



**PAVAN PARIKH
HAMILTON COUNTY CLERK OF COURTS**

COMMON PLEAS DIVISION

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August 21, 2023 08:05 AM

PAVAN PARIKH

Clerk of Courts

Hamilton County, Ohio

CONFIRMATION 1359768

**FIFTH THIRD BANK
NATIONAL ASSOCIATION
FKA FIFTH TH**

A 2303511

vs.

**THE UNKNOWN HEIRS
DEVISEES LEGATEES
EXECUTORS ADMI**

FILING TYPE: INITIAL FILING (FORECLOSURE-IN COUNTY)

PAGES FILED: 26

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

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

Plaintiff,

vs.

THE UNKNOWN HEIRS, DEVISEES,
LEGATEES, EXECUTORS,
ADMINISTRATORS, SPOUSES AND
ASSIGNS AND THE UNKNOWN
GUARDIANS OF MINOR AND/OR
INCOMPETENT HEIRS OF JUANITA E.
ROBINSON AKA JUANITA ROBINSON
ADDRESS UNKNOWN

HAMILTON COUNTY TREASURER
138 E. COURT STREET RM. 408
CINCINNATI, OH 45202

Defendant(s).

CASE NO. _____

COMPLAINT IN FORECLOSURE
Permanent Parcel No: 590-0322-0060-00

COUNT ONE

1. Plaintiff is entitled to enforce a note, which has been duly endorsed, the original of which is in plaintiff's possession. A copy of the note is attached hereto as Exhibit A.
2. There has been a default under the terms of the note; plaintiff has performed all conditions precedent; and plaintiff has properly accelerated the debt.
3. There is due to plaintiff upon the note, the amount of \$59,761.02, with interest at the rate of 9.2400% per year from October 25, 2022, and as may be subsequently adjusted pursuant to the terms of the Note, plus court costs, advances, and other charges as allowed by law.



23-10909 FC01

4. Juanita E. Robinson aka Juanita Robinson died on November 10, 2022 and a copy of the death search is attached hereto as Exhibit B. Therefore, Plaintiff is not seeking a personal judgment.

COUNT TWO

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

6. The mortgage given by Juanita E. Robinson aka Juanita Robinson, was filed for record on February 2, 2016, as Mortgage Book 13094, Page 01036, of the Hamilton County recorder's records. The master mortgage was filed for record on June 8, 2004, as Mortgage Book 09640, Page 02692, of the Hamilton County recorder's records and a copy is attached hereto as Exhibit E. Fifth Third Bank, National Association is fka Fifth Third Bank, as evidenced by the documents attached hereto as Exhibit F. The conditions of defeasance contained therein have been broken; plaintiff has complied with all conditions precedent; and plaintiff is entitled to have said mortgage foreclosed.

7. Defendant, The Unknown Heirs, Devisees, Legatees, Executors, Administrators, Spouses and Assigns and the Unknown Guardians of Minor and/or Incompetent Heirs of Juanita E. Robinson aka Juanita Robinson, may claim an interest in the subject property by virtue being the Unknown Heirs, Devisees, Legatees, Executors, Administrators, Spouses and Assigns and the Unknown Guardians of Minor and/or Incompetent Heirs of Juanita E. Robinson aka Juanita Robinson

8. Defendant, State of Ohio Department of Taxation, may claim an interest in the subject property by virtue of a judgment lien filed for record on 01/28/2015, as judgment lien docket no.

CJ15001263 of the Hamilton County clerk's records and any other interest Defendant may have in the subject Real Property.

9. The Hamilton County Treasurer may claim an interest in the Real Property by virtue of any delinquent, due or owing taxes or assessments for the Real Property and any other interest that Hamilton County may have in the Real Property.

WHEREFORE, plaintiff prays for judgment in the amount of \$59,761.02, together with interest at the rate of 9.2400% per year from October 25, 2022, and as may be subsequently adjusted pursuant to the terms of the Note, plus court costs, advances, and other charges, as allowed by law; that plaintiff's mortgage be adjudged a valid first lien upon the Real Property, and that said mortgage be foreclosed; that said Real Property may be ordered sold free and clear of all liens, claims and interests, and that plaintiff be paid out of the proceeds of such sale; for such other relief, legal and equitable, as may be proper and necessary; and that all the other defendants herein be required to set up their liens or interests in said Real Property or be forever barred from asserting same.

Respectfully Submitted,

/s/ Robert H. Young
Robert H. Young (0036743)
Mark N. Dierks (0040668)
Benjamin M. Rodriguez (0079289)
Lori R. Leach (0069629)
BROCK & SCOTT, PLLC
Attorneys for Plaintiff
2001 NW 64th St, Suite 130
Ft. Lauderdale, FL 33309
Phone: (954) 618-6955
Fax: (513) 492-2016
Robert.Young@brockandscott.com

EXHIBIT A

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

Account Number [REDACTED]

