interest therein; that all liens on said premises be marshaled and their priorities determined; that said premises be sold as upon execution and the proceeds of said sale be applied according to law; that the mortgage be reformed as requested and such other relief as is just and equitable, and costs.

Respectfully submitted,

/s/ Maria Williams

Brian S. Jackson, 0068516
Patricia L. Johnson, 0076669
Maria T. Williams, 0079972
Edward J. Delp IV, 0088641
Crystal L. Saresky, 0091328
Austin R. Decker, 0100918
Robertson, Anschutz, Schneid, Crane & Partners,
PLLC
Attorneys for Plaintiff
2400 Chamber Center Dr. Suite 220
Ft. Mitchell, KY 41017
Telephone: 470-321-7112
Facsimile: 833-310-1332
Email: kyohfilings@raslg.com

EXHIBIT A

State of OHIO

ADJUSTABLE-RATE NOTE (Home Equity Conversion)

January 31, 2022

[REDACTED]
9636 TANBARK COURT, CINCINNATI, Ohio 45231 (Property Address)

1. DEFINITIONS

"Borrower" means each person signing at the end of this Note. Borrower is a mortgagor who is an original borrower under the Loan Agreement and this Note. The term does not include Borrower's successors or assigns.

"Change Date" means each date on which the interest rate could change.

"Current Index" means the most recent Index figure available thirty (30) days before the Change Date.

"Eligible Non-Borrowing Spouse" means a Non-Borrowing Spouse who meets, and continues to meet, the Qualifying Attributes requirements established by the Commissioner that the Non-Borrowing Spouse must satisfy in order to be eligible for deferral of the due and payable status.

"Index" means a benchmark, known as the one year weekly average yield on United States Treasury securities adjusted to constant maturity of one year, as made available by the Board of Governors of the Federal Reserve System.

"Ineligible Non-Borrowing Spouse" means a Non-Borrowing Spouse who does not meet the Qualifying Attributes requirements established by the Commissioner that the Non-Borrowing Spouse must satisfy in order to be eligible for deferral of the due and payable status.

"Lender" means Jet Direct Funding Corp. and its successors and assigns.

"Loan Agreement" means the Home Equity Conversion Mortgage Adjustable Rate Loan Agreement dated January 31, 2022 by and between the Borrower and Lender.

"Mortgagor" is an original mortgagor under the Security Instrument. The term includes Mortgagor's heirs, executors, administrators, and assigns.

"Non-Borrowing Spouse" means the spouse N/A, as determined by the laws of the state in which the spouse N/A and Borrower N/A reside or the state of celebration of the Borrower N/A at the time of closing and who is not a Borrower.

"Note" means this Adjustable Rate Note executed by the Borrower.

"Property" means Borrower's property identified in the Security Instrument.

"Property Address" means the address provided above.

"Qualifying Attributes" means those requirements established by the Commissioner that the

Non-Borrowing Spouse must satisfy in order to be eligible for deferral of the due and payable status.

"Commissioner" means the Federal Housing Commissioner or his or her authorized representatives.

"Security Instrument" means the mortgage, deed of trust, security deed or other security instrument which is signed by Borrower and Mortgagor, and which secures this Note.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for amounts to be advanced by Lender to or for the benefit of Borrower under the terms of the Loan Agreement, Borrower promises to pay to the order of Lender a principal amount equal to the sum of \$262,500.00 and all Loan Advances made under the Loan Agreement with interest. Interest will be charged on unpaid principal until the full amount of principal has been paid. The Borrower will pay interest at a yearly rate of **Three AND Three Hundred Thirty Thousandth percent (3.330%)**. The interest rate may change in accordance with Paragraph 5 of this Note. The interest rate required by Paragraph 5 of this Note is the rate the Borrower will pay both before and after any default described in Paragraph 7 of this Note. The interest rate may change in accordance with Paragraph 5 of this Note. Accrued interest shall be added to the Principal Balance as a Loan Advance at the end of each month.

3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by the Security Instrument. The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

4. MANNER OF PAYMENT

(A) Time

Borrower shall pay all outstanding principal and accrued interest to Lender upon receipt of a notice by Lender requiring immediate payment-in-full, plus other notices, if any, which may be required by applicable law, as provided in Paragraph 7 of this Note.

(B) Place

Payment shall be made at Jet Direct Funding Corp., 111 West Main Street, Suite 110, Bay Shore, NY 11706 or any such other place as Lender may designate in writing by notice to Borrower.

(C) Limitation of Liability

Borrower shall have no personal liability for payment of the debt. Lender shall enforce the debt only through sale of the Property. If this Note is assigned to the Commissioner the Borrower shall not be liable for any difference between the mortgage insurance benefits paid to Lender and the outstanding indebtedness, including accrued interest, owed by Borrower at the time of the assignment.

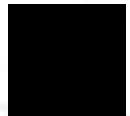
5. INTEREST RATE CHANGES

(A) Change Date

The interest rate may change on the first day of **March 1, 2022** and on the first day of each succeeding month.

(B) The Index

Beginning with the first Change Date, the adjustable interest rate will be based on an Index that is calculated by an administrator (the "Administrator") and approved by HUD. The Lender must use the most current Index value available before each Change Date, provided that if the Current



index is less than zero, then the Current Index will be deemed zero for purposes of calculating the Borrower's interest rate.

If the Index is no longer available, it will be replaced in accordance with Paragraph 5(G) below.

(C) Calculation of Interest Rate Changes

Before each Change Date, the Lender will calculate the Borrower's new interest rate by adding a Two AND Seven Hundred Fifty Thousandth percentage points (2.750%) (the "Margin") to the current Index. The Lender will then round the result of the Margin plus the Current Index to the nearest one-eighth of percentage point (0.125%). Subject to the limit stated in Paragraph 5(D) of this Note, this rounded amount will be the new interest rate until the next Change Date.

The Lender will then determine the amount that would be sufficient to repay the unpaid principal that the Borrower is expected to owe when the mortgage becomes due and payable.

(D) Limit on Interest Rate Changes

The interest rate will never increase above Thirteen AND Three Hundred Thirty Thousandth percent (13.330%).

(E) Notice of Changes

Lender will give notice to Borrower of any change in the interest rate. The notice must be given at least twenty-five (25) days before the new interest rate takes effect, and must set forth (i) the date of the notice, (ii) the Change Date, (iii) the old interest rate, (iv) the new interest rate, (v) the Current Index and the date it was published, (vi) the method of calculating the adjusted interest rate, and (vii) any other information which may be required by law from time to time.

(F) Effective Date of Changes

A new interest rate calculated in accordance with Paragraphs 5(C) and 5(D) of this Note will become effective on the Change Date, unless the Change Date occurs less than twenty five (25) days after Lender has given the required notice. If the interest rate calculated in accordance with Paragraphs 5(C) and 5(D) of this Note decreased, but Lender failed to give timely notice of the decrease and applied a higher rate than the rate which should have been stated in a timely notice, then Lender shall recalculate the Principal Balance owed under this Note so it does not reflect any excessive interest.

(G) Replacement Index

The Index is deemed to be no longer available and will be replaced if any of the following events (each, a "Replacement Event") occur: (i) the Administrator has permanently or indefinitely stopped providing the Index to the general public; (ii) the Administrator or its regulator issues an official public statement that the index is no longer reliable or representative; or (iii) HUD removes the Index as an approved index for adjustable rate Home Equity Conversion Mortgages.

If a Replacement Event occurs, the Lender will select a new index (the "Replacement Index"), which must be one of the indices approved by HUD at the time of a Replacement Event.

The Replacement Index, if any, will be operative immediately upon a Replacement Event and will be used to determine the Borrower's interest rate on Change Dates that are more than 25 days after a Replacement Event. The Index could be replaced more than once during the term of the Note, but only if another Replacement Event occurs. After a Replacement Event, all references to the "Index" shall be deemed to be references to the "Replacement Index".

The Lender will also give the Borrower notice of the Replacement Index, if any, and such other information required by applicable law and regulation.

6. BORROWER'S RIGHT TO PREPAY

A Borrower receiving monthly payments under the Loan Agreement has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty. Any amount of debt prepaid will first be applied to reduce the Principal Balance of the Second Note described in Paragraph 11 of this Note and then to reduce the Principal Balance of this Note.

All prepayments of the Principal Balance shall be applied by Lender as follows:

First, to that portion of the Principal Balance representing aggregate payments for mortgage insurance premiums;

Second, to that portion of the Principal Balance representing aggregate payments for servicing fees;

Third, to that portion of the Principal Balance representing accrued interest due under the Note; and

Fourth, to the remaining portion of the Principal Balance.

A Borrower may specify whether a prepayment is to be credited to that portion of the Principal Balance representing monthly payments or the line of credit. If Borrower does not designate which portion of the Principal Balance is to be prepaid, Lender shall apply any partial prepayments to an existing line of credit or create a new line of credit.

7. IMMEDIATE PAYMENT-IN-FULL

(A) Death

(i) Except as provided in Paragraph 7(A)(ii), Lender may require immediate payment in full of all outstanding principal and accrued interest if a Borrower dies and the Property is not the Principal Residence of at least one surviving Borrower.

(ii) Deferral of Due and Payable Status. Lender may not require immediate payment in full of all outstanding principal and accrued interest if a Non-Borrowing Spouse identified in this Note qualifies as an Eligible Non-Borrowing Spouse and provided the following conditions are, and continue to be, met:

- a. Such Eligible Non-Borrowing Spouse remained the spouse of the Borrower, identified in this Note, for the duration of the Borrower's lifetime;
- b. Such Eligible Non-Borrowing Spouse has occupied, and continues to occupy, the Property as [his/her] Principal Residence;
- c. All other obligations of the Borrower under this Note, the Loan Agreement and the Security Instrument continue to be satisfied;
- d. This Note is not eligible to be called due and payable for any other reason; and
- e. If requested by Lender, such Eligible Non-Borrowing Spouse signs an enforceable agreement suspending the statute of limitations applicable to the enforcement of a real property lien and any other document(s) Lender deems necessary to preserve (I) the priority of Lender's lien on the Property, (II) Lender's right to foreclose the security interest in the Property, and (III) Lender's right to exercise its default remedies available under the Security Instrument and this Note.

