



**PAVAN PARIKH  
HAMILTON COUNTY CLERK OF COURTS**

**COMMON PLEAS DIVISION**

**ELECTRONICALLY FILED**

**August 8, 2023 03:57 PM**

**PAVAN PARIKH**

**Clerk of Courts**

**Hamilton County, Ohio**

**CONFIRMATION 1354825**

**US BANK NATIONAL  
ASSOCIATION**

**A 2303358**

**VS.**

**JOANN BARCHUE**

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

**PAGES FILED: 54**

IN THE COURT OF COMMON PLEAS  
HAMILTON COUNTY, OHIO

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

**Plaintiff  
vs.**

**Joann Barchue  
3404 Harvey Avenue  
Cincinnati, OH 45229**

**John Doe Name Unknown, the Unknown  
Spouse of Joann Barchue (if any)  
3404 Harvey Avenue  
Cincinnati, OH 45229**

**Charlene Evans  
375 West Galbraith Road  
Apartment 36  
Cincinnati, OH 45215**

**John Doe Name Unknown, the Unknown  
Spouse of Charlene Evans (if any)  
375 West Galbraith Road  
Apartment 36  
Cincinnati, OH 45215**

**Household Realty Corporation  
Attention: Legal Department  
1421 Shure Drive  
Suite 100  
Arlington Heights, IL 60004**

**State of Ohio, Department of Medicaid  
Attention: Legal Department  
50 West Town Street  
Suite 400  
Columbus, OH 43215**

**Defendants.**

**Case No. \_\_\_\_\_**

**Judge \_\_\_\_\_**

**COMPLAINT FOR FORECLOSURE**

23-015918\_GSM

C2

Now comes Plaintiff, U.S. Bank National Association ("Plaintiff"), who hereby alleges and asserts against the Defendants as follows:

### **Background**

1. Gladys Evans executed the promissory note (the "Note") that is the subject of this action. A copy of the Note is attached hereto as Exhibit A.
2. Attached hereto as Exhibit B is a copy of the mortgage (the "Mortgage") that was validly executed in connection with the execution of the Note. The parties to the Mortgage intended that it attach to the entire fee simple interest in the property.
3. The original obligations of the Note and Mortgage have been modified by agreement of the parties (the "Loan Modification"). The Loan Modification may include an increase in the principal balance, deferred amount, and additional financial obligations. A copy of the Loan Modification is attached hereto as Exhibit D.
4. The Mortgage was recorded on November 24, 1998 as Official Records Volume 7815, Page 2458, Hamilton County, Ohio records.
5. The Mortgage is a lien on the property (the "Property") described more fully in the attached Mortgage.
6. The Note and Mortgage are in default. Plaintiff has satisfied conditions precedent and declared the entire balance due and payable.

### **COUNT ONE: BREACH OF NOTE**

7. Plaintiff incorporates each of the preceding allegations into Count One by reference.
8. Gladys Evans is deceased. As a result, Plaintiff is not seeking a personal judgment against the foregoing defendant but is seeking instead to enforce its security interest. Because the Note has been accelerated and is in default, Plaintiff is entitled to recover  
23-015918\_GSM

from the sale of the Property the principal amount of \$11,056.37, plus interest on the outstanding principal amount at the rate of 3.75% per annum from January 1, 2023, plus late charges and advances and all costs and expenses incurred for the enforcement of the Note and Mortgage, except to the extent the payment is prohibited by Ohio law.

9. Plaintiff is a person entitled to enforce the Note.

### **COUNT TWO: FORECLOSURE**

10. Plaintiff incorporates each of the preceding allegations into Count Two by reference.
11. The Mortgage is a valid and subsisting lien on the Property, subject only to any lien that may be held by the County Treasurer that has priority over the Mortgage as a matter of law.
12. The Mortgage was given to secure the Note.
13. Plaintiff is entitled to foreclose the Mortgage due to default. See Exhibit B and Exhibit C.
14. The Preliminary Judicial Report attached to this Complaint as Exhibit E refers to other persons, if any, who are named as defendants in this action.
15. The identity of John Doe Name Unknown, the Unknown Spouse of Joann Barchue (if any) is unknown and could not be discovered by reasonable diligence.
16. The identity of John Doe Name Unknown, the Unknown Spouse of Charlene Evans (if any) is unknown and could not be discovered by reasonable diligence.

### **PRAYER FOR RELIEF**

17. Plaintiff prays for the following relief:
  - a finding of default on the note in the principal amount of \$11,056.37, plus interest on the outstanding principal amount at the rate of 3.75% per annum from January 1, 2023, plus late charges and advances and all costs and expenses

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- incurred for the enforcement of the Note and Mortgage except to the extent the payment is prohibited by Ohio law;
- a finding that the Mortgage is a valid and subsisting lien on the Property, subject only to any lien that may be held by the County Treasurer that has priority over the Mortgage as a matter of law;
  - an order (1) foreclosing the equity of redemption and dower of all defendants named in this action, (2) requiring that the Property, be sold free and clear of all liens, interests, and dower, (3) requiring all defendants to set up their liens or interest in the Property or be forever barred from asserting such liens or interests, (4) requiring that the proceeds of the sale of the Property be applied to pay all amounts due Plaintiff, and (5) granting Plaintiff all other relief, legal and equitable, as may be proper and necessary, including, for example, a writ of possession.

Respectfully submitted,

/s/ Angela D. Kirk

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Angela D. Kirk (0075177)  
Ann Marie Johnson (0072981)  
Michael E. Carleton (0083352)  
Carla M. Allen (0100929)  
Kimberly D. Fulkerson (0073756)  
Kirsten E. Friedman (0096466)  
Justin M. Ritch (0085358)  
Kyle E. Timken (0071381)  
Manley Deas Kochalski LLC  
P. O. Box 165028  
Columbus, OH 43216-5028  
Telephone: 614-220-5611  
Fax: 614-220-5613  
Email: adk@manleydeas.com  
Attorney for Plaintiff

**\*Please note: The documents attached hereto may have been redacted to remove personal information and personal identifiers, such as financial account information, social security numbers, dates of birth, and similar information to further protect the privacy of borrowers and mortgagors.**

23-015918\_GSM

# BALLOON NOTE

Redacted

(Fixed Rate)

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THAN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

EXHIBIT  
A

MDK Doc ID FSCE 23-015918

November 23rd, 1998

[Date]

MASON

OHIO

[City]

[State]

3404 HARVEY AVENUE, CINCINNATI, OHIO 45229

[Property Address]

## 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 75,200.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is STAR BANK, N.A.

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

## 2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 7.590 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

## 3. PAYMENTS

### (A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 1st day of each month beginning on January 1st, 1999. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on December 1st, 2013, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 205 West 4th Street, Cincinnati, OH 45202 or at a different place if required by the Note Holder.

### (B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 530.46

## 4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so. If I make a prepayment or partial prepayment prior to the third anniversary date of this note, I will have to pay a prepayment charge. The prepayment charge will be as follows: For a prepayment of the loan in full between the date of execution of the note and the third anniversary of the execution of the Note, one percent (1%) of the amount of the principal prepaid.

If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to these changes.

## 5. LOAN CHARGES

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

## 6. BORROWER'S FAILURE TO PAY AS REQUIRED

### (A) Late Charge of Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.00 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

### (B) Default

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

**(C) Notice of Default**

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

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

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

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

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

**7. GIVING OF NOTICES**

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

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

**8. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

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

**9. WAIVERS**

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

**10. UNIFORM SECURED NOTE**

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

**Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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

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

Borrowers understand that Star Bank is a national bank located in Ohio, this loan has been made in Ohio, and Ohio and federal law govern the Lender's interest and charges.

