



**PAVAN PARIKH
HAMILTON COUNTY CLERK OF COURTS**

COMMON PLEAS DIVISION

**ELECTRONICALLY FILED
August 16, 2023 05:34 PM**

**PAVAN PARIKH
Clerk of Courts
Hamilton County, Ohio
CONFIRMATION 1358516**

US BANK NATIONAL ASSOCIATION **A 2303476**
vs.
WILLRUDALE UNDERWOOD

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

PAGES FILED: 46

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

**U.S. BANK NATIONAL ASSOCIATION
2800 Tamarack Road
Owensboro, Kentucky 42301**

**CASE NO.
JUDGE**

Plaintiff

v.

**WILLRUDALE UNDERWOOD
1586 Crest Hill Avenue, Apt. 2
Cincinnati, Ohio 45237**

**COMPLAINT IN FORECLOSURE
Parcel No. 117-0015-0255-00**

**UNKNOWN SPOUSE OF
WILLRUDALE UNDERWOOD
1586 Crest Hill Avenue, Apt. 2
Cincinnati, Ohio 45237**

**UNITED STATES OF AMERICA,
SECRETARY OF HOUSING AND
URBAN DEVELOPMENT
c/o U.S. Attorney
Carl B. Stokes Courthouse
801 W. Superior Avenue
Cleveland, OH 44113**

Also Serve:

**U.S. Department of Justice
Constitution & 10th Street, NW
Room 5111
Washington, DC 20530**

Defendants.

COUNT ONE – BREACH OF PROMISSORY NOTE

1. The Plaintiff is in possession of and entitled to enforce a certain promissory note (“Note”) executed by Willrudale Underwood: Kathy R. Underwood, now deceased, and Lucille Trice, now deceased. A copy of said promissory note is attached hereto, marked “EXHIBIT A”, and, by reference, made a part hereof.

2. The loan has since been modified. A copy of the original loan modification as it exists in Plaintiff’s records is attached hereto, marked “EXHIBIT B”, and, by reference, made a part hereof.

3. The Plaintiff further states that the terms and conditions of said Note have been breached, that Plaintiff hereby accelerates the indebtedness due thereunder, and Plaintiff is entitled to judgment in the amount of \$74,916.78 with interest thereon at the rate of 3.87500% per annum from October 01, 2022, plus advances including but not limited to real estate taxes, insurance premiums, and other charges as allowed by law.

COUNT TWO – FORECLOSURE OF MORTGAGE

4. The Plaintiff hereby refers to, incorporates and adopts each and all of the allegations contained in Count One as fully and completely as if the same were rewritten herein.

5. The Plaintiff further states that it is the holder of a mortgage deed (“Mortgage”), conveying said real property commonly known as 1586 Crest Hill Avenue, Cincinnati, OH 45237, and described in the Plaintiff’s Mortgage and Preliminary Judicial Report as security for the payment of the above referenced Note. A copy of the original Mortgage as it exists in Plaintiff’s records is attached hereto, marked “EXHIBIT C”, and, by reference, made a part hereof.

6. The Plaintiff further states that said Mortgage was in the original amount of \$138,564.00 was given by Willrudale Underwood and Kathy R. Underwood, and recorded on

September 9, 1999, in Book 8064, Page 1544, Instrument Number 99-181900, in the Hamilton County Recorder's Office and was assigned to Plaintiff herein. A copy of the original assignment of mortgage as in existence in Plaintiff's records is/are attached hereto and marked "EXHIBIT D". A copy of the original certificate of merger as it exists in Plaintiff's records is attached hereto, marked "EXHIBIT E", and, by reference, made a part hereof.

7. The Plaintiff further states that said Mortgage is a first and best lien upon said real property described in the Plaintiff's Preliminary Judicial Report, attached hereto as "EXHIBIT F".

8. The Plaintiff further states that by virtue of a breach in the terms and conditions of said Note and Mortgage, the conditions of defeasance in said Mortgage have become broken, said Mortgage has become absolute, and Plaintiff is entitled to have the equity of redemption therein foreclosed and to have the real estate described therein advertised and sold with the proceeds arising therefrom applied to the debt due to the Plaintiff.