This sub-paragraph (ii) is inapplicable or null and void if an Eligible Non-Borrowing Spouse is or becomes an Ineligible Non-Borrowing Spouse at any time. Further, during a deferral of the due and payable status, should any of the conditions for deferral cease to be met, such a deferral shall immediately cease and this Note will become immediately due and payable in accordance with the provisions of Paragraph 7(A)(i) of this Note, after provisions of whatever notices, if any, may be required by applicable law.

(B) Sale

Lender may require immediate payment in full of all outstanding principal and accrued interest if a Borrower conveys all of his or her title to the Property and no other Borrower retains title to the Property in fee simple or on a leasehold interest as set forth in 24 CFR 206.45(a). A deferral of due and payable status is not permitted when a Lender requires immediate payment under this Paragraph.

(C) Other Grounds

Except as provided below for Paragraph 7(C)(ii), Lender may require immediate payment-in-full of all outstanding principal and accrued interest, upon approval by Commissioner the, if:

- (i) The Property ceases to be the Principal Residence of a Borrower for reasons other than death and the Property is not the Principal Residence of at least one other Borrower; or
- (ii) For a period of longer than twelve (12) consecutive months, a Borrower fails to occupy the Property because of physical or mental illness and the Property is not the Principal Residence of at least one other Borrower; or
- (iii) An obligation of the Borrower under the Security Instrument is not performed.

A deferral of due and payable status is not permitted when a Lender requires immediate payment in full under Paragraph 7(C) except Lender shall defer the Due and Payable requirement under Paragraph 7(C)(ii) above for any period of time ("Deferral Period") during which a Non-Borrowing Spouse identified in this Note qualifies as an Eligible Non-Borrowing Spouse and certifies all of the conditions in Paragraph 7(A)(ii) are, and continue to be, met. Such Deferral Period, if any, under sub-Paragraph 7(C)(ii) is inapplicable or null and void if an Eligible Non-Borrowing Spouse is or becomes an Ineligible Non-Borrowing Spouse at any time. Further, during a deferral of the due and payable status, should any of the conditions for deferral under sub-Paragraph 7(A)(ii) cease to be met, such a deferral shall immediately cease and the Note will become immediately due and payable.

(D) Payment of Costs and Expenses

If Lender has required immediate payment-in-full, as described above, the debt enforced through sale of the Property may include costs and expenses, including reasonable and customary attorney's fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

(E) Trusts

Conveyance of a Borrower's interest in the Property to a trust which meets the requirements of the Commissioner, or conveyance of a trust's interests in the Property to a Borrower, shall not be considered a conveyance for purposes of this Paragraph. A trust shall not be considered an occupant or be considered as having a Principal Residence for purposes of this Paragraph.

8. WAIVERS

Borrower waives the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of Dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

9. GIVING OF NOTICES

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

Any notice to a Non-Borrowing Spouse provided for under this Note will be given by delivering it or by

mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address.

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

10. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note only through sale of the Property.

11. RELATIONSHIP TO SECOND NOTE

(A) Second Note

Because Borrower will be required to repay amounts which the Commissioner may make to or on behalf of Borrower pursuant to Section 255 (j)(1)(A) of the National Housing Act and the Loan Agreement, the Commissioner has required Borrower to grant a Second Note to the Commissioner.

(B) Relationship of Commissioner Payments to this Note

Payments made by the Commissioner shall not be included in the debt due under this Note unless:

- (i) This Note is assigned to the Commissioner; or
- (ii) The Commissioner accepts reimbursements by the Lender for all payments made by the Commissioner.

If the circumstances described in (i) or (ii) occur, then all payments by the Commissioner, including interest on the payments, shall be included in the debt.

(C) Effect on Borrower

Where there is no assignment or reimbursement as described in (B)(i) or (ii) and the Commissioner makes payments to Borrower, then Borrower shall not:

- (i) Be required to pay amounts owed under this Note until the Commissioner has required payment-in-full of all outstanding principal and accrued interest under the Second Note held by the Commissioner, notwithstanding anything to the contrary in Paragraph 7 of this Note; or
- (ii) Be obligated to pay interest under this Note at any time, whether accrued before or after the payments by the Commissioner, and whether or not accrued interest has been included in the Principal Balance of this Note, notwithstanding anything to the contrary in Paragraphs 2 or 5 of this Note.

12. THIRD-PARTY BENEFICIARY

Except as set forth in Paragraph 7(A)(ii) and only for an Eligible Non-Borrowing Spouse, this Note does not and is not intended to confer any rights or remedies upon any person other than the parties.

Borrower agrees that it is not a third-party beneficiary to the Contract of Insurance between HUD and Lender.

13. SUCCESSORS AND ASSIGNS

Notwithstanding anything to the contrary herein, upon the death of the last surviving Borrower, the Borrower's successors and assigns will be bound to perform Borrower's obligations under this Note.

14. CAPITALIZED TERMS

Capitalized terms not defined in this Note shall have the meanings ascribed to them in the Loan Agreement.

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

Zenobia R. Mitchell (SEAL)
ZENOBIA M. MITCHELL

1-31-22
Date

Loan Originator Organization

Mortgage Loan Originator Organization: **Jet Direct Funding Corp.**

Nationwide Mortgage Licensing system and Registry Identification Number: **3542**

Individual Loan Originator

Mortgage Loan Originator: **Jamie Naber**

Nationwide Mortgage Licensing system and Registry Identification Number: **69230**

Allonge

Loan Number: [REDACTED]

FHA Case Number: [REDACTED]

Borrower Name(s): **ZENOBIA M. MITCHELL**

CERTIFIED TRUE COPY

Property Address: **9636 TANBARK COURT
CINCINNATI, Ohio 45231**

Note/Loan Amount: **\$262,500.00**

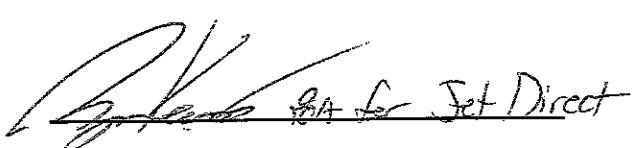
Note/Loan Date: **1/31/2022**

PAY TO THE ORDER OF:

Longbridge Financial, LLC

WITHOUT RE COURSE

Company Name: **Jet Direct Funding Corp.**

Signature: 

Name: **Ryan Kaverick**

Funding Specialist

Title: _____

Unmarried Borrower Certification



I hereby certify that I am not married and I understand that my HECM loan does not contain a deferral of a due and payable status to prevent the displacement of any spouse to whom I may become legally married to in the future.

WARNING: Federal law provides that anyone who knowingly or willfully makes or uses a document containing any false, fictitious, or fraudulent statement or entry may be criminally prosecuted and may incur civil administrative liability.

Zenobia R. Mitchell
ZENOBIA M. MITCHELL

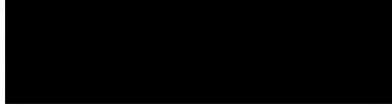
1-31-22
Date

EXHIBIT B

Scott Crowley
Hamilton County Recorder's Office
Doc #: 2022-0020860 Type: MT
Filed: 02/25/22 12:57:52 PM \$166.00
Off. Rec.: 14612 01870 F 16 353


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OPEN-END MORTGAGE: ADJUSTABLE RATE HOME EQUITY CONVERSION MORTGAGE

State of OHIO


THIS MORTGAGE ("Security Instrument") is given on January 31, 2022. The mortgagor is **ZENOBLA M. MITCHELL, AN UNMARRIED PERSON**, whose address is **9636 TANBARK COURT, CINCINNATI, Ohio 45231** ("Borrower"). Borrower is a mortgagor who is an original borrower under the Loan Agreement and Note. The term "Borrower" does not include the Borrower's successors and assigns. Mortgagor is an original mortgagor under this Security Instrument. The term "Mortgagor" includes Mortgagor's heirs, executors, administrators, and assigns. This Security Instrument is given to **Mortgage Electronic Registration Systems, Inc. ("MERS")**, which is organized and existing under the laws of Delaware, and whose address is P.O. Box 2026, Flint, MI 48501-2026, telephone (888) 679-MERS. Jet Direct Funding Corp. is organized and existing under the laws of Delaware, and has an address of 111 West Main Street, Suite 110, Bay Shore, NY 11706 ("Lender"). Borrower has agreed to repay to Lender amounts which Lender is obligated to advance, including future advances, under the terms of a Home Equity Conversion Mortgage Adjustable Rate Loan Agreement dated the same date as this Security Instrument ("Loan Agreement"). The agreement to repay is evidenced by Borrower's Adjustable-Rate Note dated the same date as this Security Instrument ("Note"). The mortgagee of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest at a rate subject to adjustment (interest), and all renewals, extensions and modifications of the Note, up to a maximum principal amount of **Two Hundred Sixty Two Thousand, Five Hundred Dollars and Zero Cents (U.S. \$262,500.00)**; (b) the payment of all other sums, with interest, advanced under Paragraph 5 to protect the security of this Security Instrument or otherwise due under the terms of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument, the Note and Loan Agreement. The full debt, including amounts described in (a), (b), and (c) above, if not due earlier, is due and payable on **March 18, 2080**.