  
GLADYS EVANS

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Sign Original Only)

Redacted  
Redacted  
Redacted  
Redacted

EXHIBIT  
B

MDK Doc ID FSCE 23-015918

70/15-K

REBECCA PREM GROPPE  
HAMILTON COUNTY RECORDER  
Doc #:98 - 224616 Type: MT  
Filed:11/24/1998 12:41:01 PM \$ 38.00  
Off.Rec.: 7815 2458 F 8 817

[Space Above This Line For Recording Data]

Redacted

## OPEN-END MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on  
GLADYS EVANS, - Unmarried

November 23rd, 1998

The mortgagor is

whose current mailing address is 3404 HARVEY AVENUE, CINCINNATI, OH 45229

("Borrower"). This Security Instrument is given to

STAR BANK, N.A.

which is organized and existing under the laws of the State of OHIO , and whose address is 205 West 4th Street, Cincinnati, OH 45202

( "Lender"). Borrower owes Lender the principal sum of Seventy Five Thousand Two Hundred and no/100 -----

Dollars (U.S. \$ 75,200.00 ).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on December 1, 2013

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in

LAND SITUATED IN HAMILTON COUNTY, OHIO DESCRIBED AS:  
SEE ATTACHED LEGAL DESCRIPTION

HAMILTON County, Ohio:

Item #106-3-3  
which has the address of

Ohio 45229

3404 HARVEY AVENUE  
[Zip Code] ("Property Address");

CINCINNATI

[Street, City],

OHIO-Single Family-FNMA/FHLMC UNIFORM

INSTRUMENT Form 3036 9/90

VMP -6R(OH) (9403.01)

Amended 3/94

7815 2458

VMP MORTGAGE FORMS - (800)521-7291

Redacted

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

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

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

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

**1. Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

**2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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

**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, 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 to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. 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 all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the 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, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

**9. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**10. 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 lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

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

**12. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**13. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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

**15. 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.

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

**17. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

**19. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

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

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

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, costs of title evidence.

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

**23. 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.

**24. Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements 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)]

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Adjustable Rate Rider    | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> 1-4 Family Rider       |
| <input type="checkbox"/> Graduated Payment Rider  | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input checked="" type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider         | <input type="checkbox"/> Second Home Rider      |
| <input type="checkbox"/> V.A. Rider               | <input type="checkbox"/> Other(s) [specify] _____       |   |

**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.

**Witnesses:**

Ann Dawson  
Arctic Citizen  
Mag S. Arctic

Gladys Evans  
GLADYS EVANS

GLADYS EVANS

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

**STATE OF OHIO,**

HALL TOWNSHIP Ad  
WARREN 11/22/30 County ss:

On this 23rd day of November, 1998, before me, a Notary Public in and for said County and State, personally appeared GLADYS EVANS - Unmarried

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

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

### **My Commission Expires:**

Notary Public  
**Amy L. Lawson, Notary Public**  
Prepared by  
in and for the State of Ohio  
My Commission Expires April 23, 2026

VMP -6R(OH) (9403).01

Page 6 of 6

Form 3036 9/90

Prepared by: STAR BANK, N.A.

# BALLOON RIDER

Redacted

(Full Repayment Required at Maturity)

THIS BALLOON RIDER is made this 23rd day of November, 1998, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Note to STAR BANK, N.A.

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

3404 HARVEY AVENUE, CINCINNATI, OHIO 45229

(Property Address)

The interest rate stated on the Note is called the "Note Rate". The date of the Note is called the "Note Date". I understand the Lender may transfer the Note, Security Instrument and this Rider. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder".

The Note is a Balloon Note which means that the amount of my monthly payment is insufficient to repay the Note in full by Maturity. Therefore, the final payment will be significantly larger than the other payments under the Note.

I understand that the Lender is under no obligation to refinance the Note or to modify the Note or reset the Note Rate or to extend the Note Maturity Date or the Maturity Date of this Security Instrument, and that I will have to repay the Note from my own resources or find a lender willing to lend me the money to repay the Note.

I further understand that should I not repay the Note on or before the Maturity Date, I will be in default, and the Lender will have the right to exercise all of its rights against me because of my default, including the right to foreclosure of the Security Instrument, or other remedies permitted by law.

BY SIGNING BELOW, BORROWER accepts and agrees to the terms and covenants contained in this Balloon Rider.

Gladys Evans \_\_\_\_\_ (Seal)  
GLADYS EVANS -Borrower

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

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

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

7815 2464

All that certain lot of parcel of land situate in Avondale, Cincinnati, Hamilton County, Ohio, in Section 8, Township 3, Fractional Range 2, in the Miami Purchase and being part of Lot No. 10 of Plat in partition among the heirs of Andrew Harvey, deceased, recorded in Plat Book No. 2, Page 16, of the Hamilton County, Ohio Records, bounded and described as follows:

Beginning at a point in the east line of Harvey Avenue, One Hundred Seventy-Five and Fifteen Hundredths (175.15) feet north of the northeast corner of Linden Avenue (now Hale Avenue) and said Harvey Avenue; said part being the northwest corner of a lot of land leased by James M. Glenn, et, al., to W.A.R. Tenney by lease dated October 29, 1895, and recorded in Lease Book 111, Page 584, of the Hamilton County, Ohio Records; thence eastwardly on the north line of said Tenney's land and north line of Cornelia Morrell's land One Hundred Fifty and Forty-Eight Hundredths (150.48) feet, more or less to the west line of Nina Dale Parke's Land; thence northwardly along said west line of Nina Dale Parke's land Fifty (50) feet to the southeast corner of H.M. Gabel's land; thence westwardly along the south line of H.M. Gabel's land One Hundred Forty-Eight and Sixty-Five Hundredths (148.65) feet, more or less, to the east line of Harvey Avenue; thence southwardly along said east line of said Harvey Avenue Fifty and Four Hundredths (50.04) feet to the place of beginning.

Commonly Known As: 3404 Harvey Ave. Cincinnati, Ohio 45229

Parcel Number: 106-3-3

7815 2465

SEP-12-2006 15:30

US Bancorp

612 303 0787 P-02/09



AFFIDAVIT

STATE OF MINNESOTA )  
                         ) SS.  
COUNTY OF HENNEPIN)

I, Cara L. Seeley, being duly sworn, depose and state as follows:

1. that I am a duly qualified and acting Assistant Secretary of U.S. Bank National Association, a national banking association, with its main office at 425 Walnut Street, Cincinnati, Ohio 45202; and
2. that First National Bank of Shawnee, Shawnee, Kansas was renamed Mark Twain Kansas Bank, Shawnee, Kansas effective May 19, 1993; and
3. that Mark Twain Kansas Bank merged with and into Mark Twain Kansas City Bank, Kansas City, Missouri effective November 6, 1995; and
4. that Mark Twain Kansas City Bank, Kansas City, Missouri merged with and into Mercantile Bank in Overland Park, Kansas effective July 7, 1997; and
5. that Mercantile Bank, Overland Park, Kansas was renamed Firststar Bank Midwest, Overland Park, Kansas effective March 31, 2000; and
6. that Firststar Bank Midwest, Overland Park, Kansas converted to a national banking association under the title Firststar Bank Midwest, National Association, Overland Park, Kansas effective June 16, 2000; and
7. that Firststar Bank Midwest, National Association, Overland Park, Kansas was renamed Firststar Bank, National Association Overland Park, Overland Park, Kansas (OCC charter number 24094) effective October 11, 2000; and
8. that Firststar Bank, National Association Overland Park, Overland Park, Kansas (OCC charter number 24094) merged into Firststar Bank, National Association, Cincinnati, Ohio (OCC charter number 24) effective July 13, 2001; and
9. that U.S. Bank National Association, Minneapolis, Minnesota (OCC charter number 13406) merged with and into Firststar Bank, National Association,

SEP-12-2006 15:30

US BANKCORP

612 383 0787 P.03/09

Cincinnati, Ohio (OCC charter number 24) under the title of U.S. Bank National Association (OCC charter number 24) effective August 9, 2001; and

10. that attached as Exhibits A, B, C, D and E are true and correct copies of the official certification letters issued by the Office of the Comptroller of the Currency evidencing the mergers listed above in numbers 5, 6, 7, 8 and 9;
11. that U.S. Bank National Association does not have a corporate seal; and
12. that the information contained in this Affidavit is true to the best of my own knowledge.

Dated: September 12, 2006

*Cara L. Seeley*  
Cara L. Seeley, Assistant Secretary

Subscribed and sworn to before me  
on September 12, 2006.