In consideration of the agreement by **FIFTH THIRD BANK** (hereinafter referred to as the "Lender") to open an Equity Flexline Account ("Account") in the amount of \$ **Sixty Thousand AND 00/100 Dollars (\$ 60,000.00)** whereby you (includes all borrowers jointly and severally) may receive periodic extensions of credit (loan advances) by writing a check or using any other method of access we offer to draw an extension of credit on said Account from the date of this agreement until December 25, 2025 (the "Revolving Period"), you hereby agree as follows:

FINANCE CHARGE

1. When you desire an extension of credit hereunder, you will use an Account check or other method offered by the Lender, or transfer funds from the Account by other means acceptable to Lender. The amount of advance will be no greater than the amount of credit available on your Account at that time. There is no minimum credit advance required. Upon Lender's request, you will surrender any Account checks or other access device in your possession.
2. All extensions of credit drawn on your Account, plus other charges and fees, insurance premiums, if applicable, and unpaid finance charges will be debited to your Account. You agree to pay back all such amounts as specified in paragraph 11.
3. You will promptly notify Lender in writing of any change of address, billing errors appearing on your periodic statement and of any loss or unauthorized use of your Account checks or other method of access we offer. Upon request of Lender, usually once a year, you agree to provide information on your current financial condition by completing a personal financial statement.
4. All payments will be credited promptly and in no event more than five days after receipt by Lender. Payments received prior to 5:00 p.m. on a business day at the address printed on the payment coupon portion of your statement will be credited to the Account on that business day.
5. Lender reserves the right to refuse to honor any request for advance drawn on your Account which does not conform to the requirements of this Agreement. Lender may also refuse to honor a request for advance drawn on your Account if to do so would cause the balance of your Account, according to Lender records, to exceed your credit limit in effect at that time. However, Lender at its discretion may honor such advance, despite the fact it would cause your Account balance to exceed your credit limit. Should Lender so honor such a request which causes the Account balance to exceed your credit limit, such excess shall be unsecured. Lender may, at its discretion, withhold a portion of the available credit on your Account up to the amount of any payment made in order to assure that your check or other payment instrument is honored.
6. A **FINANCE CHARGE** will be imposed from the date of posting of each advance on the daily balance of the Account until payment in full is entered to your Account.
7. We calculate the **FINANCE CHARGE** on your Account by applying the **ANNUAL PERCENTAGE RATE**, figured on a daily basis, times the daily balance of your Account. To get the daily beginning balance of your Account each day, add new advances, and subtract any payment or credits and unpaid finance charges. The **FINANCE CHARGE** during each billing cycle will be the sum of the daily **FINANCE CHARGES** so calculated. The **ANNUAL PERCENTAGE RATE** corresponding to the periodic rate does not include any costs other than interest.
8. The **ANNUAL PERCENTAGE RATE** on your Account will be the highest Prime Rate as published in the Eastern Edition of The Wall Street Journal "Money Rates" table, plus **0.990 %**. Changes in the **ANNUAL PERCENTAGE RATE** will be effective on the first business day of the month following the day a change in Prime Rate is published in The Wall Street Journal. The **ANNUAL PERCENTAGE RATE** is subject to a lifetime floor and will never fall below **2.740 %**. The **ANNUAL PERCENTAGE RATE** will never exceed **25 %** or the highest rate allowed by law, whichever is less. The new rate will be reflected on your periodic statements. An increase in the index may result in an increase in your minimum monthly payment and your principal balance.

RLCA (5/15)

PAGE 1

FIFTH THIRD BANK (NMLS: [REDACTED])

LOAN ORIGINATOR'S NAME: JOSEPH SCHAEFER
(NMLS: [REDACTED])

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

10. INITIAL ACCOUNT RATE: The current ANNUAL PERCENTAGE RATE for this Account is 4.240 %. The corresponding daily periodic rate is 0.011 %.

PAYMENTS AND FEES

11. TERM AND PAYMENT REQUIREMENTS: You may obtain loan advances during the Revolving Period. During the Revolving Period your payment will be due Monthly and will equal the finance charges that accrued on the outstanding balance during the preceding billing period. Making the minimum payment will not reduce your principal balance during the Revolving Period. After the Revolving Period ends, you will no longer be able to obtain loan advances and you must repay all outstanding amounts by December 25, 2045 the ("Maturity Date"). The period between the end of the Revolving Period and the Maturity Date is the Repayment Period. During the Repayment Period your payment will be due Monthly and will equal the greater of a) the Account balance at the end of the preceding billing period that is not subject to a fixed rate lock, minus previously billed and unpaid principal, divided by the number of payments remaining in the Repayment Period (initially 240), plus the finance charges that accrued during the preceding billing period, or b) \$100.00. You will be required to pay the entire balance due, if any, on the Maturity Date. You may apply to refinance the balance with Lender.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1341 MEREDITH DR CINCINNATI, OH 45231-0000

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

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

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

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

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

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

DATE: December 4, 2015

ACCEPTED: FIFTH THIRD BANK

By:

Juanita E. Robinson

JUANITA E. ROBINSON

EXHIBIT B

Person Search Plus Results - Contact & Locate

Records: 1 to 2 of 2

Search Terms Used - Last Name: ROBINSON; First Name: JUANITA; Street: 1341 MEREDITH DR; ZIP Code: 45211;