For this purpose, Borrower and Mortgagor do hereby mortgage, grant and convey to MERS and to the successors and assigns of MERS, the following described property located in and being the same Property conveyed to Borrower by that certain Deed recorded in Volume 4012, Page 843, of the Recorder's Office in HAMILTON County, OHIO:

See legal description as Exhibit A attached hereto and made a part hereof for all intents and purposes

which has the address of

9636 TANBARK COURT, CINCINNATI, Ohio 45231, ("Property Address")

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower 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 AND MORTGAGOR COVENANTS that each is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered. Borrower and Mortgagor warrant 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, Mortgagor and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest.** Borrower shall pay when due the principal of \$262,500.00, and interest on, the debt evidenced by the Note.
- 2. Payment of Property Charges.** Borrower shall pay all property charges consisting of property taxes, public assessments, repairs, hazard insurance premiums, flood insurance premiums, ground rents, condominium fees, planned unit development fees, homeowner's association fees, and any other special assessments that may be required by local or state law in a timely manner, and shall provide evidence of payment to Lender, unless Lender pays property charges as provided for and in accordance with the Loan Agreement.
- 3. Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including, but not limited to, fire and flood, for which Lender requires insurance. Such insurance shall be maintained in the amounts, and for the periods that Lender requires; Lender has the discretion to increase or decrease the amount of any insurance required at any time provided the amount is equal to or greater than any minimum required by the Federal Housing Commissioner ("Commissioner"). Whether or not Lender imposes a flood insurance requirement, Borrower shall at a minimum insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Commissioner. If the Lender imposes insurance requirements, all insurance shall be carried with companies approved by Lender, and the insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to,

Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss to Lender instead of to Borrower and Lender jointly. Insurance proceeds shall be applied to restoration or repair of the damaged Property, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied first to the reduction of any indebtedness under a Second Note and Second Security Instrument (as described in Paragraph 15) held by the Commissioner on the Property and then to the reduction of the indebtedness under the Note and this Security Instrument. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

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

4. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's Principal Residence after the execution of this Security Instrument and Borrower (or at least one Borrower, if initially more than one person are Borrowers) shall continue to occupy the Property as Borrower's Principal Residence for the term of the Security Instrument.

Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. As provided by and subject to Applicable Law, Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a Principal Residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

5. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument in the manner provided in Paragraph 14(c).

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

To protect Lender's security in the Property, Lender shall advance and charge to Borrower all amounts due to the Commissioner for the Mortgage Insurance Premium as defined in the Loan Agreement as

well as all sums due to the loan servicer for servicing activities as defined in the Loan Agreement. Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower as provided for in the Loan Agreement and shall be secured by this Security Instrument.

6. Inspection. Lender or its agent may enter on, inspect or make appraisals of the Property in a reasonable manner and at reasonable times provided that Lender shall give the Borrower notice prior to any inspection or appraisal specifying a purpose for the inspection or appraisal which must be related to Lender's interest in the Property. If the Property is vacant or abandoned or the loan is in default, Lender may take reasonable action to protect and preserve such vacant or abandoned Property without notice to the Borrower.

7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation, or other taking of any part of the Property, or for conveyance in place of condemnation shall be paid to Lender. The proceeds shall be applied first to the reduction of any indebtedness under a Second Note and Second Security Instrument (as described in Paragraph 15) held by the Commissioner on the Property, and then to the reduction of the indebtedness under the Note and this Security Instrument. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

8. Fees. Lender may collect fees and charges authorized by the Commissioner and not prohibited by Applicable Law.

9. Non-Borrowing Spouse. Borrower, N/A is married under the laws of Ohio to N/A ("Non-Borrowing Spouse"), who is not a Borrower under the terms of the "Note," "Loan Agreement" or this Security Instrument.

- (a) Eligible Non-Borrowing Spouse - A Non-Borrowing Spouse identified by the Borrower who meets, and continues to meet, the Qualifying Attributes requirements established by the Commissioner and applicable law that the Non-Borrowing Spouse must satisfy in order to be eligible for the Deferral Period.
- (b) Ineligible Non-Borrowing Spouse - A Non-Borrowing Spouse who does not meet the Qualifying Attributes requirements established by the Commissioner or Applicable Law that the Non-Borrowing Spouse must satisfy in order to be eligible for the Deferral Period.

10. Grounds for Acceleration of Debt.

(a) Due and Payable - Death.

(i) Except as provided in Paragraph 10(a)(ii), Lender may require immediate payment in full of all sums secured by this Security Instrument if a Borrower dies and the Property is not the Principal Residence of at least one surviving Borrower.

(ii) Lender shall defer the due and payable requirement under Paragraph 10(a)(i) above for any period of time ("Deferral Period") in which a Non-Borrowing Spouse identified in Paragraph 9 qualifies as an Eligible Non-Borrowing Spouse and certifies all of the following conditions are, and continue to be, met:

- a. Such Eligible Non-Borrowing Spouse remained the spouse of the identified Borrower for the duration of such Borrower's lifetime;
- b. Such Eligible Non-Borrowing Spouse has occupied, and continues to occupy, the Property as [His/Her] Principal Residence;
- c. All other obligations of the Borrower under the Note, the Loan Agreement and this Security Instrument continue to be satisfied; and
- d. The Note is not eligible to be called due and payable for any other reason; and
- e. If requested by Lender, such Eligible Non-Borrowing Spouse and the Mortgagor, if different, sign an enforceable agreement suspending the statute of limitations applicable to the enforcement of a real property lien and any other document(s) Lender deems necessary to preserve (I) the priority of Lender's lien on the Property, (II) Lender's right to foreclose the security interest in the Property, and (III) Lender's right to exercise its default remedies available under this Security Instrument and the Note.

This Subparagraph (ii) is inapplicable or null and void if an Eligible Non-Borrowing Spouse is or becomes an Ineligible Non-Borrowing Spouse at any time. Further, during a deferral of the due and payable status, should any of the conditions for deferral cease to be met, such a deferral shall immediately cease and the Note will become immediately due and payable in accordance with the provisions of Paragraph 7 (A)(i) of the Note.

(b) Due and Payable - Sale. Lender, , may require immediate payment in full of all sums secured by this Security Instrument if all of a Borrower's title in the Property (or his or her beneficial interest in a trust owning all or part of the Property) is sold or otherwise transferred and no other Borrower retains title to the Property in fee simple or retains a leasehold under a lease for not less than 99 years which is renewable or a lease having a remaining period of not less than 50 years beyond the date of the 100th birthday of the youngest Borrower or retains a life estate (or retaining a beneficial interest in a trust with such an interest in the Property). A deferral of due and payable status is not permitted when a Lender requires immediate payment in full under this Paragraph.

(c) Due and Payable with Commissioner Approval. - Except as provided below for Paragraph 10(C)(ii), Lender, may require immediate payment in full of all sums secured by this Security Instrument, upon approval of the Commissioner, if:

- (i) The Property ceases to be the Principal Residence of a Borrower for reasons other than death and the Property is not the Principal Residence of at least one other Borrower ; or
- (ii) For a period of longer than twelve (12) consecutive months, a Borrower fails to occupy the

Property because of physical or mental illness and the Property is not the Principal Residence of at least one other Borrower; or

- (iii) An obligation of the Borrower under this Security Instrument is not performed..

A deferral of due and payable status is not permitted when a Lender requires immediate payment in full under this Paragraph 10(C), except Lender shall defer the Due and Payable requirement under Paragraph 10(C)(ii) above for any period of time ("Deferral Period") during which a Non-Borrowing Spouse identified in Paragraph 9 qualifies as an Eligible Non-Borrowing Spouse and certifies all of the conditions in Paragraph 10(A)(ii) are, and continue to be, met. Such Deferral Period, if any, under sub-Paragraph 10(C)(ii) is inapplicable or null and void if an Eligible Non-Borrowing Spouse is or becomes an Ineligible Non-Borrowing Spouse at any time. Further, during a deferral of the due and payable status, should any of the conditions for deferral under sub-Paragraph 10(A)(ii) cease to be met, such a deferral shall immediately cease and the Note will become immediately due and payable.

(d) Notice and Certification to Lender. Borrower shall complete and provide to the Lender on an annual basis a certification, in a form prescribed by the Lender, stating whether the Property remains the Borrower's Principal Residence and, if applicable, the Principal Residence of his or her Non-Borrowing Spouse. Where a Borrower has identified a Non-Borrowing Spouse in Paragraph 9 and the identified Non-Borrowing Spouse qualifies as an Eligible Non-Borrowing Spouse, the Borrower shall also complete and provide to the Lender on an annual basis an Eligible Non-Borrowing Spouse certification, in a form prescribed by the Lender, certifying that all requirements for the application of a Deferral Period continue to apply and continue to be met. During a Deferral Period, the annual Principal Residence certification must continue to be completed and provided to the Lender by the Eligible Non-Borrowing Spouse. The Borrower shall also notify Lender whenever any of the events listed in Paragraph 10 (b) and (c) occur.

(e) Notice to Commissioner and Borrower. Lender shall notify the Commissioner and Borrower whenever the loan becomes due and payable under Paragraph 10 (b) and (c). Lender shall not have the right to commence foreclosure until Borrower has had thirty (30) days after notice to either:

- (i) Correct the matter which resulted in the Security Instrument coming due and payable; or
- (ii) Pay the balance in full; or
- (iii) Sell the Property for the lesser of the balance or ninety-five percent (95%) of the appraised value and apply the net proceeds of the sale toward the balance; or
- (iv) Provide the Lender with a deed-in-lieu of foreclosure.

(f) Notice to Commissioner and Eligible Non-Borrowing Spouse. Lender shall notify the Commissioner and any Eligible Non-Borrowing Spouse whenever any event listed in Paragraph 10 (b) and (c) occurs during a Deferral Period.

(g) Trusts. Conveyance of a Borrower's interest in the Property to a trust which meets the requirements of the Commissioner, or conveyance of a trust's interests in the Property to a Borrower, shall not be considered a conveyance for purposes of this Paragraph 10. A trust shall not be considered an occupant or be considered as having a Principal Residence for purposes of this Paragraph 10.

(h) Mortgage Not Insured. Borrower agrees that should this Security Instrument and the Note not be eligible for insurance under the National Housing Act within eight (8) months from the date

hereof, if permitted by applicable law Lender may, at its option, require immediate payment-in-full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Commissioner dated subsequent to eight (8) months from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility.

Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender failure to remit a mortgage insurance premium to the Commissioner.