*Karen Mueller*  
Notary Public  
My Commission Expires: 1/31/2008



AUG. 9, 2006 3:45PM US BANK

NO. 7731 P. 3

AUG. 9, 2008 11:32AM USB CORP SECRETARY

NO. 8250 P. 2



AFFIDAVIT

STATE OF MINNESOTA )  
                         )ss.  
COUNTY OF HENNEPIN )

I, Cara L. Seeley, being duly sworn, depose and state as follows:

1. that I am a duly qualified and acting Assistant Secretary of U.S. Bank National Association, a national banking association, with its main office at 425 Walnut Street, Cincinnati, Ohio 45202; and
2. that Peoples Liberty Bank and Trust Company, Covington, Kentucky was renamed Star Bank Kenton County, Covington, Kentucky effective June 30, 1988; and
3. that Star Bank Kenton County, Covington, Kentucky changed its name to Star Bank, Northern Kentucky, Covington, Kentucky (FDIC Certificate Number 5844) effective October 12, 1990; and
4. that Star Bank, Northern Kentucky, Covington, Kentucky (FDIC Certificate Number 5844) merged with and into Kentucky National Bank of Kenton County, Covington, Kentucky (OCC Charter Number 718) under the charter of the latter, and the title of Star Bank, National Association, Kentucky effective September 22, 1991; and
5. that Star Bank, National Association, Kentucky (OCC Charter Number 718) merged with and into Star Bank, National Association, Cincinnati, Ohio (OCC Charter Number 24) effective June 13, 1996; and
6. that Star Bank, National Association, Cincinnati, Ohio (OCC Charter Number 24) amended its Articles of Association and changed its name to Firstar Bank, National Association effective February 12, 1999; and
7. that U.S. Bank National Association, Minneapolis, Minnesota (OCC Charter Number 13415) merged into Firstar Bank, National Association, Cincinnati, Ohio (OCC Charter Number 24) under the charter of the latter, and the title of U.S. Bank National Association effective August 9, 2001; and

AUG. 9. 2006 3:45PM US BANK

NO. 7731 P. 4

AUG. 9. 2006 10:32AM USB CORP SECRETARY

NO. 8250 L. 3

6. that attached hereto as Exhibits A, B, C and D are true and correct copies of the official certification letters issued by the Office of the Comptroller of the Currency evidencing the mergers listed above in numbers 4, 5, 6 and 7; and
9. that U.S. Bank National Association does not have a corporation seal; and
10. that the information contained in this Affidavit is true to the best of my own knowledge.

Dated: August 9, 2006

Cara L. Seeley  
Cara L. Seeley, Assistant Secretary

Subscribed and sworn to before me  
on August 9, 2006

Karen Ann Mueller  
Notary Public  
My Commission Expires: 01-31-2009



**Untitled**

**U.S. BANK NATIONAL ASSOCIATION AS SUCCESSOR BY MERGER OF FIRSTAR BANK, NATIONAL  
ASSOCIATION**



Roger K. Smith  
Vice President  
Operations & Marketing

P.O. Box 1038, ML 1314  
Cincinnati, OH 45201-1038  
Office 513.639.6607  
Fax 513.639.6705  
E-Mail RogerSmith@fust.net

Notice of Name Change

Effective 2/12/99, Star Bank, N.A. changed its name to Firststar Bank, N.A. and Star Banc Finance, Inc. changed its name to Firststar Finance, Inc. On the back of this notice is a copy of the confirmation of our name change by our primary regulator, the Office of the Comptroller of the Currency.

Loans and liens originated by Star Bank, N.A.  
should now be recorded as Firststar Bank, N.A.

Loans and liens originated by and/or assigned to Star Banc Finance, Inc.  
should now be recorded as Firststar Finance, Inc.

The legal entities have not changed. Likewise, addresses and responsible individuals remain unchanged.

Comptroller of the Currency  
Administrator of National Banks

Central District Office  
One Financial Place, Suite 2700  
440 South LaSalle Street  
Chicago, Illinois 60605

February 11, 1999

Mr. Richard J. Hidy  
Vice President and  
Deputy General Counsel  
StarBanc Corporation  
425 Walnut Street  
P.O. Box 1038, ML 9140  
Cincinnati, Ohio 45201-1038

Dear Mr. Hidy:

The Office of the Comptroller of the Currency has received your letter concerning the title change and the appropriate amendment to the bank's articles of association. The Office has recorded that as of February 12, 1999, the title of Star Bank, National Association, Cincinnati, Ohio, Charter No. 24, was changed to "Firstar Bank, National Association."

As a result of the Garn-St. Germain Depository Institutions Act of 1982, the OCC is no longer responsible for the approval of national bank name changes nor does it maintain official records on the use of alternate titles. The use of other titles or the retention of the rights to any previously used title is the responsibility of the bank's board of directors. Legal counsel should be consulted to determine whether or not the new title, or any previously used title, could be challenged by competing institutions under the provisions of federal or state law.

Sincerely,



David J. Rogers  
National Bank Examiner

cc: Title Change File  
Bank File  
Chron



Comptroller of the Currency  
Administrator of National Banks

Central District Office  
One Financial Place  
440 South LaSalle Street  
Chicago, Illinois 60605

August 9, 2001

Ms. Karen J. Canon  
General Corporate Counsel  
U.S. Bancorp  
U.S. Bank Place, MPFP2802  
601 Second Avenue South  
Minneapolis, Minnesota 55402-4302

Re: Affiliated Interstate Merger Applications filed by U.S. Bancorp, Minneapolis, Minnesota  
OCC Application Control Numbers: 01-CE-02-022 and 01-CE-02-023

Dear Ms. Canon:

This letter is the official certification of the Comptroller of the Currency (OCC) for the merger of U.S. Bank National Association OR, Canby, Oregon, OCC Charter Number 23714 into U.S. Bank National Association, Minneapolis, Minnesota, OCC Charter Number 13405, under the title and charter of the latter.

This letter is also the official certification of the OCC for the merger of U.S. Bank National Association, Minneapolis, Minnesota, OCC Charter Number 13405, into Firststar Bank, National Association, Cincinnati, Ohio, OCC Charter Number 24, under the charter of the latter, and the title of "U.S. Bank National Association".

It is understood that both mergers are effective as of the close of business on August 9, 2001.

This letter also constitutes official authorization of the OCC for U.S. Bank National Association to operate the main office and branches of the target institution as branches of the resulting bank following the merger. A listing of each newly authorized branch and its assigned OCC branch number is attached. Branches of a national bank target are not listed since they are automatically carried over to the resulting bank and retain their current OCC branch numbers.

If you have any questions, please contact the undersigned or National Bank Examiner David J. Rogers, at (312) 360-8867.

Sincerely,

*Carolina M. Ledesma*

Carolina M. Ledesma  
National Bank Examiner

# FIRSTAR TO US BANK

Comptroller of the Currency  
Administrator of National Banks

Central District Office  
One Financial Place  
440 South LaSalle Street  
Chicago, Illinois 60605

August 9, 2001

Ms. Karen J. Canon  
General Corporate Counsel  
U.S. Bancorp  
U.S. Bank Place, MPFP2802  
601 Second Avenue South  
Minneapolis, Minnesota 55402-4302

Re: Affiliated Interstate Merger Applications filed by U.S. Bancorp, Minneapolis, Minnesota  
OCC Application Control Numbers: D1-CE-02-012 and D1-CE-02-023

Dear Ms. Canon:

This letter is the official certification of the Comptroller of the Currency (OCC) for the merger of U.S. Bank National Association OR, Canby, Oregon, OCC Charter Number 23714 into U.S. Bank National Association, Minneapolis, Minnesota, OCC Charter Number 13405, under the title and charter of the latter.

This letter is also the official certification of the OCC for the merger of U.S. Bank National Association, Minneapolis, Minnesota, OCC Charter Number 13405, into Firstar Bank, National Association, Cincinnati, Ohio, OCC Charter Number 24, under the charter of the latter, and the title of "U.S. Bank National Association".

It is understood that both mergers are effective as of the close of business on August 9, 2001.

This letter also constitutes official authorization of the OCC for U.S. Bank National Association to operate the main office and branches of the target institution as branches of the resulting bank following the merger. A listing of each newly authorized branch and its assigned OCC branch number is attached. Branches of a national bank target are not listed since they are automatically carried over to the resulting bank and retain their current OCC branch numbers.

If you have any questions, please contact the undersigned or National Bank Examiner David J. Rogers, at (312) 360-8867.