1. Subject Results

2. Household Results

	Full Name	SSN	Address	Phone	Next Steps
1.	JUANITA E ROBINSON JUANITA ROBINSON DOE [REDACTED] DOD: 11/10/2022 Age at death: Gender - Fem.... *View Sources (~5)  Setup Alert	[REDACTED]	PO BOX 31392 CINCINNATI OH 45231-0392 HAMILTON Apr 2016 - Mar 2023	[REDACTED]	 Comprehensive Report  Contact Card Report  Finder Report  Address Report  Social Media Locator  Other Reports Learn how Contact & Locate Reports can assist you: See Examples
			We Also Found: <input type="checkbox"/> Real Property Locator <input type="checkbox"/> Email Address	[REDACTED]	
			1341 MEREDITH DR CINCINNATI OH 45231-3253 HAMILTON Jan 1970 - May 2023	[REDACTED]	
			341 MEREDITH CINCINNATI OH 45231 HAMILTON Sep 1985	[REDACTED]	

EXHIBIT C

13094 01036

Wayne Coates
Hamilton County Recorder's Office
Doc #: 16-0009894 Type: MT
Filed: 02/02/16 09:49:51 AM \$44.00
Off. Rec.: 13094 01036 F 4 249

(Space Above This Line for Recording Data)
MORTGAGE

THIS MORTGAGE ("Mortgage") is given on December 4, 2015
The mortgagor is
JUANITA ROBINSON, UNMARRIED

Return to: Dawn Tetlak/AEG
5455 Detroit Rd, STE B
Sheffield Village, OH 44054

Whose address 1341 MEREDITH DR , CINCINNATI, OH, 45231-0000 .

("Borrower"). This Mortgage is given to FIFTH THIRD BANK which is organized and existing under the laws of OHIO and whose address is 5050 KINGSLEY DR CINCINNATI, OH 45263 ("Lender").

Borrower owes Lender the principal sum of Sixty Thousand AND 00/100 Dollars (U.S. 60,000.00) (herein, the "Indebtedness"). This indebtedness is evidenced by Borrower's note, credit agreement or other evidence of indebtedness, dated the same date as this Mortgage, with the full indebtedness, if not paid earlier, due and payable on 12/25/45 (herein, the "Loan Documents").

TO SECURE to Lender (a) the repayment of the Indebtedness evidenced by the Loan Documents and any extensions or renewals thereof, with interest thereon, the payment of all other funds, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, or contained in the Loan Documents or any document executed in connection therewith, and (b) the repayment of any and all other loans, advances or indebtedness of Borrower owed to Lender and all affiliates of Lender, of any nature whatsoever (collectively the "Obligations") and (c) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to Item 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant, warrant and convey to Lender, with mortgage covenants, the following described property located in the County of HAMILTON , State of Ohio, to wit (herein, the "Real Estate"):

SEE ATTACHED EXHIBIT "A"

which has the address of 1341 MEREDITH DR CINCINNATI, OH 45231-0000 ("Property Address");

FIFTH THIRD BANK (NMI)

LOAN ORIGINATOR'S NAME: JOSEPH SCHAEFER
(NMLS)

OHII (12/13)

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

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

MASTER MORTGAGE FORM:

All terms of that certain master mortgage form ("Master Mortgage Form") recorded 06/26/2007 6/18/2004 pursuant to Ohio Revised Code section 5302.15 in the office of the HAMILTON County Recorder, Instrument No N/A , O.R. Book 10583 , page 1289 by Fifth Third Bank, by David A. Jackson, are by this reference incorporated as fully and to the same extent as if set forth and contained herein.

* 04-134248 * 9640 * 2692
 COPY: A copy of the Master Mortgage Form has been furnished to the mortgagor prior to the execution of this Security Instrument and mortgagor hereby acknowledges receipt of the same by signing at the end of this instrument.

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

Jeanita E. Robinson (Seal)
JUANITA ROBINSON

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)

STATE OF OHIO, HAMILTON COUNTY

On this 4th DAY OF December, 2015, before me, a Notary Public in and for said County and State, personally appeared
JUANITA ROBINSON, UNMARRIED

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

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

My Commission Expires:



JOSEPH M. SCHAEFER
Notary Public, State of Ohio
My Commission Expires
August 20, 2020

Joseph M. Schaefer
Notary Public
Joseph M. Schaefer
Typed, Printed or Stamped Name

This instrument was prepared by: FIFTH THIRD BANK
5050 KINGSLEY DR CINCINNATI, OH 45263
Joseph M. Schaefer (page 3 of 3)

2HI2 (06/09)

EXHIBIT A

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN SECTION
27, TOWNSHIP 3, ENTIRE RANGE 1, SPRINGFIELD TOWNSHIP,
HAMILTON COUNTY, OHIO, TO WIT:

BEING ALL OF LOT NUMBER 332, BLOCK G, LEXINGTON HEIGHTS
SUBDIVISION AS THE SAME IS RECORDED IN PLAT BOOK 110,
PAGES 55 AND 56 OF THE HAMILTON COUNTY, OHIO RECORDERS
OFFICE.

SUBJECT TO HIGHWAYS, RESTRICTIONS AND EASEMENTS OF
RECORD.