11. No Deficiency Judgments. Borrower shall have no personal liability for payment of the debt secured by this Security Instrument. Lender may enforce the debt only through sale of the Property. Lender shall not be permitted to obtain a deficiency judgment against Borrower if the Security Instrument is foreclosed. If this Security Instrument is assigned to the Commissioner upon demand by the Commissioner, Borrower shall not be liable for any difference between the mortgage insurance benefits paid to Lender and the outstanding indebtedness, including accrued interest, owed by Borrower at the time of the assignment.

12. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full. This right applies even after foreclosure proceedings are instituted. Within 30 business days of learning of the occurrence of any event listed in paragraph 10 of this Security Instrument, the Lender shall notify the Borrower and their authorized designee, in writing, of such occurrence, along with information on the right to cure, if curable. The Lender must then allow the Borrower 45 calendar days to cure. Lender may only terminate this Loan if the Borrower fails to cure any termination event within such 45-calendar day period. To reinstate this Security Instrument, Borrower shall correct the condition which resulted in the requirement for immediate payment in full. The actual cost of arranging for the sale or court-approved foreclosure of the real property securing the loan may be added to the Principal Balance of the Loan. Such fee may include actual broker's fees, advertising costs, moving and/or storage costs and legal and other fees representing actual fees or costs charged to the Lender. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two (2) years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the Security Instrument.

13. Deferral Period Reinstatement. If a Deferral Period ceases or becomes unavailable because a Non-Borrowing Spouse no longer satisfies the Qualifying Attributes for a Deferral Period and has become an Ineligible Non-Borrowing Spouse, neither the Deferral Period nor the Security Instrument may be reinstated. In the event a Deferral Period ceases because an obligation of the Note, the Loan Agreement, or this Security Instrument has not been met or the Note has become eligible to be called due and payable and is in default for a reason other than death, an Eligible Non-Borrowing Spouse may have a Deferral Period and this Security Instrument reinstated provided that the condition which resulted in the Deferral Period ceasing is corrected within thirty (30) days, or such longer period that may be permitted by applicable law. A Lender may require the Eligible Non-Borrowing Spouse to pay for foreclosure costs and reasonable and customary attorney's fees and expenses properly associated with the foreclosure proceeding, such costs may not be added to the Principal Balance. Upon reinstatement by the Eligible Non-Borrowing Spouse, the Deferral Period and this Security Instrument and the obligations that it secures shall remain in effect as if the Deferral Period had not ceased and the Lender had not required immediate payment in full. However, except to the extent otherwise required by applicable law, Lender is not required to permit reinstatement if: (i) the Lender has accepted a reinstatement of either the Deferral Period or this Security Instrument within the past two (2) years immediately preceding the current notification to the Eligible Non-Borrowing Spouse that the mortgage

is due and payable; (ii) reinstatement of either the Deferral Period or this Security Instrument will preclude foreclosure in the future, or (iii) reinstatement of either the Deferral Period or Security Instrument will adversely affect the priority of this Security Instrument.

14. Lien Status.

(a) Modification.

Borrower and Mortgagor agree to extend this Security Instrument in accordance with this Paragraph 14(a). If Lender determines that the original lien status of the Security Instrument is jeopardized under state law (including but not limited to situations where the amount secured by the Security Instrument equals or exceeds the maximum principal amount stated or the maximum period under which loan advances retain the same lien priority initially granted to loan advances has expired or the priority or applicability of the Security Instrument in security or to secure future advances has been jeopardized or adversely affected) and state law permits the original lien status to be maintained for future loan advances through the execution and recordation of one or more documents, then Lender shall obtain title evidence at Borrower's expense. If the title evidence indicates that the Property is not encumbered by any liens (except this Security Instrument, the Second Security Instrument described in Paragraph 15(a) and any subordinate liens that the Lender determines will also be subordinate to any future loan advances), Lender shall request the Borrower and Mortgagor to execute any documents necessary to protect the lien status of future loan advances. Borrower and Mortgagor agree to execute such documents. If state law does not permit the original lien status to be extended to future loan advances, Borrower will be deemed to have failed to have performed an obligation under this Security Instrument.

(b) Tax Deferral Programs.

Borrower shall not participate in a real estate tax deferral program, if any liens created by the tax deferral are not subordinate to this Security Instrument.

(c) Prior Liens.

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

15. Relationship to Second Security Instrument.

(a) Second Security Instrument. In order to secure payments which the Commissioner may make to or on behalf of Borrower pursuant to Section 255(1)(A) of the National Housing Act and the Loan Agreement, the Commissioner has required Borrower to execute a Second Note and a Second Security Instrument on the Property.

(b) Relationship of First and Second Security Instruments. Payments made by the Commissioner shall not be included in the debt under the Note unless:

- (i) This Security Instrument is assigned to the Commissioner; or
- (ii) The Commissioner accepts reimbursement by the Lender for all payments made by the Commissioner.

If the circumstances described in (i) or (ii) occur, then all payments by the Commissioner, including interest on the payments, but excluding late charges paid by the Commissioner, shall be included in the debt under the Note.

(c) Effect on Borrower. Where there is no assignment or reimbursement as described in (b)(i) or (ii) and the Commissioner makes payments to Borrower, then Borrower shall not:

- (i) Be required to pay amounts owed under the Note, or pay any rents and revenues of the Property under Paragraph 23 to Lender or a receiver of the Property, until the Commissioner has required payment-in-full of all outstanding principal and accrued interest under the Second Note; or
- (ii) Be obligated to pay interest or shared appreciation under the Note at any time, whether accrued before or after the payments by the Commissioner, and whether or not accrued interest has been included in the principal balance under the Note.

(d) No Duty of the Commissioner. The Commissioner has no duty to Lender to enforce covenants of the Second Security Instrument or to take actions to preserve the value of the Property, even though Lender may be unable to collect amounts owed under the Note because of restrictions in this Paragraph 15.

16. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

17. Successors and Assigns Bound; Joint and Several Liability. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender. Borrower may not assign any rights or obligations under this Security Instrument or under the Note, except to a trust that meets the requirements of the Commissioner. Borrower's covenants and agreements shall be joint and several.

Notwithstanding anything to the contrary herein, upon the death of the last surviving Borrower, the Borrower's successors and assigns will be bound to perform Borrower's obligations under this Security Instrument.

18. Notices. Notice required or permitted by this Loan Agreement shall be provided as set forth in this Paragraph 18 unless otherwise required by applicable law. Any notice to Borrower or Mortgagor provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail. The notice shall be directed to the Property Address or any other address all Borrowers jointly

designate. Notices to Mortgagor shall be given at the address provided by Mortgagor to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Except as otherwise required by applicable law any notice to a Non-Borrowing Spouse provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower, Lender, Mortgagor or Non-Borrowing Spouse when given as provided in this Paragraph 18.

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

20. Borrower's and Mortgagor's Copy. Borrower shall be given one conformed copy of the Note and this Security Instrument, and Mortgagor shall be given one conformed copy of this Security Instrument.

21. Third-Party Beneficiary. Except as set forth in Paragraph 10(a)(ii) and only for an Eligible Non-Borrowing Spouse, this Security Instrument does not and is not intended to confer any rights or remedies upon any person other than the parties. Borrower agrees that it is not a third-party beneficiary to the Contract of Insurance between HUD and Lender.

22. Capitalized Terms. Capitalized terms not defined in this Security Instrument shall have the meanings ascribed to them in the Loan Agreement.

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

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

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

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 23.

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

24. Foreclosure Procedure. If Lender requires immediate payment-in-full under Paragraph 10, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 24, including, but not limited to, costs of title evidence.

25. Lien Priority. The full amount secured by this Security Instrument shall have the same priority over any other liens on the Property as if the full amount had been disbursed on the date the initial disbursement was made, regardless of the actual date of any disbursement. The amount secured by this Security Instrument shall include all direct payments by Lender to Borrower and all other loan advances permitted by this Security Instrument for any purpose. This lien priority shall apply notwithstanding any State constitution, law or regulation, except that this lien priority shall not affect the priority of any liens for unpaid State or local governmental unit special assessments or taxes.

26. Adjustable-Rate Feature. Under the Note, the initial stated interest rate of 3.330% which accrues on the unpaid principal balance ("Initial Interest Rate") is subject to change, as described below. When the interest rate changes, the new adjusted interest rate will be applied to the total outstanding principal balance. Each adjustment to the interest rate will be based upon the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year ("Index") plus a margin. The Index is published in the Federal Reserve Bulletin and made available by the United States Treasury Department in Statistical Release H.15 (519). If the Index is no longer available, Lender will be required to use any index prescribed by the Commissioner. Lender will give Borrower notice of new index.

Lender will perform the calculations described below to determine the new adjusted interest rate. The interest rate may change on **March 1, 2022** and on the first day of each succeeding month. ("Change Date"). Change Date means each date on which the interest rate could change.

The value of the Index will be determined, using the most recent Index figure available thirty (30) days before the Change Date ("Current Index"). Before each Change Date, the new interest rate will be calculated by adding a margin to the Current Index, then rounded to the nearest one-eighth of one percentage point (0.125%). This rounded sum of the margin plus the Current Index will be called the "Calculated Interest Rate" for each Change Date. The Calculated Interest Rate will be compared to the interest rate in effect immediately prior to the current Change Date (the "Existing Interest Rate").

The Calculated Interest Rate will never increase above 13.330%

The Calculated Interest Rate will be adjusted if necessary to comply with the rate limitation(s) described above and will be in effect until the next Change Date. At any change date, if the Calculated Interest Rate equals the Existing Interest Rate, the interest rate will not change.

27. 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.

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

29. Obligatory Loan Advances. Lender's responsibility to make Loan Advances under the terms of the Loan Agreement, including Loan Advances of principal to Borrower, as well as Loan Advances for interest, MIP, Servicing Fees, and other charges, shall be obligatory.