Sincerely,

*Carolina M. Ledesma*

Carolina M. Ledesma  
National Bank Examiner

Page 2  
August 9, 2001  
Ms. Karen I. Canon  
General Corporate Counsel  
U.S. Bancorp

**BRANCH CERTIFICATION**

BRANCH NO. 120912A  
POPULAR NAME: Minneapolis Main Branch  
LOCATION: 601 Second Avenue South, Minneapolis, Hennepin County  
Minnesota 55402-4302

cc: Merger (3)  
EIC Ken Peyer (@ US Bank NA in Minneapolis)  
District Office Bank File #6  
Chron



7549349

Comptroller of the Currency  
Administrator of National Banks

Washington, DC 20219

CERTIFICATE

I, John D. Hawke, Jr., Comptroller of the Currency, do hereby certify that the attached document is a true and complete copy of the official document certifying the merger recorded in this Office, involving U.S. Bank National Association, Minneapolis, Minnesota, OCC Charter No. 13405, into Firststar Bank, National Association, Cincinnati, Ohio, OCC Charter No. 24, under the charter of the latter, and the title of "U.S. Bank National Association," effective August 9, 2001.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the seal of Office of the Comptroller of The Currency to be affixed to these presents at the Treasury Department, in the City of Washington and District of Columbia, this 21st day of August, 2001.

Comptroller of the Currency

STATE OF MINNESOTA, COUNTY OF HENNEPIN  
Certified to be a true and correct copy of the original on file and of record in my office

10/8/01

MICHAEL H. GUNNIF, COUNTY RECORDER

By M. L. Begley Deputy

Firststar  
to  
US Bank

80  
7549349

OFFICE OF COUNTY ATTORNEY

MILLELAWNGA, SOUTH DAKOTA  
CERTIFIED FILED AND OR  
RECORDED IN

2001 SEP 27 AM 10: 59

7549349  
SEARCHED INDEXED  
FILED CO. ATTY.  
ON LINE COURT

Erin  
Andrea  
Merske

Comptroller of the Currency  
Administrator of National Banks

Central District Office  
One Financial Place  
440 South LaSalle Street  
Chicago, Illinois 60605

August 9, 2001

Ms. Karen J. Canon  
General Corporate Counsel  
U.S. Bancorp  
U.S. Bank Place, MPFP2802  
601 Second Avenue South  
Minneapolis, Minnesota 55402-4302

Re: Affiliated Interstate Merger Applications filed by U.S. Bancorp, Minneapolis, Minnesota  
OCC Application Control Numbers: 01-CE-02-022 and 01-CE-02-023

Dear Ms. Canon:

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This letter also constitutes official authorization of the OCC for U.S. Bank National Association to operate the main office and branches of the target institution as branches of the resulting bank following the merger. A listing of each newly authorized branch and its assigned OCC branch number is attached. Branches of a national bank target are not listed since they are automatically carried over to the resulting bank and retain their current OCC branch numbers.

If you have any questions, please contact the undersigned or National Bank Examiner David J. Rogers, at (312) 360-8867.

Sincerely,

*Carolina M. Ledesma*

Carolina M. Ledesma  
National Bank Examiner



7549349

Comptroller of the Currency  
Administrator of National Banks

Washington, DC 20219

CERTIFICATE

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IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the seal of Office of the Comptroller of The Currency to be affixed to these presents at the Treasury Department, in the City of Washington and District of Columbia, this 21st day of August, 2001.

Comptroller of the Currency

STATE OF MINNESOTA, COUNTY OF HENNEPIN  
Certified to be a true and correct copy of the  
original on file and of record in my office  
*10/5/01*  
MICHAEL H. GUNNELL, COUNTY RECORDER  
By *M. L. Blyler* Deputy

Firststar  
to  
US Bank

Page 2  
August 9, 2001  
Ms. Karen J. Canon  
General Corporate Counsel  
U.S. Bancorp

BRANCH CERTIFICATION

BRANCH NO. 120932A  
POPULAR NAME: Minneapolis Main Branch  
LOCATION: 601 Second Avenue South, Minneapolis, Hennepin County  
Minnesota 55402-4302

cc: Merger (3)  
EIC Ken Peyer (@ US Bank NA in Minneapolis)  
District Office Bank File #6  
Chron

*18C*

7549349

HENRY COUNTY ATTORNEY  
CERTIFIED TO AND OR  
RECORDED ON

2001 SEP 27 AM ID: 59

7549349  
*DR. Wellberry*

*law*  
Andrea  
Mester



**AFFIDAVIT**

STATE OF MINNESOTA      )  
                              ) SS.  
COUNTY OF HENNEPIN      )

I, Cara L. Seeley, being duly sworn, depose and state as follows:

1.   that I am a duly qualified and acting Assistant Secretary of U.S. Bank National Association, a national banking association, with its main office at 425 Walnut Street, Cincinnati, Ohio 45202; and
2.   that Firststar Finance, Inc., an Ohio corporation, merged with and into U.S. Bancorp Consumer Finance of Kentucky, Inc., a Kentucky corporation, effective December 1, 2002; and
3.   that U. S. Bancorp Consumer Finance of Kentucky, Inc., a Kentucky corporation, merged with and into ConFink, Inc., a Delaware corporation effective September 30, 2005; and
4.   that ConFink, Inc., a Delaware corporation, merged with and into U.S. Bank National Association, Minneapolis, Minnesota (OCC charter number 24) effective October 3, 2005; and
5.   that attached hereto as Exhibit A is a true and correct copy of the official certificate issued by the State of Ohio evidencing the merger listed above in number 2; and
6.   that Exhibit B is a true and correct copy of the Articles of Merger filed with the Kentucky Secretary of State evidencing the merger listed above in number 3; and
7.   that Exhibit C is a true and correct copy of the official certification of the Comptroller of the Currency (OCC) evidencing the merger listed above in number 4; and
8.   that U.S. Bank National Association does not have a corporate seal; and

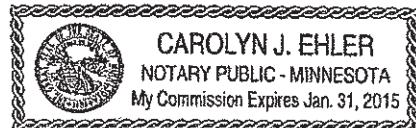
9. that the information contained in this Affidavit is true to the best of my own knowledge.

Dated: February 26, 2010

Cara L. Seeley  
Cara L. Seeley, Assistant Secretary

Subscribed and sworn to before me on  
February 26, 2010

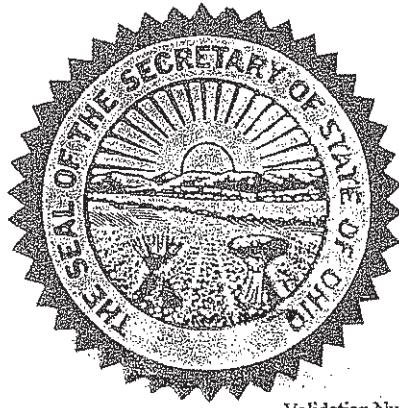
Carolyn J. Eller  
Notary Public  
My Commission Expires: 1-31-2015



UNITED STATES OF AMERICA  
STATE OF OHIO  
OFFICE OF THE SECRETARY OF STATE

EXHIBIT A

*I, J. Kenneth Blackwell, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign corporations; that said records show the MERGER of FIRSTAR FINANCE, INC., an Ohio Corporation, Charter No. 888758, having its principal location in Cincinnati, County of Hamilton, incorporated on December 20, 1994, merging into U.S. BANCORP CONSUMER FINANCE OF KENTUCKY, INC., survivor of said merger, an unqualified Kentucky Corporation, was effective December 01, 2002, upon the records of incorporation.*



*Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 24th day of December, A.D. 2002.*

A handwritten signature of J. Kenneth Blackwell is written in cursive ink.

J. Kenneth Blackwell

Ohio Secretary of State

Validation Number: 200235800442

Multi-page document. Select page: 1 2 3 4**EXHIBIT B**

SEP-29-2005 17:56

P.02

ARTICLES OF MERGER  
of  
U.S. BANCORP CONSUMER FINANCE OF KENTUCKY, INC.  
into  
CONFINK, INC.