AUDITOR BOOK 590; PLAT 322; PARCEL 60.

THIS BEING THE SAME PROPERTY CONVEYED TO JUANITA
ROBINSON, DATED 12/13/1977 AND RECORDED ON 12/19/1977 IN
INSTRUMENT NO. 289523, IN THE HAMILTON COUNTY
RECORDERS OFFICE.

PARCEL ID NO: 590-0322-0060-00

[REDACTED]
Address : 1341 MEREDITH DR, CINCINNATI,OH

EXHIBIT D

Legal Description

SITUATED IN SECTION 27, TOWNSHIP 3, ENTIRE RANGE 1, SPRINGFIELD TOWNSHIP, HAMILTON COUNTY, OHIO, AND BEING ALL OF LOT NUMBER 332, BLOCK G, LEXINGTON HEIGHTS SUBDIVISION AS THE SAME IS RECORDED IN PLAT BOOK 110, PAGES 55 AND 56 OF THE HAMILTON COUNTY, OHIO RECORDER'S OFFICE.

SUBJECT TO HIGHWAYS, RESTRICTIONS AND EASEMENTS OF RECORD.

AUDITOR BOOK 590; PLAT 322; PARCEL 60.

EXHIBIT E

(Space Above This Line for Recording Data)

MASTER MORTGAGE FORM RECORDED BY FIFTH THIRD BANK BY DAVID A. JACKSON

THIS MORTGAGE ("Mortgage") is given on
The mortgagor is

Rebecca Prem Groppe
Hamilton County Recorders Office
Doc #: 04-0134268 Type: ~~MNT~~ MNT
Filed: 06/08/04 09:58:49 AM \$52.00
Off.Rec.: 09640 02692 F 5 653

("Borrower"). This Mortgage is given to FIFTH THIRD BANK which is organized and existing under the laws of OHIO and whose address is P.O. BOX 630785 CINCINNATI, OH 45202-0785 ("Lender").
Borrower owes Lender the principal sum of

Dollars (U.S.) (herein, the "Indebtedness"). This indebtedness is evidenced by Borrower's note, credit agreement or other evidence of indebtedness, dated the same date as this Mortgage, with the full indebtedness, if not paid earlier, due and payable on (herein, the "Loan Documents").

TO SECURE to Lender (a) the repayment of the Indebtedness evidenced by the Loan Documents and any extensions or renewals thereof, with interest thereon, the payment of all other funds, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, or contained in the Loan Documents or any document executed in connection therewith, and (b) the repayment of any and all other loans, advances or indebtedness of Borrower owed to Lender and all affiliates of Lender, of any nature whatsoever (collectively the "Obligations") and (c) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to Item 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant, warrant and convey to Lender, with mortgage covenants, the following described property located in the County of , State of OHIO, to wit (herein, the "Real Estate"):

which has the address of
("Property Address");

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

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

9640 2692

PI 5

COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and the interest on the Indebtedness evidenced by the Loan Documents, any extensions or renewals thereof, prepayment and late charges as provided in the Loan Documents, and the principal and interest on any Future Advances, Obligations or other sums secured by this Mortgage.

2. Hazard 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 such other hazards as Lender may require or as may be required by applicable law (including flood insurance required by Item 27 hereof), and in such amounts and for such periods as Lender may require; provided, however, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage unless required by applicable law.

The insurance carrier providing the insurance shall be chosen by Borrower, subject to approval by Lender, provided that such approval shall not be unreasonably withheld. Unless otherwise specified, all premiums on insurance policies shall be paid by Borrower making payment, when due, directly to the insurance carrier and providing receipt of said payment to Lender if requested by Lender.

All insurance policies and renewals thereof shall be in form acceptable to lender and shall include a standard mortgagee clause in favor of and in form acceptable to Lender and shall provide that the policies shall not be amended or canceled without thirty (30) days prior written notice to Lender. 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. Lender is hereby given full power to collect any insurance proceeds or to settle and compromise any insurance claims or bring suit to recover thereunder.

Lender is authorized to apply the net proceeds of any insurance claim, after deducting all costs of collection, including attorney's fees, at Lender's option, either to restoration or repair of the Property or to the sum secured by this Mortgage, and if, in the sole discretion of Lender, Lender is not satisfied with the adequacy of the collateral for the remaining indebtedness, Lender may without further notice or demand, elect to declare the whole of the remaining Indebtedness due and payable and may invoke any of the remedies afforded it by law, and/or by this Mortgage, including those permitted in Item 17 hereof.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of any installment payments agreed to by Lender and Borrower, or change the amount of such installments. If, under Item 17 hereof, the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof, resulting from damage to the Property prior to the sale or acquisition, shall pass to Lender to the extent of the sum secured by this Mortgage, immediately prior to such sale or acquisition.

Unless Borrower provides Lender with evidence of the insurance coverage required by Borrower's agreement with Lender, Lender may purchase insurance at Borrower's expense to protect Lender's interests in the Collateral. This insurance may, but need not, protect Borrower's interests. The coverage that Lender purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the Collateral. Borrower may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained insurance as required by Borrower's agreement with Lender. If Lender purchases insurance for the Collateral, Borrower will be responsible for the costs of that insurance, including interest and any other charges Lender may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to Borrower's total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance Borrower may be able to obtain on Borrower's own.