30. Future Advances. In addition to any other debt or obligation secured hereby, Borrower and Lender intend that this Security Instrument shall secure unpaid balances of loan advances made by the Lender hereof after this Security Instrument is delivered to the HAMILTON County, Ohio, Recorder for record, to the fullest extent and with the highest priority contemplated by Section 5301.232 of the Ohio Revised Code. The maximum amount of unpaid loan indebtedness, exclusive of interest thereon, and protective advances made as contemplated herein and in Section 5301.232 of the Ohio Revised Code which may be outstanding at any time is \$262,500.00.

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

Condominium Rider

Planned Unit Development Rider

Other [Specify]

32. Nominee Capacity of MERS. MERS Serves as mortgagee of record and secured party solely as nominee for Lender and its successors and assigns and holds legal title to the interests granted, assigned, and transferred herein. All payments or deposits with respect to the Secured Obligations shall be made to Lender, all advances under the Loan Documents shall be made by Lender, and all consents, approvals, or other determinations required or permitted of Mortgagee herein shall be made by Lender. MERS shall at all times comply with the instructions of Lender and its successors and assigns. If necessary to comply with law or custom, MERS (for the benefit of Lender and its successors and assigns) may be directed by Lender to exercise any or all of those interests, including without limitation, the right to foreclose and sell the Property, and take any action required of Lender, including without limitation, a release, discharge or reconveyance of this Security Instrument.

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

Zenobia R. Mitchell (SEAL)
 ZENOBIA M. MITCHELL

1-31-22
 Date

[Space Below This Line For Acknowledgment]

State of OHIO

County of Hamilton

The foregoing instrument was acknowledged before me this 1/31/22 (date),
 by Latesha Deshawn Douglas-Glynn (name of person acknowledged).



LATESHA DESHAWN DOUGLAS-GLYNN
 Notary Public
 State of Ohio
 My Comm. Expires
 April 12, 2026

Petition of Zenobia Mitchell
 (signature of person taking acknowledgment)

Notary Public - Signature
 (title or rank)

(serial number, if any)

record and return to:

this instrument was prepared by:

Lynn Calcaterra

Loan Originator Organization

Mortgage Loan Originator Organization: **Jet Direct Funding Corp.**

Nationwide Mortgage Licensing system and Registry Identification Number: **3542**

Individual Loan Originator

Mortgage Loan Originator: **Jamiel Naber**

Nationwide Mortgage Licensing system and Registry Identification Number: **69230**

EXHIBIT A

Exhibit A to the Security Instrument made on January 31, 2022, by **ZENOBIA M. MITCHELL, AN UNMARRIED PERSON** ("Borrower") and ("Mortgagor") to **Mortgage Electronic Registration Systems, Inc.** ("MERS") ("Mortgagee"). The Property is located in the county of **HAMILTON**, state of **Ohio**, described as follows:

Description of Property

SEE EXHIBIT A ATTACHED

Prior Reference Number: Page: 4022, Volume 843, HAMILTON County, Ohio Records

Exhibit "A"
Legal Description

The following described property as follows:

Situate in Section 27, Town 3, Entire Range 2, Miami Purchase, Springfield Township, Hamilton County, Ohio, and being all of Lot No. 296, Block "F", Lexington Heights subdivision, as the same is recorded in Plat Book 110, Pages 11-14, of the Hamilton county, Ohio Recorder's Office.

Parcel ID#: 590-0322-0022-00

For information only: 9636 Tanbark Ct, Cincinnati, OH 45231
BEING THE SAME PROPERTY CONVEYED TO ZENOBIA M. MITCHELL BY DEED FROM RICHARD MITCHELL,
FORMERLY THE HUSBAND OF ZENOBIA M. MITCHELL RECORDED 07/31/1975 IN DEED BOOK 4022 PAGE
843, IN THE RECORDER'S OFFICE OF HAMILTON COUNTY, OHIO.

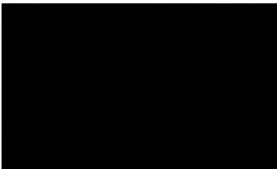
EXHIBIT C

Scott Crowley
Hamilton County Recorder's Office
Doc #: 2023-0005177 Type: AM
Filed: 01/20/23 07:26:58 AM \$46.00
Off. Rec.: 14836 00051 F 3 22


Prepared By:
CELINK/LAUREN ALLWARD
3900 Capital City Blvd
Lansing, MI 48906

After Recording Return To: DOC SOLUTIONS::ATTN: REGINA MONTES / LORI LOWE::2316
SOUTHMORE AVE::PASADENA, TX 77502

DocSolutionUSA, LLC, d/b/a DocSolution, Inc. did not prepare a title search of the Property described in the document below. The Preparer of this document makes no representation as to the status and validity of, including, but not limited to, the title, loan history, boundary survey, property use, or zoning regulations of the Property assigned, transferred, conveyed, released, or any other disposition of the Property. Information herein was provided to preparer by Grantor/Grantee and/or their Agent.

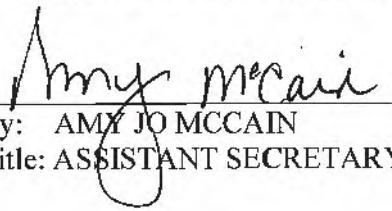


ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS MORTGAGEE, whose address is P.O. Box 2026, Flint, MI 48501-2026, AS NOMINEE FOR JET DIRECT FUNDING CORP., ITS SUCCESSORS AND ASSIGNS, does hereby assign and transfer to LONGBRIDGE FINANCIAL LLC,ITS SUCCESSORS AND ASSIGNS,, forever without recourse, whose address is 1 INTERNATIONAL BLVD, SUITE 410, MAHWAH, NJ 07495, all its right, title and interest in and to the described Mortgage executed by ZENOBIA M. MITCHELL,AN UNMARRIED PERSON, to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS MORTGAGEE AS NOMINEE FOR JET DIRECT FUNDING CORP., ITS SUCCESSORS AND ASSIGNS for \$262,500.00, dated 1/31/2022 of record on 2/25/2022 in Book 14612 Page 01870 at Document Number 2022-0020860, in the HAMILTON County Clerk's Office, State of OHIO.
Property Address: 9636 TANBARK COURT, CINCINNATI, OHIO 45231
Legal description: SEE ATTACHED EXHIBIT "A"
Parcel: 590-0322-0022-00

Executed this December 29, 2022

**MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS
MORTGAGEE AS NOMINEE FOR JET DIRECT FUNDING CORP., ITS
SUCCESSORS AND ASSIGNS**

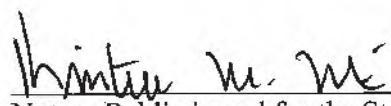

By: AMY JO MCCAIN
Title: ASSISTANT SECRETARY

STATE OF MICHIGAN

COUNTY OF CLINTON

Before me, the undersigned officer, on this day, personally appeared AMY JO MCCAIN the ASSISTANT SECRETARY of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS MORTGAGEE AS NOMINEE FOR JET DIRECT FUNDING CORP., ITS SUCCESSORS AND ASSIGNS known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal this DEC 29 2022.


Notary Public in and for the State of MICHIGAN

Notary's Printed Name: Kristina M. Mireles

My Commission Expires: 9-11-2027

For \$262,500.00 dated 1/31/2022

KRISTINA M. MIRELES
NOTARY PUBLIC-STATE OF MICHIGAN
COUNTY OF EATON

My Commission Expires September 11, 2027
Acting in the County of Clinton

Exhibit "A"
Legal Description

The following described property as follows:

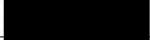
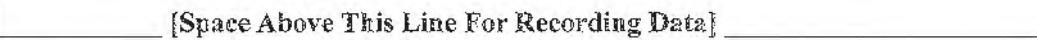
Situate in Section 27, Town 3, Entire Range 2, Miami Purchase, Springfield Township, Hamilton County, Ohio, and being all of Lot No. 296, Block "F", Lexington Heights subdivision, as the same is recorded in Plat Book 110, Pages 11-14, of the Hamilton County, Ohio Recorder's Office.

Parcel ID#: 590-0322-0022-00 ✓

For information only: 9636 Tanbark Ct, Cincinnati, OH 45231
BEING THE SAME PROPERTY CONVEYED TO ZENOBIA M. MITCHELL BY DEED FROM RICHARD MITCHELL,
FORMERLY THE HUSBAND OF ZENOBIA M. MITCHELL RECORDED 07/31/1975 IN DEED BOOK 4022 PAGE
843, IN THE RECORDER'S OFFICE OF HAMILTON COUNTY, OHIO.

EXHIBIT D

Scott Crowley
Hamilton County Recorder's Office
Doc #: 2022-0020861 Type: MT
Filed: 02/25/22 12:57:52 PM \$166.00
Off. Rec.: 14612 01886 F 16 354

 [Space Above This Line For Recording Data] **OPEN-END MORTGAGE (SECOND):
ADJUSTABLE RATE HOME EQUITY CONVERSION MORTGAGE****State of OHIO**


THIS MORTGAGE ("Security Instrument" or "Second Security Instrument") is given on **January 31, 2022**. The mortgagor is **ZENOBLA M. MITCHELL, AN UNMARRIED PERSON**, whose address is **9636 TANBARK COURT, CINCINNATI, Ohio 45231** ("Borrower"). Borrower is a mortgagor who is an original borrower under the Loan Agreement and Note. The term "Borrower" does not include the Borrower's successors and assigns. Mortgagor is an original mortgagor under this Security Instrument. The term "Mortgagor" includes Mortgagor's heirs, executors, administrators, and assigns. This Security Instrument is given to the Federal Housing Commissioner, whose address is 451 Seventh Street, SW, Washington, DC 20410 ("Lender" or "Commissioner"). Borrower has agreed to repay to Lender amounts which Lender is obligated to advance, including future advances, under the terms of a Home Equity Conversion Mortgage Adjustable Rate Loan Agreement dated the same date as this Security Instrument ("Loan Agreement"). The agreement to repay is evidenced by Borrower's Adjustable-Rate Note dated the same date as this Security Instrument ("Second Note"). This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Second Note, with interest at a rate subject to adjustment (interest), and all renewals, extensions and modifications of the Note, up to a maximum principal amount of **Two Hundred Sixty Two Thousand, Five Hundred Dollars and Zero Cents (U.S. \$262,500.00)**; (b) the payment of all other sums, with interest, advanced under Paragraph 5 to protect the security of this Security Instrument or otherwise due under the terms of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument, the Second Note and Loan Agreement. The full debt, including amounts described in (a), (b), and (c) above, if not due earlier, is due and payable on **March 18, 2030**. For this purpose, Borrower and Mortgagor do hereby mortgage, grant and convey to Lender, the following described property located in and being the same Property conveyed to Borrower by that certain Deed

recorded in Volume 4021, Page 846, of the Recorder's Office in **HAMILTON** County, OHIO:

See legal description as Exhibit A attached hereto and made a part hereof for all intents and purposes

which has the address of
9636 TANBARK COURT, CINCINNATI, Ohio 45231, ("Property Address")

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

BORROWER AND MORTGAGOR COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is only encumbered by a First Security Instrument given by Borrower and Mortgagor and dated the same date as this Security Instrument ("First Security Instrument"). Borrower and Mortgagor warrant 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, Mortgagor and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Second Note.