**0063982.09** MMcCullot

page:

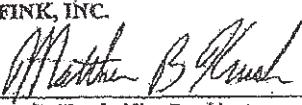
Trey Grayson  
Secretary of State  
Received and Filed  
09/30/2005 3:21:34 PM  
Fee Receipt: \$50.00

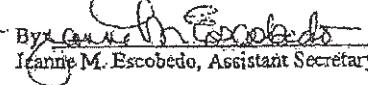
Pursuant to the provisions of the General Corporation Law of the State of Delaware, the undersigned corporations adopt the following articles of merger:

1. The plan of merger is as follows:
  - a. The names of the corporations proposing to merge are U.S. Bancorp Consumer Finance of Kentucky, Inc. into ConFink, Inc.
  - b. The name of the surviving corporation is ConFink, Inc.
  - c. The terms and conditions of the proposed merger are: U.S. Bancorp Consumer Finance of Kentucky, Inc. is an inactive corporation. ConFink, Inc. will acquire any assets and liabilities at fair market value.
  - d. The merger will be effective as of September 30, 2005 ("Effective Date").
  - e. Upon Effective Date of the merger, all outstanding share of each class and series of stock of U.S. Bancorp Consumer Finance of Kentucky, Inc. shall be canceled and no shares of ConFink, Inc. shall be issued in lieu thereof.
2. ConFink, Inc., the surviving corporation agrees that:
  - a. It may be served with process in the State of Kentucky in any proceeding for the enforcement of an obligation of a constituent corporation and in any proceeding for the enforcement of the rights of a dissenting shareholder of a constituent corporation against it.
  - b. The Secretary of State is irrevocably appointed as its agent to accept service of process in any such proceeding; and the address to which process may be forwarded is 800 Nicollet Mall, 21<sup>st</sup> floor, Minneapolis, Minnesota 55402.

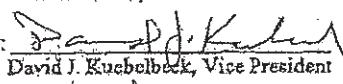
Dated: September 21, 2005

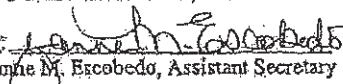
CONFINK, INC.

By:   
Matthew B. Krush, Vice President

By:   
Jeanne M. Escobedo, Assistant Secretary

U.S. BANCORP CONSUMER FINANCE  
OF KENTUCKY, INC.

By:   
David J. Kuebelbeck, Vice President

By:   
Jeanne M. Escobedo, Assistant Secretary

Received Time Sep.29. 7:16PM

Multi-page document. Select page: 1 2 3 4



Comptroller of the Currency  
Administrator of National Banks

Central District Office  
One Financial Place, Suite 2700  
440 South LaSalle Street  
Chicago, Illinois 60605

October 3, 2005

Ms. Karen J. Canon  
Associate General Counsel  
U.S. Bank National Association  
U.S. Bancorp Center - BC-MH-H21N  
800 Nicollet Mall  
Minneapolis, Minnesota 55402

Re: Application for the Merger of ConFink, Inc., Wilmington, Delaware into U.S. Bank National Association, Cincinnati, Ohio -- OCC Application Number: 05-CE-12-053

Dear Ms. Canon:

This letter is the official certification of the Comptroller of the Currency (OCC) to merge ConFink, Inc., Wilmington, Delaware into U.S. Bank National Association, Cincinnati, Ohio, OCC Charter Number 24. It is understood that the merger will be effective on October 3, 2005. The resulting bank's title will be U.S. Bank National Association, OCC Charter Number 24. It is also understood that U.S. Bancorp Consumer Finance of Kentucky, Inc., a Kentucky corporation, will be merged into ConFink, Inc. immediately preceding its merger into U.S. Bank National Association.

If you have questions, please contact the undersigned at (312) 360-8863.

Sincerely,

David J. Rogers  
Director for District Licensing  
National Bank Examiner

Wayne Coates  
 Hamilton County Recorder's Office  
 Doc #: 15-0043887 Type: MT  
 Filed: 04/30/15 03:33:29 PM \$84.00  
 Off. Rec.: 12882 01428 F 9 311

EXHIBIT

D

MDK Doc ID FSCE 23-015918



This Document Prepared By:  
**JESSICA VANWINKLE**  
 U.S. BANK, N.A. S/B/M FIRSTAR BANK, N.A. S/B/M STAR  
 BANK, N.A.  
 4801 FREDERICA ST  
 OWENSBORO, KY 42301  
 (800)365-7772

[REDACTED]  
 First American Title  
 Loss Mitigation Title  
 P.O. Box 27670  
 Santa Ana, CA 92799  
 RE: EVANS - PROPERTY REPORT

Tax/Parcel No. 1060003000300

[Space Above This Line for Rec.

Original Principal Amount: \$75,200.00  
 Unpaid Principal Amount: \$55,064.36  
 New Principal Amount \$56,018.02  
 New Money (Cap): \$953.66

[REDACTED]

**HOME AFFORDABLE MODIFICATION AGREEMENT  
 (MORTGAGE)**  
**(Step Two of Two-Step Documentation Process)**

Executed on this day: MARCH 17, 2015

Borrower ("I")<sup>1</sup>: GLADYS EVANS, UNMARRIED

Borrower Mailing Address: 3404 HARVEY AVE, CINCINNATI, OHIO 45229

Lender or Servicer ("Lender"): U.S. BANK, N.A. S/B/M FIRSTAR BANK, N.A. S/B/M STAR BANK, N.A.

Lender or Servicer Address: 4801 FREDERICA ST, OWENSBORO, KY 42301

Date of first lien mortgage, deed of trust, or security deed ("Mortgage") and Note ("Note"): NOVEMBER 23, 1998

<sup>1</sup> If there is more than one Borrower or Mortgagor executing this document, each is referred to as "I." For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.

Multistate Home Affordable Modification Agreement – Single Family

01152015\_56

First American Mortgage Services

WD12106.1 [REDACTED]

Page 1

**Redacted**

Property Address: 3404 HARVEY AVE, CINCINNATI, OHIO 45229

Legal Description:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:**

**Prior instrument reference: Recorded on NOVEMBER 24, 1998 in BOOK 7815 PAGE 2458, of the Official Records of HAMILTON COUNTY, OHIO**

If my representations and covenants in Section 1 continue to be true in all material respects, then this Home Affordable Modification Agreement ("Agreement") will, as set forth in Section 3, amend and supplement (1) the Mortgage on the Property, and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Agreement and not defined have the meaning given to them in Loan Documents.

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

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

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

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

- A. If prior to the Modification Effective Date as set forth in Section 3 the Lender determines that any of my representations in Section 1 are no longer true and correct or any covenant in Section 1 has not been performed, the Loan Documents will not be modified and this Agreement will terminate. In that event, the Lender will have all of the rights and remedies provided by the Loan Documents; and
- B. I understand that the Loan Documents will not be modified unless and until (i) the Lender accepts this Agreement by signing and returning a copy of it to me, and (ii) the Modification Effective Date (as defined in Section 3) has occurred. I further understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents if I fail to meet any one of the requirements under this Agreement.
3. **The Modification.** If my representations and covenants in Section 1 continue to be true in all material respects and all preconditions to the modification set forth in Section 2 have been met, the Loan Documents will automatically become modified on **APRIL 1, 2015** (the "Modification Effective Date") and all unpaid late charges that remain unpaid will be waived. I understand that if I have failed to make any payments as a precondition to this modification under a workout plan or trial period plan, this modification will not take effect. The first modified payment will be due on **APRIL 1, 2015**.
- A. The Maturity Date will be: **OCTOBER 1, 2028**.
- B. The modified principal balance of my Note will include all amounts and arrearages that will be past due as of the Modification Effective Date (including unpaid and deferred interest, fees, escrow advances and other costs, but excluding unpaid late charges, collectively, "Unpaid Amounts") less any amounts paid to the Lender but not credited to my Loan. The new principal balance of my Note will be **\$56,018.02** (the "New Principal Balance"). I understand that by agreeing to add the Unpaid Amounts to the outstanding principal balance, the added Unpaid Amounts accrue interest based on the interest rate in effect under this Agreement. I also understand that this means interest will now accrue on the unpaid interest that is added to the outstanding principal balance, which would not happen without this Agreement.
- C. Interest at the rate of **2.0000%** will begin to accrue on the New Principal Balance as of **MARCH 1, 2015** and the first new monthly payment on the New Principal Balance will be due on **APRIL 1, 2015**. My payment schedule for the modified Loan is as follows:

Years	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Estimated Monthly Escrow Payment Amount*	Total Monthly Payment*	Payment Begins On	Number of Monthly Payments
1-5	<b>2.0000%</b>	<b>03/01/2015</b>	<b>\$392.75</b>	<b>\$129.57</b> May adjust periodically	<b>\$522.32</b> May adjust periodically	<b>04/01/2015</b>	<b>60</b>
6	<b>3.0000%</b>	<b>03/01/2020</b>	<b>\$409.48</b>	May adjust periodically	May adjust periodically	<b>04/01/2020</b>	<b>12</b>
7-13	<b>3.7500%</b>	<b>03/01/2021</b>	<b>\$420.88</b>	May adjust periodically	May adjust periodically	<b>04/01/2021</b>	<b>91</b>

\*The escrow payments may be adjusted periodically in accordance with applicable law and

therefore my total monthly payment may change accordingly.