3. Charges; Liens. Borrower shall pay all taxes, liens, assessments and other charges, fines and impositions attributable to the Property, and leasehold payments or ground rents, if any, by Borrower making payment, when due, directly to the Payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and Borrower shall promptly furnish Lender receipts evidencing such payment.

4. Application of Payments. Unless otherwise agreed, all payments are to be applied in the following order: costs, expenses, attorney's fees, interest, escrow, late fees or penalties and then principal. In the event this mortgage secures more than one note or other debt instrument, at Lender's option, payments may be applied on any of the outstanding notes, or concurrently on more than one of the outstanding notes.

5. Preservation and Maintenance of Property; Leasehold; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or planned unit development, Borrower shall perform all of Borrower's obligations under the declaration of covenants creating or governing the condominium or planned unit development, and the by-laws and regulations of the condominium or planned unit development.

6. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced with materially affects Lender's interest in the Property, including, but not limited to, eminent domain, foreclosure, code enforcements, deed restrictions and registrations, or arrangements or proceedings involving a bankrupt or decedent, Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this Item 6, with interest thereon, shall become additional indebtedness with Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the applicable rate as prescribed in the Loan Documents evidencing the Indebtedness or the highest rate under applicable law. Nothing contained in this Item 6 shall require Lender to incur any expense or take any action hereunder.

9640 2693

7. Environmental Laws. (a) Except as set forth in Exhibit 7(a) hereto, Borrower has obtained all permits, licenses and other authorizations which are required under any now existing or hereafter enacted or amended federal, state or local statute, ordinance, code or regulation affecting or regulating the environment ("Environmental Laws") and, to the best of Borrower's knowledge, Borrower is in compliance in all material respects with all terms and conditions of the required permits, licenses and authorizations, and is also in compliance in all material respects with all other limitations, restrictions, conditions, standards, prohibitions, requirements, obligations, schedules and timetables contained in the Environmental Laws;

(b) Except as set forth in Exhibit 7(b) hereto, Borrower is not aware of, and has not received notice of, any past, present or future events, conditions, circumstances, activities, practices, incidents, actions or plans which may interfere with or prevent compliance or continued compliance in any material respect with Environmental Laws, or may give rise to any material common law or legal liability, or otherwise form the basis of any material claim, action, demand, suit, proceeding, hearing, study or investigation, based on or related to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling, or the emission, discharge, release or threatened release into the environment, of any pollutant, contaminant, chemical, or industrial, toxic or hazardous substance or waste; and

(c) Except as set forth in Exhibit 7(c) hereto, there is no civil, criminal or administrative action, suit, demand, claim hearing, notice or demand letter, notice of violation, investigation, or proceeding pending or threatened against Borrower, relating in any way to Environmental Laws; and

(d) Lender will not be deemed to assume any liability or obligation or duty to clean-up or dispose of wastes on or relating to the Property. Borrower agrees to remain fully liable and will indemnify, defend and hold Lender harmless from any and all costs, losses and expenses (including, without limitation attorney's fees) relating to any Environmental Laws or Borrower's breach of any of the foregoing representations or warranties. The provisions of this Item 7 will survive the release or satisfaction of this Mortgage or the foreclosure hereof.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any inspection specifying reasonable cause therefor related to Lender's interest in the Property. Additionally, Lender shall have the right to inspect the books and records of the operation of the Property and make copies thereof during normal business hours and upon notice to Borrower. Borrower shall keep its books and records in accordance with generally accepted accounting principles covering the operation of the Property, should the same be income-producing. Lender may in its discretion require Borrower to deliver to Lender within 90 days after the close of each of the Borrower's fiscal years an audited statement of condition and profit and loss statement for the Property for the preceding fiscal year, prepared and certified by a certified public accountant acceptable to Lender.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. No awards or settlements shall be accepted without Lender's prior written consent.

Lender is authorized to settle any claim, collect any award, and apply the net proceeds, after deducting all costs of collection including attorney's fees, at Lender's option, either to restoration or repair of the Property, or to the sums secured by this Mortgage, and if, in the sole discretion of Lender, Lender is not satisfied with the adequacy of collateral for any remaining indebtedness, Lender may without further demand or notice elect to declare the whole of the remaining indebtedness immediately due and payable and may invoke any of the remedies afforded it by law, and/or by this Mortgage, including those permitted by Item 17 hereof.

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

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower approved by Lender shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor or refuse time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower or Borrower's successors in interest.

11. Forbearance By Lender Not A Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of, or preclude the exercise of, any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the Indebtedness, Future Advances and Obligations secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage, the note evidencing the Indebtedness or any of the Loan Documents, or as afforded by law or equity and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements contained herein shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Borrower and Lender, subject to the provisions of Items 16 and 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the Items of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

9640 2694

14. Notice. Except for any notice required under applicable law to be given in another manner, any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified or registered mail, return receipt requested, to Borrower at the address set forth above or as carried on the records of the Lender. Any notice to Lender shall be given by certified or registered mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein.