2. Payment of Property Charges. Borrower shall pay all property charges consisting of property taxes, public assessments, repairs, hazard insurance premiums, flood insurance premiums, ground rents, condominium fees, planned unit development fees, homeowner's association fees, water and sewer charges and any other special assessments that may be required by local or state law in a timely manner, and shall provide evidence of payment to Lender, unless Lender pays property charges as provided for and in accordance with the Loan Agreement.

3. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including, but not limited to, fire and flood, for which Lender requires insurance. Such insurance shall be maintained in the amounts, and for the periods that Lender requires; Lender has the discretion to increase or decrease the amount of any insurance required at any time provided the amount is equal to or greater than any minimum required by the Federal Housing Commissioner ("Commissioner"). Whether or not Lender imposes a flood insurance requirement, Borrower shall at a minimum insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Commissioner. If the Lender imposes insurance requirements, all insurance shall be carried with companies approved by Lender, and the insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss to Lender, instead of to Borrower and Lender jointly. Insurance proceeds shall be applied to restoration or repair of the damaged Property, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied first to the reduction of any indebtedness under the Second Note and this Security Instrument and then

to the reduction of the indebtedness under the First Note and the First Security Instrument. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Second Note and this Security Instrument and the First Note and the First Security Instrument shall be paid to the entity legally entitled thereto.

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

4. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's Principal Residence after the execution of this Security Instrument and Borrower (or at least one Borrower, if initially more than one person are Borrowers) shall continue to occupy the Property as Borrower's Principal Residence for the term of the Security Instrument.

Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. As provided by and subject to Applicable Law. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a Principal Residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

5. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument in the manner provided in Paragraph 14(c).

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

To protect Lender's security in the Property, Lender shall advance and charge to Borrower all amounts due to the Commissioner for the Mortgage Insurance Premium as defined in the Loan Agreement as well as all sums due to the loan servicer for servicing activities as defined in the Loan Agreement. Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower as provided for in the Loan Agreement and shall be secured by this Security Instrument.

6. Inspection. Lender or its agent may enter on, inspect or make appraisals of the Property in a reasonable manner and at reasonable times provided that Lender shall give the Borrower notice prior to

any inspection or appraisal specifying a purpose for the inspection or appraisal which must be related to Lender's interest in the Property. If the Property is vacant or abandoned or the loan is in default, Lender may take reasonable action to protect and preserve such vacant or abandoned Property without notice to the Borrower.

7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, shall be paid to Lender. The proceeds shall be applied first to the reduction of any indebtedness under the Second Note and this Security Instrument, and then to the reduction of the indebtedness under the First Note and First Security Instrument. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Second Note and this Security Instrument and the First Note and First Security Instrument shall be paid to the entity legally entitled thereto.

8. Fees. Lender may collect fees and charges authorized by the Commissioner, and not prohibited by Applicable Law.

9. Non-Borrowing Spouse. Borrower, N/A is married under the laws of Ohio to N/A ("Non-Borrowing Spouse"), who is not a Borrower under the terms of the "Second Note," "Loan Agreement" or this Security Instrument.

(a) Eligible Non-Borrowing Spouse - A Non-Borrowing Spouse identified by the Borrower who meets, and continues to meet, the Qualifying Attributes requirements established by the Commissioner and Applicable Law that the Non-Borrowing Spouse must satisfy in order to be eligible for the Deferral Period.

(b) Ineligible Non-Borrowing Spouse - A Non-Borrowing Spouse who does not meet the Qualifying Attributes requirements established by the Commissioner or Applicable Law that the Non-Borrowing Spouse must satisfy in order to be eligible for the Deferral Period.

10. Grounds for Acceleration of Debt.**(a) Due and Payable - Death.**

(i) Except as provided in Paragraph 10(a)(ii), Lender may require immediate payment in full of all sums secured by this Security Instrument if a Borrower dies and the Property is not the Principal Residence of at least one surviving Borrower.

(ii) Lender shall defer the due and payable requirement under Paragraph 10(a)(i) above for any period of time ("Deferral Period") in which a Non-Borrowing Spouse identified in Paragraph 9 qualifies as an Eligible Non-Borrowing Spouse resides in the Property as [His/Her] Principal Residence and certifies all of the following conditions are, and continue to be, met:

- a. Such Eligible Non-Borrowing Spouse remained the spouse of the identified Borrower for the duration of such Borrower's lifetime;
- b. Such Eligible Non-Borrowing Spouse has occupied, and continues to occupy, the Property as [His/Her] Principal Residence;
- c. All other obligations of the Borrower under the Second Note, the Loan Agreement and this Security Instrument continue to be satisfied; and
- d. The Second Note is not eligible to be called due and payable for any other reason; and
- e. If requested by Lender, such Eligible Non-Borrowing Spouse and the Mortgagor, if different, sign an enforceable agreement suspending the statute of limitations applicable to the enforcement of a real property lien and any other document(s) Lender deems necessary to preserve (I) the priority of Lender's lien on the Property, (II) Lender's right to foreclose the security interest in the Property, and (III) Lender's right to exercise its default remedies available under this Security Instrument and the Note.

This Subparagraph (ii) is inapplicable or null and void if an Eligible Non-Borrowing Spouse is or becomes an Ineligible Non-Borrowing Spouse at any time. Further, during a deferral of the due and payable status, should any of the conditions for deferral cease to be met, such a deferral shall immediately cease and the Note will become immediately due and payable in accordance with the provisions of Paragraph 7(A)(i) of the Note.

(b) Due and Payable - Sale. Lender may require immediate payment in full of all sums secured by this Security Instrument if all of a Borrower's title in the Property (or his or her beneficial interest in a trust owning all or part of the Property) is sold or otherwise transferred and no other Borrower retains title to the Property in fee simple or retains a leasehold under a lease for not less than 99 years which is renewable or a lease having a remaining period of not less than 50 years beyond the date of the 100th birthday of the youngest Borrower or retains a life estate (or retaining a beneficial interest in a trust with such an interest in the Property). A deferral of due and payable status is not permitted when a Lender requires immediate payment in full under this Paragraph.

(c) Due and Payable with Commissioner Approval. - Except as provided below for Paragraph 10(C)(ii), Lender may require immediate payment in full of all sums secured by this Security Instrument, upon approval of the Commissioner, if:

- (i) The Property ceases to be the Principal Residence of a Borrower for reasons other than death and the Property is not the Principal Residence of at least one other Borrower ; or
- (ii) For a period of longer than twelve (12) consecutive months, a Borrower fails to occupy the Property because of physical or mental illness and the Property is not the Principal Residence of at least one other Borrower; or
- (iii) An obligation of the Borrower under this Security Instrument is not performed..

A deferral of due and payable status is not permitted when a Lender requires immediate payment in full under this Paragraph 10(C), except Lender shall defer the Due and Payable requirement under Paragraph 10(C)(ii) above for any period of time ("Deferral Period") during which a Non-Borrowing Spouse identified in Paragraph 9 qualifies as an Eligible Non-Borrowing Spouse and certifies all of the conditions in Paragraph 10(A)(ii) are, and continue to be, met. Such Deferral Period, if any, under sub-Paragraph 10(C)(ii) is inapplicable or null and void if an Eligible Non-Borrowing Spouse is or becomes an Ineligible Non-Borrowing Spouse at any time. Further, during a deferral of the due and payable status, should any of the conditions for deferral under sub-Paragraph 10(A)(ii) cease to be met, such a deferral shall immediately cease and the Note will become immediately due and payable.

(d) Notice and Certification to Lender. Borrower shall complete and provide to the Lender on an annual basis a certification, in a form prescribed by the Lender, stating whether the Property remains the Borrower's Principal Residence and, if applicable, the Principal Residence of his or her Non-Borrowing Spouse. Where a Borrower has identified a Non-Borrowing Spouse in Paragraph 9 and the identified Non-Borrowing Spouse qualifies as an Eligible Non-Borrowing Spouse, the Borrower shall also complete and provide to the Lender on an annual basis a Non-Borrowing Spouse certification, in a form prescribed by the Lender, certifying that all requirements for the application of a Deferral Period continue to apply and continue to be met. During a Deferral Period, the Borrower's annual certifications, required by this Paragraph, must continue to be completed and provided to the Lender by the Eligible Non-Borrowing Spouse. The Borrower shall also notify the Lender whenever any of the events listed in Paragraph 10 (b) and (c)

occur.

(e) Notice to Borrower. Lender shall notify Borrower whenever the loan becomes due and payable under Paragraph 10 (b) and (c). Lender shall not have the right to commence foreclosure until Borrower has had thirty (30) days after notice to either:

- (i) Correct the matter which resulted in the Security Instrument coming due and payable; or
- (ii) Pay the balance in full; or
- (iii) Sell the Property for the lesser of the balance or ninety-five percent (95%) of the appraised value and apply the net proceeds of the sale toward the balance; or
- (iv) Provide the Lender with a deed-in-lieu of foreclosure.