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

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

- D. I will be in default if I do not comply with the terms of the Loan Documents, as modified by this Agreement.
- E. If a default rate of interest is permitted under the Loan Documents, then in the event of default under the Loan Documents, as amended, the interest that will be due will be the rate set forth in Section 3.C.

**4. Additional Agreements.** I agree to the following:

- A. That all persons who signed the Loan Documents or their authorized representative(s) have signed this Agreement, unless (i) a borrower or co-borrower is deceased; (ii) the borrower and co-borrower are divorced and the property has been transferred to one spouse in the divorce decree, the spouse who no longer has an interest in the property need not sign this Agreement (although the non-signing spouse may continue to be held liable for the obligation under the Loan Documents); or (iii) the Lender has waived this requirement in writing.
- B. That this Agreement shall supersede the terms of any modification, forbearance, trial period plan or workout plan that I previously entered into with Lender.
- C. To comply, except to the extent that they are modified by this Agreement, with all covenants, agreements, and requirements of Loan Documents including my agreement to make all payments of taxes, insurance premiums, assessments, Escrow Items, impounds, and all other payments, the amount of which may change periodically over the term of my Loan.
- D. That this Agreement constitutes notice that the Lender's waiver as to payment of Escrow Items, if any, has been revoked, and I have been advised of the amount needed to fully fund my escrow account.
- E. That the Loan Documents as modified by this Agreement are duly valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed.
- F. That all terms and provisions of the Loan Documents, except as expressly modified by this Agreement, remain in full force and effect; nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents; and that except as otherwise specifically provided in, and as expressly modified by, this Agreement, the Lender and I will be bound by, and will comply with, all of the terms and

conditions of the Loan Documents.

- G. That, as of the Modification Effective Date, notwithstanding any other provision of the Loan Documents, if all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Mortgage. Lender shall not exercise this option if state or federal law, rules or regulations prohibit the exercise of such option as of the date of such sale or transfer. If Lender exercises this option, Lender shall give me notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which I must pay all sums secured by the Mortgage. If I fail to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Mortgage without further notice or demand on me.
- H. That, as of the Modification Effective Date, I understand that the Lender will only allow the transfer and assumption of the Loan, including this Agreement, to a transferee of my property as permitted under the Garn St. Germain Act, 12 U.S.C. Section 1701j-3. A buyer or transferee of the Property will not be permitted, under any other circumstance, to assume the Loan. Except as noted herein, this Agreement may not be assigned to, or assumed by, a buyer or transferee of the Property.
- I. That, as of the Modification Effective Date, if any provision in the Note or in any addendum or amendment to the Note allowed for the assessment of a penalty for full or partial prepayment of the Note, such provision is null and void.
- J. That, I will cooperate fully with Lender in obtaining any title endorsement(s), or similar title insurance product(s), and/or subordination agreement(s) that are necessary or required by the Lender's procedures to ensure that the modified mortgage Loan is in first lien position and/or is fully enforceable upon modification and that if, under any circumstance and not notwithstanding anything else to the contrary in this Agreement, the Lender does not receive such title endorsement(s), title insurance product(s) and/or subordination agreement(s), then the terms of this Agreement will not become effective on the Modification Effective Date and the Agreement will be null and void.
- K. That I will execute such other documents as may be reasonably necessary to either (i) consummate the terms and conditions of this Agreement; or (ii) correct the terms and conditions of this Agreement if an error is detected after execution of this Agreement. I understand that either a corrected Agreement or a letter agreement containing the correction will be provided to me for my signature. At Lender's option, this Agreement will be void and of no legal effect upon notice of such error. If I elect not to sign any such corrective documentation, the terms of the original Loan Documents shall continue in full force and effect, such terms will not be modified by this Agreement, and I will not be eligible for a modification under the Home Affordable Modification Program.
- L. That Lender will collect and record personal information, including, but not limited to, my name, address, telephone number, social security number, credit score, income, payment history, government monitoring information, and information about account balances and activity. In addition, I understand and consent to the disclosure of my personal information and the terms of the trial period plan and this Agreement by Lender to (i) the U.S. Department of the Treasury, (ii) Fannie Mae and Freddie Mac in connection with their responsibilities under the Home Affordability and Stability Plan; (iii) any investor, insurer, guarantor or servicer that owns, insures, guarantees or

services my first lien or subordinate lien (if applicable) mortgage loan(s); (iv) companies that perform support services for the Home Affordable Modification Program and the Second Lien Modification Program; and (v) any HUD certified housing counselor.

- M. That if any document related to the Loan Documents and/or this Agreement is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the loan as modified, or is otherwise missing, I will comply with the Lender's request to execute, acknowledge, initial and deliver to the Lender any documentation the Lender deems necessary. If the Note is replaced, the Lender hereby indemnifies me against any loss associated with a demand on the original Note. All documents the Lender requests of me under this Section 4.N. shall be referred to as "Documents." I agree to deliver the Documents within ten (10) days after I receive the Lender's written request for such replacement.
- N. That the mortgage insurance premiums on my Loan, if applicable, may increase as a result of the capitalization which will result in a higher total monthly payment. Furthermore, the date on which I may request cancellation of mortgage insurance may change as a result of the New Principal Balance.
- O. If my Loan Documents govern a home equity loan or line of credit, then I agree that as of the Modification Effective Date, I am terminating my right to borrow new funds under my home equity loan or line of credit. This means that I cannot obtain additional advances, and must make payments according to this Agreement. (Lender may have previously terminated or suspended my right to obtain additional advances under my home equity loan or line of credit, and if so, I confirm and acknowledge that no additional advances may be obtained.)

In Witness Whereof, I have executed this Agreement.

Gladys Evans  
Borrower: GLADYS EVANS

03/27/15  
Date

Borrower:

Date

Borrower:

Date

Borrower:

Date

[Space Below This Line for Acknowledgments]

#### BORROWER ACKNOWLEDGMENT

State of OHIO

County of Han

The foregoing instrument was acknowledged before me this March 27, 2015 (date) by  
GLADYS EVANS (name of person acknowledged)

Jennifer Corry  
Notary Public

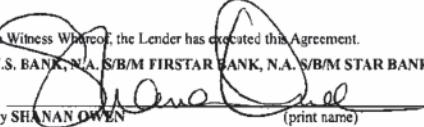
Printed Name: Jennifer Corry

My Commission expires:  
06/14/2019

Prepared by:  
JESSICA VANWINKLE  
U.S. BANK N.A.  
4801 FREDERICA ST  
OWENSBORO, KY 42301  
(800) 365-7772

RECORD AND RETURN TO  
FIRST AMERICAN TITLE  
ATTN: LMTS  
P.O. BOX 27670  
SANTA ANA, CA 92799-7670



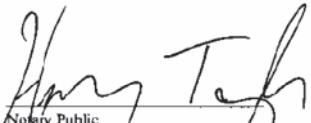
In Witness Whereof, the Lender has executed this Agreement.  
 U.S. BANK, N.A. S/B/M FIRSTAR BANK, N.A. S/B/M STAR BANK, N.A.  
  
 By SHANEN OWEN \_\_\_\_\_  
 Mortgage Document Officer  
 (print name)  
 (title)

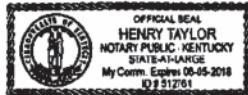
3/31/15  
 Date

[Space Below This Line for Acknowledgments]

STATE OF KENTUCKY  
 COUNTY OF DAVIESS

The foregoing instrument was acknowledged before me this 3/31/15 by  
 SHANEN OWEN, the MORTGAGE DOCUMENT OFFICER of U.S. BANK, N.A. S/B/M FIRSTAR  
 BANK, N.A. S/B/M STAR BANK, N.A., a National Banking Assoc. on behalf of  
 said national association.