15. Governing Law; Severability. This transaction shall be governed by the laws of the State where the Property is located. In the event that any provision or clause of this Mortgage or the Loan Documents conflicts with applicable law, such conflict shall not affect other provisions of either this Mortgage or the Loan Documents which can be given effect without the conflicting provision, and in this regard, the provisions of this Mortgage and the Loan Documents are declared severable.

16. Transfer of the Property and Interest Therein. If all or any part of the Property or an interest therein is sold, transferred, encumbered or otherwise conveyed by Borrower, without Lender's prior written consent, or if any contract to do any of the same is entered into by Borrower without Lender's prior written consent, excluding a transfer by devise, descent or, by operation of law upon the death of a joint tenant, it shall be deemed to increase the Lender's risk and Lender may, at Lender's option, either declare all the sums secured by this Mortgage to be immediately due and payable, or may consent to said conveyance in writing and may increase the interest rate of Indebtedness and/or impose whatever conditions it may deem necessary to compensate it for the increased risk. Lender shall have waived such option to accelerate if, prior to the conveyance, Lender and the person to whom the Property is to be conveyed reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sum secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in Item 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender may, in its discretion, release Borrower from all obligations under this Mortgage and the Loan Documents, and any such decision to release or not to release Borrower shall be evidenced by said written assumption agreement.

If Borrower herein is other than an individual or individuals acting on their own behalf, any change in the legal or beneficial ownership of such Borrower or entity which changes the identity of any person or persons having, directly or indirectly, more than 10% of either the legal or beneficial ownership of either such Borrower, such entity, or of the Property, shall be deemed to be a transfer within the meaning of this Item. Such transfer shall not be made, created, or suffered to be made or created, without Lender's prior written consent.

17. Acceleration; Remedies. Upon the occurrence of an Event of Default (as defined in the Loan Documents) or a default in the payment of the Indebtedness, the Obligations or Future Advances hereby secured or any part thereof in accordance with the terms of this Mortgage, of the aforesaid Loan Documents or of any other document executed in conjunction with this Mortgage or the Loan Documents, or in the performance of any covenant or agreement of Borrower in this Mortgage or in the payment or performance of any document or instrument securing any Indebtedness or Obligation, or upon the filing of any lien or charge against the Property or any part thereof which is not removed to the satisfaction of Lender within a period of 30 days thereafter, the institution of any proceeding to enforce the lien or charge upon the Property or any part thereof, the filing of any proceeding by or against Borrower in bankruptcy, insolvency or similar proceedings, assignment by Borrower of its property for the benefit of its creditors, the placing of Borrower's property in receivership, trusteeship or conservatorship with or without action or suit in any Court, or the abandonment by Borrower of all or any part of the Property (herein "Events of Default"), then the Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without notice to the Borrower.

The sums secured hereby shall bear interest at the highest rate permitted to be charged on delinquent installments of principal and interest under the Loan Documents or the highest rate allowed by law, and this Mortgage shall become absolute and subject to foreclosure. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, costs of documentary evidence, abstracts, title reports and reasonable attorney's fees.

18. Borrower's Right to Redeem. Borrower shall have such rights of redemption as are provided by the law of the State where the Property is located.

19. Dower. Borrower covenants that all dower interest, if any, in and to the Property is hereby remised, released and forever quitclaimed unto Lender by Borrower.

20. Assignments of Rents. Upon the occurrence of an Event of Default, the Lender shall have the right without notice and without regard to the adequacy of any security for the sums hereby secured and with or without the appointment of a receiver, to enter upon and take possession of the Property, and Lender may operate, manage, rent and lease the Property and collect any rents, issues, income and profits therefrom, the same being hereby absolutely assigned and transferred to and for the benefit and protection of Lender, contingent only upon the occurrence of an Event of Default. All rents collected by Lender may be applied to the cost of operation, maintenance and repair, and reasonable collection, management and attorney's fees, and then in reduction of any sums hereby secured in such other proportions as Lender may determine.

21. Future Advances. Upon request by Borrower, Lender, at Lender's option, may make Future Advances to Borrower. Such future and additional loan advances, with interest thereon, shall be secured by this Mortgage, when evidenced by promissory notes stating that such notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Indebtedness plus \$0.

22. Rental of Property Restricted. Borrower shall not make, or suffer to be made, any lease of the Property or any part thereof, or any modification, extension or cancellation of any existing or future lease, without Lender's prior written consent. If, with Lender's written consent, there is a lease on the Property, Borrower is to perform all of Borrower's obligations under such lease or leases. Borrower is not to accept any prepayment of rent for more than one month in advance without Lender's prior written consent. Upon Lender's request from time to time, Borrower is to furnish Lender a statement, in affidavit form, in such reasonable detail as Lender may require, of all of the leases on the Property and, on demand, to furnish Lender executed counterparts of any and all such leases.

If Borrower shall enter into any lease agreement, written or oral, concerning the Property or any part thereof without having obtained Lender's prior written consent, Lender shall not be bound by, or obligated to perform under, any such lease in the event it exercises its remedies set forth in Item 20 or any other provision hereof.