(f) Notice to Commissioner and Eligible Non-Borrowing Spouse. Lender shall notify the Commissioner and any Non-Borrowing Spouse identified in Paragraph 9 who qualifies as an Eligible Non-Borrowing Spouse whenever any event listed in Paragraph 10 (b) and (c) occurs during a Deferral Period.

(g) Trusts. Conveyance of a Borrower's interest in the Property to a trust which meets the requirements of the Commissioner, or conveyance of a trust's interests in the Property to a Borrower, shall not be considered a conveyance for purposes of this Paragraph 10. A trust shall not be considered an occupant or be considered as having a Principal Residence for purposes of this Paragraph 10.

11. No Deficiency Judgments. Borrower shall have no personal liability for payment of the debt secured by this Security Instrument. Lender may enforce the debt only through sale of the Property. Lender shall not be permitted to obtain a deficiency judgment against Borrower if the Security Instrument is foreclosed.

12. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full. This right applies even after foreclosure proceedings are instituted. To reinstate this Security Instrument, Borrower shall correct the condition which resulted in the requirement for immediate payment in full. Foreclosure costs and reasonable and customary attorney's fees and expenses properly associated with the foreclosure proceeding shall be added to the Principal Balance to the extent permitted by applicable law. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, except to the extent otherwise provided by applicable law, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two (2) years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the Security Instrument.

13. Deferral Period Reinstate. If a Deferral Period ceases or becomes unavailable because a Non-Borrowing Spouse no longer satisfies the Qualifying Attributes for a Deferral Period and has become an Ineligible Non-Borrowing Spouse, neither the Deferral Period nor the Security Instrument may be reinstated. In the event a Deferral Period ceases because an obligation of the Note, the Loan Agreement, or this Security Instrument has not been met or the Note has become eligible to be called due and payable and is in default for a reason other than death, an Eligible Non-Borrowing Spouse may have a Deferral Period and this Security Instrument reinstated provided that the condition which resulted in the Deferral Period ceasing is corrected within thirty (30) days ,or such longer period as may be required by law. A Lender may require the Eligible Non-Borrowing Spouse to pay for foreclosure costs

and reasonable and customary attorney's fees and expenses properly associated with the foreclosure proceeding, such costs may not be added to the Principal Balance. Upon reinstatement by an Eligible Non-Borrowing Spouse, the Deferral Period and this Security Instrument and the obligations that it secures shall remain in effect as if the Deferral Period had not ceased and the Lender had not required immediate payment in full. However except to the extent otherwise provided by applicable law, Lender is not required to permit reinstatement if: (i)the Lender has accepted a reinstatement of either the Deferral Period or this Security Instrument within the past two (2) years immediately preceding the current notification to the Eligible Non-Borrowing Spouse that the mortgage is due and payable; (ii) reinstatement of either the Deferral Period or this Security Instrument will preclude foreclosure in the future, or (iii) reinstatement of either the Deferral Period or Security Instrument will adversely affect the priority of this Security Instrument.

14. Lien Status.

(a) Modification.

Borrower and Mortgagor agree to extend this Security Instrument in accordance with this Paragraph 14(a). If Lender determines that the original lien status of the Security Instrument is jeopardized under state law (including but not limited to situations where the amount secured by the Security Instrument equals or exceeds the maximum principal amount stated, the maximum period under which loan advances retain the same lien priority initially granted to loan advances has expired or the priority or applicability of the Security Instrument in security or to secure future advances has been jeopardized or adversely affected) and state law permits the original lien status to be maintained for future loan advances through the execution and recordation of one or more documents, then Lender shall obtain title evidence at Borrower's expense. If the title evidence indicates that the Property is not encumbered by any liens (except the First Security Instrument described in Paragraph 15(a), this Second Security Instrument and any subordinate liens that the Lender determines will also be subordinate to any future loan advances), Lender shall request the Borrower and Mortgagor to execute any documents necessary to protect the lien status of future loan advances. Borrower and Mortgagor agree to execute such documents. If state law does not permit the original lien status to be extended to future loan advances, Borrower will be deemed to have failed to have performed an obligation under this Security Instrument.

(b) Tax Deferral Programs.

Borrower shall not participate in a real estate tax deferral program, if any liens created by the tax deferral are not subordinate to this Security Instrument.

(c) Prior Liens.

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

the giving of notice.

15. Relationship to First Security Instrument.

(a) Second Security Instrument. In order to secure payments which the Commissioner may make to or on behalf of Borrower pursuant to Section 255(1)(A) of the National Housing Act and the Loan Agreement, the Commissioner has required Borrower to execute a Second Note and this Second Security Instrument. Borrower also has executed a First Note and First Security Instrument.

(b) Relationship of First and Second Security Instruments. Payments made by the Commissioner shall not be included in the debt under the First Note unless:

- (i) The First Security Instrument is assigned to the Commissioner; or
- (ii) The Commissioner accepts reimbursement by the holder of the First Note for all payments made by the Commissioner.

If the circumstances described in (i) or (ii) occur, then all payments by the Commissioner, including interest on the payments but excluding late charges paid by the Commissioner, shall be included in the debt under the First Note.

(c) Effect on Borrower. Where there is no assignment or reimbursement as described in (b)(i) or (ii) and the Commissioner makes payments to Borrower, then Borrower shall not:

- (i) Be required to pay amounts owed under the First Note, or pay any rents and revenues of the Property under Paragraph 24 to the holder of the First Note or a receiver of the Property, until the Commissioner has required payment-in-full of all outstanding principal and accrued interest under the Second Note; or
- (ii) Be obligated to pay interest or shared appreciation under the First Note at any time, whether accrued before or after the payments by the Commissioner, and whether or not accrued interest has been included in the Principal Balance under the First Note.

(d) No Duty of the Commissioner. The Commissioner has no duty to the holder of the First Note to enforce covenants of the Second Security Instrument or to take actions to preserve the value of the Property, even though the holder of the First Note may be unable to collect amounts owed under the First Note because of restrictions in this Paragraph 15.

16. Restrictions on Enforcement. Notwithstanding anything else in this Security Instrument, the Borrower shall not be obligated to comply with the covenants hereof, and Paragraph 24 shall have no force and effect, whenever there is no outstanding balance under the Second Note.

17. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

18. Successors and Assigns Bound; Joint and Several Liability. Borrower may not assign any rights or obligations under this Security Instrument or the Second Note, except to a trust that meets the requirements of the Commissioner. Borrower's covenants and agreements shall be joint and several.

Notwithstanding anything to the contrary herein, upon the death of the last surviving Borrower, the Borrower's successors and assigns will be bound to perform Borrower's obligations under this Security Instrument.

19. Notices. Notices required or permitted by this Loan Agreement shall be provided as set forth in this Paragraph 19 unless otherwise required by applicable law. Any notice to Borrower or Mortgagor provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail. The notice shall be directed to the Property Address or any other address all Borrowers jointly designate. Notices to Mortgagor shall be given at the address provided by Mortgagor to Lender. Any notice to the Commissioner shall be given by first class mail to the HUD Field Office with jurisdiction over the Property or any other address designated by the Commissioner. Any notice to a Non-Borrowing Spouse provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail. The notice shall be directed to the Property Address. Except as otherwise required by applicable law, any notice provided for in this Security Instrument shall be deemed to have been given to Borrower, Lender, Mortgagor or Non-Borrowing Spouse when given as provided in this Paragraph 19.

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

21. Borrower's and Mortgagor's Copy. Borrower shall be given one conformed copy of the Note and this Security Instrument, and Mortgagor shall be given one conformed copy of this Security Instrument.

22. Third-Party Beneficiary. Except as set forth in Paragraph 10(a)(ii) and only for an Eligible Non-Borrowing Spouse, this Security Instrument does not and is not intended to confer any rights or remedies upon any person other than the parties Borrower agrees that it is not a third-party beneficiary

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

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

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 24, except as provided in the First Security Instrument.

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

25. Foreclosure Procedure. If Lender requires immediate payment-in-full under Paragraph 10, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 25, including, but not limited to, costs of title evidence.

26. Lien Priority. The full amount secured by this Security Instrument shall have a lien priority subordinate only to the full amount secured by the First Security Instrument.

27. Adjustable-Rate Feature. Under the Second Note, the initial stated interest rate of 3.330% which accrues on the unpaid principal balance ("Initial Interest Rate") is subject to change, as described below. When the interest rate changes, the new adjusted interest rate will be applied to the total outstanding principal balance. Each adjustment to the interest rate will be based upon the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year ("Index") plus a margin. The Index is published in the Federal Reserve Bulletin and made available by the United States Treasury Department in Statistical Release H.15 (519). If the Index is no longer available, Lender will be required to use any index prescribed by the Commissioner. Lender will give Borrower notice of new index.

Lender will perform the calculations described below to determine the new adjusted interest rate. The interest rate may change on **March 1, 2022** and on the first day of each succeeding month. ("Change Date"). Change Date means each date on which the interest rate could change.

The value of the Index will be determined, using the most recent Index figure available thirty (30) days before the Change Date ("Current Index"). Before each Change Date, the new interest rate will be calculated by adding a margin to the Current Index, then rounded to the nearest one-eighth of percentage point (0.125%). This rounded sum of the margin plus the Current Index will be called the "Calculated Interest Rate" for each Change Date. The Calculated Interest Rate will be compared to the interest rate in effect immediately prior to the current Change Date (the "Existing Interest Rate").

The Calculated Interest Rate will never increase above 13.330%

The Calculated Interest Rate will be adjusted if necessary to comply with the rate limitation(s) described above and will be in effect until the next Change Date. At any change date, if the Calculated Interest Rate equals the Existing Interest Rate, the interest rate will not change.

28. 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.

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

30. Obligatory Loan Advances. Lender's responsibility to make Loan Advances under the terms of the Loan Agreement, including Loan Advances of principal to Borrower, as well as Loan Advances for interest, MIP, Servicing Fees, and other charges, shall be obligatory.