  
 Notary Public  
 Printed Name: Henry Taylor  
 My commission expires: 6/18/18



## EXHIBIT A

BORROWER(S): GLADYS EVANS, UNMARRIED

Redacted

## LEGAL DESCRIPTION:

ALL THAT CERTAIN LOT OR PARCEL OF LAND SITUATE IN AVONDALE, CINCINNATI, HAMILTON COUNTY, OHIO, IN SECTION 8, TOWNSHIP 3, FRACTIONAL RANGE 2, IN THE MIAMI PURCHASE AND BEING PART OF LOT NO. 16 OF PLAT IN PARTITION AMONG THE HEIRS OF ANDREW HARVEY, DECEASED, RECORDED IN PLAT BOOK NO. 2, PAGE 16, OF THE HAMILTON COUNTY, OHIO RECORDS, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE EAST LINE OF HARVEY AVENUE, ONE HUNDRED SEVENTY-FIVE AND FIFTEEN HUNDREDTHS (175.15) FEET NORTH OF THE NORTHEAST CORNER OF LINDEN AVENUE (NOW HALE AVENUE) AND SAID HARVEY AVENUE; SAID PART BEING THE NORTHWEST CORNER OF A LOT OF LAND LEASED BY JAMES M. GLENN, ET AL., TO W. A. R. TENNEY BY LEASE DATED OCTOBER 29, 1895, AND RECORDED IN LEASE BOOK III, PAGE 584, OF THE HAMILTON COUNTY, OHIO RECORDS; THENCE EASTWARDLY ON THE NORTH LINE OF SAID TENNEY'S LAND AND NORTH LINE OF CORNELIA MERRELL'S LAND ONE HUNDRED FIFTY AND FORTY-EIGHT HUNDREDTHS (150.48) FEET, MORE OR LESS TO THE WEST LINE OF NINA DALE PARKE'S LAND; THENCE NORTHWARDLY ALONG SAID WEST LINE OF NINA DALE PARKE'S LAND FIFTY (50) FEET TO THE SOUTHEAST CORNER OF H. M. GABEL'S LAND; THENCE WESTWARDLY ALONG THE SOUTH LINE OF H. M. GABEL'S LAND ONE HUNDRED FORTY-EIGHT AND SIXTY-FIVE HUNDREDTHS (148.65) FEET, MORE OR LESS, TO THE EAST LINE OF HARVEY AVENUE; THENCE SOUTHWARDLY ALONG SAID EAST LINE OF SAID HARVEY AVENUE FIFTY AND FOUR HUNDREDTHS (50.04) FEET TO THE PLACE OF BEGINNING.

ALSO KNOWN AS: 3404 HARVEY AVE, CINCINNATI, OHIO 45229

Redacted

WHEN RECORDED, RETURN TO:  
FIRST AMERICAN TITLE INSURANCE CO.  
1100 SUPERIOR AVENUE, SUITE 200  
CLEVELAND, OHIO 44114  
NATIONAL RECORDING



## PRELIMINARY JUDICIAL REPORT

*Issued by* Westcor Land Title Insurance Company  
GUARANTEE NO. PJR-1-FL1356-15146739

Issued by: Title365 Company

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



By:

A handwritten signature in black ink that reads "Mary O'Donnell".

Attest:

A handwritten signature in black ink that reads "Mary O'Donnell".  

---

A handwritten signature in black ink that reads "John S. Beyer".  

---

President

Secretary

<b>TITLE365</b>	<b>Preliminary Judicial Report</b>
	<b>ISSUED BY</b> <b>Westcor Land Title Insurance Company</b>
	<b>JUDICIAL REPORT NUMBER</b> <b>PJR-1-FL1356-15146739</b>

Title365 Company  
345 Rouser Rd  
Coraopolis, PA 15108

Order No.: [REDACTED]  
Reference: [REDACTED]

**Guaranteed Party Name:**

Plaintiff in Judicial Action  
c/o Manley Deas Kochalski LLC

Pursuant to your request for a Preliminary Judicial Report (hereinafter "the Report") for use in judicial proceedings, Westcor Land Title Insurance Company (hereinafter "the Company") hereby guarantees in an amount not to exceed \$ 11,056.37 that it has examined the public records in Hamilton County, Ohio as to the land described in Schedule A, that the record title to the land is at the date hereof vested in GLADYS EVANS, AKA GLADYS M. EVANS, UNMARRIED by instrument recorded 11/15/2019 in Instrument Number: 2019-0100775 Book/Page 14045/00826 and free from all encumbrances, liens or defects of record, except as shown in Schedule B.

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

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

**Effective Date:** 07/03/2023

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

Title365 Company

*Jim Beyer*



By:

*Mary O'Donnell*

President

Attest:

*[Signature]*

Secretary

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

This Jacket was created electronically and constitutes an original document

## **CONDITIONS AND STIPULATIONS OF THIS PRELIMINARY JUDICIAL REPORT**

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

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

"Guaranteed Claimant": Guaranteed Party claiming loss or damage hereunder.

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

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

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

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

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

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

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

### **4. Notice of Claim to be given to Guaranteed Claimant**

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

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

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

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

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

## **CONDITIONS AND STIPULATIONS OF THIS PRELIMINARY JUDICIAL REPORT (Continued)**

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

### **7. Notices**

All notices required to be given to the Company shall be given promptly and any statements in writing required to be furnished to the Company shall be addressed to 875 Concourse Parkway South, Suite 200, Maitland, FL 32751. Telephone: (866) 629-5842.

### **EXCLUSIONS FROM COVERAGE**

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



## Preliminary Judicial Report

ISSUED BY

**Westcor Land Title Insurance Company**

### Schedule A

JUDICIAL REPORT NUMBER

**PJR-1-FL1356-15146739**

#### DESCRIPTION OF LAND

The land referred to in this Policy is situated in the City of CINCINNATI County of Hamilton, State of OH, and is described as follows:

ALL THAT CERTAIN LOT OF PARCEL OF LAND SITUATE IN AVONDALE, CINCINNATI, HAMILTON COUNTY, OHIO, IN SECTION 8, TOWNSHIP 3, FRACTIONAL RANGE 2, IN THE MIAMI PURCHASE AND BEING PART OF LOT NO. 10 OF PLAT IN PARTITON AMONG THE HEIRS OF ANDREW HARVEY, DECEASED, RECORDED IN PLAT BOOK. NO. 2, PAGE 16, OF THE HAMILTON COUNTY, OHIO RECORDS, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF HARVEY AVENUE, ONE HUNDRED SEVENTY-FIVE AND FIFTEEN HUNDREDTHS (175.15) FEET NORTH OF THE NORTHEAST CORNER OF LINDEN AVENUE (NOW HALE AVENUE) AND SAID HARVEY AVENUE; SAID PART BEING THE NORTHWEST CORNER OF A LOT OF LAND LEASED BY JAMES M. GLENN, ET, AL., TO W.A.R. TENNEY BY LEASE DATED OCTOBER 29, 1895, AND RECORDED IN LEASE BOOK 111, PAGE 584, OF THE HAMILTON COUNTY, OHIO RECORDS; THENCE EASTWARDLY ON THE NORTH LINE OF SAID TENNEY'S LAND AND NORTH LINE OF CORNELIA MORRELL'S LAND ONE HUNDRED FIFTY AND FORTY-EIGHT HUNDREDTHS (150.48) FEET, MORE OR LESS TO THE WEST LINE OF NINA DALE PARKE'S LAND; THENCE NORTHWARDLY ALONG SAID WEST LINE OF NINA DALE PARKE'S LAND FIFTY (50) FEET TO THE SOUTHEAST CORNER OF H.M. GABEL'S LAND; THENCE WESTWARDLY ALONG THE SOUTH LINE OF H.M. GABEL'S LAND ONE HUNDRED FORTY-EIGHT AND SIXTY-FIVE HUNDREDTHS (148.65) FEET, MORE OR LESS, TO THE EAST LINE OF HARVEY AVENUE; THENCE SOUTHWARDLY ALONG SAID CAST LINE OF SAID HARVEY AVENUE FIFTY AND FOUR HUNDREDTHS (50.04) FEET TO THE PLACE OF BEGINNING.

Being known as 3404 HARVEY AVE, Cincinnati, OH 45229

Being the same premises conveyed from JOANN BARCHUE, UNMARRIED to GLADYS EVANS, AKA GLADYS M. EVANS, UNMARRIED in a deed dated 11/14/2019 and recorded date 11/15/2019 in INSTRUMENT NUMBER 2019-0100775, BOOK 14045 , PAGE 00826 of the official records.