23. Release. Upon payment of all Indebtedness, Obligations and Future Advances secured by this Mortgage, Lender shall discharge this Mortgage with any costs paid by Borrower.

24. Mortgage as Security For Other Liabilities. This Mortgage shall serve as security for every other liability or liabilities of the Borrower to the Lender and any of its affiliates however created, direct or contingent, due or to become due, whether now or hereafter existing and whether the same may have been or shall be participated in, in whole or in part by others, by trust agreement or otherwise, or on any manner acquired by or accruing to the holder hereof, whether by agreement with, or by assignment or endorsement to the Lender by anyone whomsoever.

It is the express intent of the parties hereto that this Mortgage and the note or notes given contemporaneously herewith, and any extensions or renewals thereof, shall also evidence and secure any additional loan advances made after the delivery of this Mortgage to the recorder for record.

Notwithstanding the above, no debt or other liability, as described above shall be secured by the within Mortgage, if it shall hereafter be created in a "consumer credit transaction" as defined in Title 1, Consumer Credit Protection Act, 15 U.S.C.A., Sections 1601 et. seq., as amended, or any successor federal statute, or any applicable state statute containing substantially similar provisions.

25. Ohio Covenant. If the Property is located in Ohio, Borrower and Lender covenant that Lender is authorized to do all things provided to be done by a mortgagee under section 1311.14 of the Ohio Revised Code.

26. Uniform Commercial Code Security Agreement. Borrower hereby grants Lender a security interest in all items included in the Property which can be subject to a security interest under the Uniform Commercial Code. Borrower will execute and deliver to Lender all financing statements and other documents requested by Lender to perfect its security in such property, and Borrower will pay the expense of filing such documents and of conducting a search of records in which documents are recorded. The covenants and agreements of Borrower throughout this Mortgage will apply to all items which are subject to the security interest granted herein. Upon the occurrence of any Event of Default under this Mortgage, Lender will have the remedies of a secured party under the Uniform Commercial Code and, at Lender's sole option, may also invoke the remedies provided in this Mortgage. In exercising any of such remedies, Lender may proceed against the items of real property specified above as part of the Property separately or together and in any order whatsoever, without in any way affecting the availability of Lender's remedies under the Uniform Commercial Code or of the remedies in this Mortgage. This Mortgage may be filed with appropriate authorities as a Uniform Commercial Code Financing Statement.

27. Flood Insurance. If any part of any of the Property lies within a "special flood hazard area" as defined and specified by the United States Department of Housing and Urban Development pursuant to the Flood Disaster Protection Act of 1973 as now in effect; Borrower shall (i) promptly purchase and pay the premiums for flood insurance policies as Lender deems required so that Lender shall be deemed in compliance with the rules and regulations and provisions of the Flood Disaster Protection Act of 1973 as then in effect; and (ii) deliver such policies to Lender together with evidence satisfactory to Lender that the premiums therefor have been paid. Such policies of flood insurance shall be in a form satisfactory to Lender, shall name Lender as an insured thereunder, shall provide that losses thereunder be payable to Lender pursuant to such forms of loss payable clause as Lender may approve, shall be for an amount at least equal to the Indebtedness or the maximum limit of coverage made available with respect to any of the Property under the National Flood Insurance Act of 1968, as amended, whichever is less, and shall be noncancelable as to Lender except upon thirty (30) days prior written notice given by the insurer to Lender. Within thirty (30) days prior to the expiration date of each such flood insurance policy, Borrower shall deliver to Lender a renewal policy or endorsement together with evidence satisfactory to Lender that the premium therefor has been paid. Borrower hereby indemnifies, saves, and holds Lender harmless from any losses incurred by Lender arising out of Borrower's failure to obtain and maintain such insurance.

28. Jury Waiver. BORROWER WAIVES THE RIGHT TO TRIAL BY JURY OF ANY MATTERS ARISING OUT OF THIS MORTGAGE OR THE TRANSACTION CONTEMPLATED HEREBY.



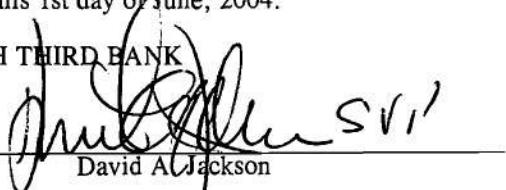
AIMEE M. GALANTE
Notary Public, State of Ohio
My Commission Expires
August 2, 2004

This Instrument was prepared by: Therese M. Paul, Esq.
Fifth Third Bank
P.O. Box 630785
Cincinnati, OH 45202-0785

Executed this 1st day of June, 2004.

By: FIFTH THIRD BANK

BY:


David A. Jackson

Lender Address:
38 Fountain Square Plaza
Cincinnati, OH 45263

9640 2696

EXHIBIT F

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

Receipt

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

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

**STATE OF OHIO
CERTIFICATE**

Ohio Secretary of State, Frank LaRose

877750

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

FIFTH THIRD BANK, NATIONAL ASSOCIATION

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

Document(s)

Document No(s):

Conversion Within SOS Records

201934303246

Effective Date: 12/06/2019

CHANGE BUSINESS TYPE TO FOREIGN FOR PROFIT



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

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

Ohio Secretary of State

Form 700 Prescribed by:



Toll Free [REDACTED]
 Central Ohio [REDACTED]
OhioSoS.gov
business@OhioSoS.gov
 File online or for more information: OhioBusinessCentral.gov

For screen readers, follow instructions located at this path.