31. Future Advances. In addition to any other debt or obligation secured hereby, Borrower and Lender intend that this Security Instrument shall secure unpaid balances of loan advances made by the Lender hereof after this Security Instrument is delivered to the HAMILTON County, Ohio, Recorder for record, to the fullest extent and with the highest priority contemplated by Section 5301.232 of the Ohio Revised Code. The maximum amount of unpaid loan indebtedness, exclusive of interest thereon, and protective advances made as contemplated herein and in Section 5301.232 of the Ohio Revised Code which may be outstanding at any time is \$262,500.00.

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

Condominium Rider

Planned Unit Development Rider

Other [Specify]

BY SIGNING BELOW, Non-Borrowing Spouse and/or non-borrowing owner consent(s) to Borrower obtaining the HECM loan, and accept(s) and agree(s) to the terms and covenants contained in this Security Instrument, and in any rider(s) recorded with it, as they affect his or her rights in and to the Property securing the HECM loan under this Security Instrument.

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

Zenobia R. Mitchell (SEAL)
ZENOIA M. MITCHELL

1-31-22
Date

[Space Below This Line For Acknowledgment]

State of OHIO

County of Hanover

The foregoing instrument was acknowledged before me this 11/31/22 (date),

by Latisha Deshaun Douglas-Glynn (name of person acknowledged).

Latisha Deshaun Douglas-Glynn

(Signature of person taking acknowledgment)

Notary Public State of Ohio

(Title or rank)

(Serial number, if any)

Record and Return to:

This instrument was prepared by: Lynn Calcaterra



LATISHA DESHAUN DOUGLAS-GLYNN
Notary Public
State of Ohio
My Comm. Expires
April 12, 2026

Loan Originator Organization

Mortgage Loan Originator Organization: Jet Direct Funding Corp.

Nationwide Mortgage Licensing system and Registry Identification Number: 3542

Individual Loan Originator

Mortgage Loan Originator: Jamiel Naber

Nationwide Mortgage Licensing system and Registry Identification Number: 69230

EXHIBIT A

Exhibit A to the Security Instrument made on January 31, 2022, by **ZENOBIA M. MITCHELL, AN UNMARRIED PERSON** ("Borrower") and ("Mortgagor") to the Federal Housing Commissioner, and whose address is 451 Seventh Street, S.W., Washington, D.C. 20410, ("Lender" or "Commissioner"). The Property is located in the county of **HAMILTON**, state of **Ohio**, described as follows:

Description of Property

SEE EXHIBIT A ATTACHED

Prior Reference Number: Page: 4011, Volume 843, HAMILTON County, Ohio Records

Exhibit "A"
Legal Description

The following described property as follows:

Situate in Section 27, Town 3, Entire Range 2, Miami Purchase, Springfield Township, Hamilton County, Ohio, and being all of Lot No. 296, Block "F", Lexington Heights subdivision, as the same is recorded in Plat Book 110, Pages 11-14, of the Hamilton county, Ohio Recorder's Office.

Parcel ID#: 590-0322-0022-00

For information only: 9636 Tanbark Ct, Cincinnati, OH 45231
BEING THE SAME PROPERTY CONVEYED TO ZENOBIA M. MITCHELL BY DEED FROM RICHARD MITCHELL,
FORMERLY THE HUSBAND OF ZENOBIA M. MITCHELL RECORDED 07/31/1975 IN DEED BOOK 4022 PAGE
843, IN THE RECORDER'S OFFICE OF HAMILTON COUNTY, OHIO.



Accurint® for Collections
for Legal Professionals

EXHIBIT E

Person Search Results - Contact & Locate

Records: 1 to 17 of 17

Search Terms Used - SSN: [REDACTED];

All	Full Name	SSN	Address	Phone	Next Steps
1.	MARIA MITCHELL Z MITCHELL Z R MITCHELL ZANOBIA M MITCHELL ZENOBIA M MITCHELL ZENOBI MITCHELL ZENOBLA MITCHELL ZENOBLA M MITCHELL ZENOBLA R MITCHELL ZENOGIA M MITCHELL ZENOBLA M MITHCELL ZENOBLA NITCHELL MITCHELL ZENOBLA [REDACTED] DOD: 12/05/2022 Age at death: 91 DOD: 12/05/2022 Age at death: 92 Gender: Female *View Sources (~5) Setup Alert	[REDACTED]	9636 TANBARK CT CINCINNATI OH 45231-3235 Jan 1970 - Jun 2023 [REDACTED] Probable current address	[REDACTED]	- EDT May 01 - Dec 18
	We Also Found:	<input type="checkbox"/> Real Property Locator		<input type="checkbox"/> Email Address	
2.	ZENOBIA MITCHELL DOD: 12/05/2022 Gender: Female Setup Alert	[REDACTED]	9636 TANBARK CT DALLAS TX 75231 Feb 2022 [REDACTED] Probable current address		
3.	ZENOBIA MITCHELL ZENOBIA M MITCHELL ZENOBIA R MITCHELL ZENOBLA M MITHCELL DOD: 12/05/2022 Age at death: 92 Gender: Female Setup Alert	LexID: [REDACTED]	335 CONNIE CT APT A FAIRFIELD OH 45014-9035 Mar 2023 - Apr 2023 [REDACTED]		
4.	ZENOBIA M MITCHELL DOD: 12/05/2022 Age at death: 92 Gender: Female *View Sources (~1) Setup Alert	LexID: [REDACTED]	CINCINNATI OH 45231 Dec 2022		
5.	ZENOBIA R MITCHELL DOD: 12/05/2022 Age at death: 92 Gender: Female *View Sources (~1) Setup Alert	LexID: [REDACTED]	Dec 2022		
6.	MARIA MITCHELL Z R MITCHELL ZENOBIA M MITCHELL LexID: [REDACTED]		9500 TRIANGLE DR WEST CHESTER OH 45011-8949 Oct 2008 - Jan 2021		

ZENOBIA R MITCHELL
ZENOBIA M MITCHELL
MITCHELL ZENOBIA
[REDACTED]

DOD: 12/05/2022
Age at death: 92
Gender: Female
[*View Sources \(~2\)](#)

[Setup Alert](#)

7. [REDACTED] ZENOBIA M MITCHELL [REDACTED] 636 TANBARK CT - EDT
LexID: [REDACTED] CINCINNATI OH 45231
DOD: 12/05/2022
Age at death: 91
Gender: Female
[*View Sources \(~2\)](#)

[Setup Alert](#)

8. [REDACTED] MARIA MITCHELL [REDACTED] FULDA ELEM SCHOOL - EDT
LexID: [REDACTED] APO AE 09146
Z R MITCHELL
ZENOBIA M MITCHELL
ZENOBIA R MITCHELL
ZENOBIA M MITCHELL
MITCHELL ZENOBIA
[REDACTED]
DOD: 12/05/2022
Age at death: 92
Gender: Female
[*View Sources \(~1\)](#)

[Setup Alert](#)

9. [REDACTED] ZENOBIA M MITCHELL [REDACTED] 18 APT 18 BOX 18 - EDT
LexID: [REDACTED] APO NEW YORK NY 09146
DOD: 12/05/2022
Age at death: 91
Gender: Female
[*View Sources \(~1\)](#)

[Setup Alert](#)

10. [REDACTED] ZENOBIA R MITCHELL [REDACTED] A TRP 317 CAV - EDT
LexID: [REDACTED] APO AE 09028
DOD: 12/05/2022
Age at death: 92
Gender: Female
[*View Sources \(~1\)](#)

[Setup Alert](#)

11. [REDACTED] ZENOBIA R MITCHELL [REDACTED] 3619 CLARION AVE APT - EDT
LexID: [REDACTED] CINCINNATI OH 45207-1144
DOD: 12/05/2022
Age at death: 91
DOD: 12/05/2022
Age at death: 92
Gender: Female
[*View Sources \(~1\)](#)

[Setup Alert](#)

12. [REDACTED] ZENOBIA M MITCHELL [REDACTED] 18 BOX 18 - EDT
LexID: [REDACTED] APO NEW YORK NY 09146
DOD: 12/05/2022
Gender: Female
[*View Sources \(~1\)](#)

[Setup Alert](#)

13. [REDACTED] ZENOBIA M MITCHELL [REDACTED] 18 18 BOX 18 - EDT
LexID: [REDACTED] APO NEW YORK NY 09146
DOD: 12/05/2022
Age at death: 91
Gender: Female

[*View Sources \(~1\)](#)[Setup Alert](#)

14. [REDACTED] **ZENOBIA M MITCHELL** [REDACTED] PO BOX 18
[REDACTED] LexID: [REDACTED] APO NEW YORK NY 09146
DOD: 12/05/2022
Age at death: 91
Gender: Female
[*View Sources \(~1\)](#)
[Setup Alert](#)

15. [REDACTED] **R MITCHELLZENOBIA** [REDACTED] 9636 TANBARK CT
[REDACTED] LexID: [REDACTED] CINCINNATI OH 45231-3235
Dec 2003 - Mar 2013
[*View Sources \(~2\)](#)
[Setup Alert](#)

16. [REDACTED] **MARIO WHITNER** [REDACTED] 11813 ABLEWHITE AVE
[REDACTED] LexID: [REDACTED] CLEVELAND OH 44108-1509
Age: 61
Gender: Male
[*View Sources \(~1\)](#)
[Setup Alert](#)

17. [REDACTED] **R MITCHELLZENOBIA** [REDACTED] 3619 CLARION AVE APT
[REDACTED] LexID: [REDACTED] CINCINNATI OH 45207-1144
[*View Sources \(~1\)](#)
[Setup Alert](#)

Records: 1 to 17 of 17

Your DPPA Permissible Use: Use in the Normal Course of Business

Your Secondary DPPA Permissible Use: No Permissible Purpose

Your GLBA Permissible Use: Legal Compliance

Your DMF Permissible Use: Legitimate Business Purpose Pursuant to a Law, Government Rule, Regulation, or Fiduciary Duty

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