PPN: 106-0003-0003-00

#### SOURCE OF TITLE

##### TITLE ACQUIRED BY:

Deed Type:	QUITCLAIM DEED
Grantors:	JOANN BARCHUE, UNMARRIED
Grantees:	GLADYS EVANS, AKA GLADYS M. EVANS, UNMARRIED
Dated:	November 14, 2019
Recorded Date:	November 15, 2019
Consideration:	\$0.00
Instrument Number:	2019-0100775
Book and Page:	14045/00826
Deed Type:	GENERAL WARRANTY DEED
Grantors:	JOANN BARCHUE, UNMARRIED
Grantees:	JOANN BARCHUE, UNMARRIED AND GLADYS EVANS, AKA GLADYS M. EVANS, UNMARRIED, DURING THEIR JOINT LIVES, REMAINDER TO THE SURVIVOR OF THEM
Dated:	August 20, 2018
Recorded Date:	August 22, 2018
Consideration:	\$0.00
Instrument Number:	2018-0074137
Book and Page:	13737/00605

Deed Type: GENERAL WARRANTY DEED  
Grantors: GLADYS EVANS AKA GLADYS M. EVANS, UNMARRIED  
Grantees: JOANN BARCHUE, UNMARRIED  
Dated: April 29, 2016  
Recorded Date: May 13, 2016  
Instrument Number: 16-42260  
Book and Page: 13166/00721

Deed Type: QUITCLAIM DEED  
Grantors: JULIUS EVANS, UNMARRIED, AND CHERYL EVANS, UNMARRIED  
Grantees: GLADYS EVANS  
Dated: December 16, 1997  
Recorded Date: January 13, 1998  
Instrument Number: 98-5967  
Book and Page: 7545/94

Deed Type: QUITCLAIM DEED  
Grantors: CHARLENE EVANS, UNMARRIED  
Grantees: JULIUS EVANS, UNMARRIED AND CHERYL EVANS, UNMARRIED  
Dated: December 4, 1986  
Recorded Date: January 7, 1987  
Instrument Number: F1896  
Book and Page: 4370/226

Deed Type: WARRANTY DEED  
Grantors: JOHN MCCOY AND RUTH LEE MCCOY, HUSBAND AND WIFE  
Grantees: JULIUS EVANS, UNMARRIED, CHARLENE EVANS, UNMARRIED AND CHERYL EVANS, UNMARRIED  
Dated: April 30, 1979  
Recorded Date: May 15, 1979  
Instrument Number: F28529  
Book and Page: 4155/1255

**TITLE365****Preliminary Judicial Report**

ISSUED BY

**Westcor Land Title Insurance Company****Schedule B**

JUDICIAL REPORT NUMBER

**PJR-1-FL1356-15146739****EXCEPTIONS FROM COVERAGE**

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

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

FIRST HALF (1/2):	\$461.51	PAID
SECOND HALF (2/2):	\$444.92	PAID
Parcel No.:	106-0003-0003-00	

- A mortgage to secure an original indebtedness of \$75,200.00, and any other amounts or obligations secured thereby, recorded on: 11/24/1998 as BOOK 7815 PAGE 2458 INSTRUMENT NUMBER 98-224616 of official records.

Dated:	11/23/1998
Mortgagor:	GLADYS EVANS, UNMARRIED
Mortgagee/Beneficiary:	STAR BANK, N.A.

- MODIFICATION Agreement to modify the terms and provisions of said mortgage as therein provided:  
Reason: DECREASE THE UNPAID PRINCIPAL BALANCE TO \$56,018.02 AND EXTEND THE MATURITY DATE TO OCTOBER 1, 2028

Executed by:	GLADYS EVANS, U.S. BANK, N.A. S/B/M FIRSTAR BANK, N.A. S/B/M STAR BANK, N.A.
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Recorded:	04/30/2015
BOOK:	12882
PAGE:	01428 of Official Records.

- A mortgage to secure an original indebtedness of \$20,000.00, and any other amounts or obligations secured thereby, recorded on: 12/01/1999 as BOOK 8135 PAGE 1731 INSTRUMENT NUMBER 99-233121 of official records.

Dated:	11/20/1999
Mortgagor:	GLADYS M. EVANS, A WIDOWED AND UNRE-MARRIED WOMAN
Mortgagee/Beneficiary:	HOUSEHOLD REALTY CORPORATION

- AFFIDAVIT OF FACT RELATING TO TITLE RECORDED APRIL 15, 1922 AS INSTRUMENT NUMBER 2022-0038576, IN BOOK 14647 PAGE 01157 OF OFFICIAL RECORDS

- TRANSFER ON DEATH DESIGNATION AFFIDAVIT RECORDED NOVEMBER 27, 2019 AS INSTRUMENT NUMBER 2019-0105383, IN BOOK 14053 PAGE 01167 OF OFFICIAL RECORDS

Scott Crowley  
Hamilton County Recorder's Office  
Doc #1 2022-0038576 Type: ~~REG~~ AFF  
Filed: 04/15/22 09:38:47 AM \$34.00  
Off Rec'd: 14647 01157 F 2 210

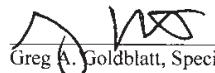


**AFFIDAVIT OF FACT RELATING TO TITLE**  
(ORC Section 5301.25.2)

Greg A. Goldblatt, affiant, being duly sworn hereby states that:

1. He has been appointed as Special Counsel by the Ohio Attorney General to handle accounts under the Medicaid Estate Recovery program.
2. Gladys Evans, deceased on November 18, 2021, was a Medicaid recipient during her lifetime.
3. The State of Ohio paid \$551,066.60 on behalf of Gladys Evans.
4. The State of Ohio may have a claim against the Estate of Gladys Evans in the amount of \$551,066.60 pursuant to Ohio Revised Code 5162.21 and 42 USC 1396p.
5. Gladys Evans owned partial interest in property identified as: see attached legal description.

Further affiant sayeth naught.

WGS 3/31/2022  
Greg A. Goldblatt, Special Counsel Date

NOTARIZATION

STATE OF OHIO  
COUNTY OF CLERMONT, SS:

The undersigned certifies that Greg A. Goldblatt did personally appear and sign this Affidavit of his own free will on the 22 day of June, 2022, at Milford, Ohio.



Chad A. Hirschauer  
Attorney At Law  
Notary Public, State of Ohio  
My commission does not expire  
Sec. 147.03 R.C.  
Notary Public

Prepared by:  
Greg A. Goldblatt on behalf of the State of Ohio, Medicaid Estate Recovery  
Sonnek & Goldblatt, Ltd.  
746 State Route 28  
Milford, OH 45150  
Ph: 513-417-8692 Fx: 513-453-4446  
ggoldblatt@sonnekandgoldblatt.com

## LEGAL DESCRIPTION

All that certain lot or parcel of land situated in Avondale, Cincinnati, Hamilton County, Ohio, In Section 8, Township 3, Fractional Range 2, in the Miami Purchase and being part of Lot No. 10 of Plat in partition among the heirs of Andrew Harvey, deceased, recorded in Plat Book 2, Page 16, of the Hamilton County, Ohio Records, bounded and described as follows:

Beginning at a point in the east line of Harvey Avenue, One Hundred Seventy-Five and Fifteen Hundredths (175.15) feet north of the northeast corner of Linden Avenue (Now Hale Avenue) and said Harvey Avenue; said part being the northwest corner of a lot of land leased by James M. Glenn, et al., to W.A.R. Tenney by lease dated October 29, 1895, and recorded in Lease Book 111, Page 584, of the Hamilton County, Ohio Records; thence eastwardly on the north line of said Tenney's land and north line of Cornelia Merrell's land One Hundred Fifty and Forty-Eight Hundredths (150.48) feet, more or less to the west line of Nina Dale Parke's Land; thence northwardly along said west line of Nina Dale Parke's land Fifty (50) feet to the southeast corner of H.M. Gabel's land; thence westwardly along and along the south line of H.M. Gabel's land One Hundred Forty-Eight and Sixty-Five Hundredths (148.65) feet, more or less, to the east line of Harvey Avenue; thence southwardly along said east line of said Harvey Avenue Fifty and Four Hundredths (50.4) feet to the place of beginning.

Property Address: 3404 Harvey Avenue, Cincinnati, Ohio 45227.

## PARCEL NO.

106-0003-0003-00