Mail this form to one of the following:

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

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

Filing Fee: \$99
Form Must Be Typed

(CHECK ONLY ONE (1) BOX)

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

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

Name of the converting entity

Fifth Third Bank

Jurisdiction of Formation

Ohio

Charter/Registration Number

877750

RECEIVED
2019 DEC -6 PM 1:35
CLERK'S OFFICE, STATE OF OHIO
CLIENT SERVICE UNIT

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

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

- Partnership
- Domestic Limited Partnership
- Foreign Limited Partnership
- Domestic Limited Liability Partnership
- Foreign Limited Liability Partnership

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

Name of the converted entity

Fifth Third Bank, National Association

Jurisdiction of Formation

United States

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

- | | |
|--|---|
| <input type="checkbox"/> Domestic For-Profit Corporation | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Domestic Professional Association | <input type="checkbox"/> Domestic Limited Partnership |
| <input type="checkbox"/> Foreign Nonprofit Corporation | <input type="checkbox"/> Foreign Limited Partnership |
| <input checked="" type="checkbox"/> Foreign For-Profit Corporation | <input type="checkbox"/> Domestic Limited Liability Partnership |
| <input type="checkbox"/> Domestic Nonprofit Limited Liability Company | <input type="checkbox"/> Foreign Limited Liability Partnership |
| <input type="checkbox"/> Foreign Nonprofit Limited Liability Company | |
| <input type="checkbox"/> Domestic For-Profit Limited Liability Company | |
| <input type="checkbox"/> Foreign For-Profit Limited Liability Company | |

Effective Date (MM/DD/YYYY)

11/14/2019

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

(Optional)

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

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

Name

38 Fountain Square Plaza, MD 10909F

Mailing Address

Cincinnati

Ohio

45263

City

State

Zip Code

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

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

Corporation Service Company

Name of Statutory Agent

50 West Broad Street, Suite 1330

Mailing Address

Columbus

OH

43215

City

State

ZIP Code

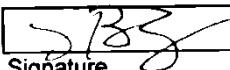
See instructions for additional filing requirements if

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

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

Required

Must be signed by an authorized representative.



Signature

By (if applicable)

Susan B. Zaunbrecher

Print Name

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

Form 530A Prescribed by:



Toll Free [REDACTED]
 Central Ohio [REDACTED]
OhioSoS.gov
business@OhioSoS.gov
 File online or for more information: OhioBusinessCentral.gov

Mail this form to one of the following:

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

For screen readers, follow instructions located at this path.

Foreign For-Profit Corporation Application for License

Filing Fee: \$99

(151-FLF)

Form Must Be Typed

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

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

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

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

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

Date of Incorporation in Jurisdiction of Formation **11/14/2019**
 Date of Incorporation

The location of the principal office is:

38 Fountain Square Plaza

Mailing Address

Cincinnati

OH

United States

45263

City

State

Country

ZIP Code

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

[REDACTED]

Mailing Address

[REDACTED]

[REDACTED]

[REDACTED]

City

State

ZIP Code

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

[REDACTED]

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

Appointment of Agent

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

Corporate Service Company

Agent Name

50 West Broad Street, Suite 1330

Mailing Address

Cincinnati

Ohio

State

43215

ZIP Code

City

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

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

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

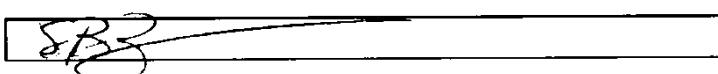
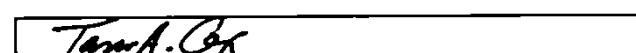
- No, the corporation is not filing for this purpose and an additional fee is not included.
- Yes, the application is being filed for this purpose and the additional \$250 fee is included with the filing fee.

If yes then:

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

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

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

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



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



Office of the Comptroller of the Currency

Washington, DC 20219

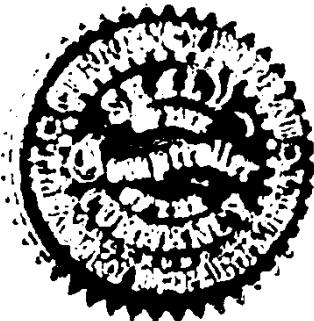
CERTIFICATE OF CORPORATE EXISTENCE

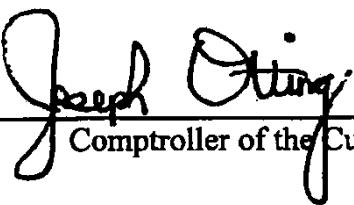
I, Joseph Otting, Comptroller of the Currency, do hereby certify that:

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

IN TESTIMONY WHEREOF, today,

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





Comptroller of the Currency