9. Plaintiff further states that under the terms of said Mortgage additional sums may have been advanced during the pendency of this action for unpaid taxes and assessments, and for insurance premiums or other necessary expenditures for the protection of the real property, which expenditures are an obligation under the terms and conditions of the Note and Mortgage, and that any expenditures made by the Plaintiff for these purposes are part of the indebtedness prayed for herein.

10. United States of America, Secretary of Housing and Urban Development is named as a defendant and may claim some interest herein by virtue of a Junior Mortgage against the real property given by Willrudale Underwood and Lucille Trice, recorded on October 28, 2013, in Book 12451, Page 00471, as Instrument Number 13-0147090, Hamilton County Recorder's Office, and is attached hereto as "EXHIBIT G".

11. Unknown Spouse of Willrudale Underwood is hereby named as a defendant in this action by virtue of her potential dower interest as the spouse of the current titleholder.

12. The Plaintiff has satisfied all conditions precedent to foreclosure.

PRAYER FOR RELIEF

13. WHEREFORE, Plaintiff prays for Judgment against Willrudale Underwood in said principal sum of \$74,916.78 with interest thereon at the rate of 3.87500% per annum from October 01, 2022 until paid, plus advances including but not limited to real estate taxes, insurance premiums, and other charges as allowed by law that may be advanced by Plaintiff, that said Mortgage may be decreed a first and best lien upon said real property and to encumber the entire fee simple interest held by the Defendant(s); that its Mortgage deed upon the described real property be foreclosed and said real property sold according to the statutes and procedures in effect, free of all claims, liens and interests of all the Defendants; that all named Defendants set forth their claim or interest in said real property or be forever barred from asserting same; and that the proceeds arising therefrom be applied to the payment of Plaintiff's judgment, and if the Plaintiff is the successful purchaser at sale, it be granted a writ of possession, and for such other and further relief as is just and equitable.

Respectfully Submitted,
Padgett Law Group

B

Ellen L. Fornash (SC#0085284)
Jacqueline M. Wirtz (SC#0090268)
Bethany L. Suttinger (SC#0085068)
Attorneys for Plaintiff
8087 Washington Village Drive, Ste. 220
Dayton, Ohio 45458
Phone:(850)422-2520; Fax:(850)422-2567
OHAttorney@padgettlawgroup.com

U.S. BANK NATIONAL ASSOCIATION vs. WILLRUDALE UNDERWOOD
PLG File No. 23-007968

Multistate

NOTE

August 31, 1999
[Date]

1586 Cresthill Avenue, Cincinnati, OH 45237

[Property Address]

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means

GMAC Mortgage Corporation

and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of One Hundred Thirty Eight Thousand Five Hundred Sixty Four and 00/100 Dollars (U.S. \$ 138,564.00), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of Five and 99/100 percent (5.990 %) per year until the full amount of principal has been paid.

3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

4. MANNER OF PAYMENT**(A) Time**

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on October 1 , 1999 . Any principal and interest remaining on the first day of September , 2029 , will be due on that date, which is called the maturity date.

(B) Place

Payment shall be made at P.O. Box 780, Waterloo, IA 50704-0780, ATTN: Payment Processing or at such place as Lender may designate in writing by notice to Borrower.

(C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. \$ 829.88 This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

(D) Allonge to this Note for payment adjustments

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. [Check applicable box]

Graduated Payment Allonge Growing Equity Allonge Other [specify]

5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

6. BORROWER'S FAILURE TO PAY**(A) Late Charge for Overdue Payments**

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of Four and 00/100 percent (4.000 %) of the overdue amount of each payment.

(B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

FHA Multistate Fixed Rate Note - 10/95



(C) **Payment of Costs and Expenses**

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

7. WAIVERS

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

8. GIVING OF NOTICES

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

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

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

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

Willrudale Underwood _____ (Seal)
Willrudale Underwood -Borrower

Kathy R. Underwood _____ (Seal)
Kathy R. Underwood -Borrower

Ducille Trice _____ (Seal)
Ducille Trice -Borrower

_____ (Seal)
-Borrower

[Sign Original Only]

14th Day of October 1999
Pay To The Order Of The Leader Mortgage Company
Without Recourse GMAC Mortgage Corporation

A.M. Murphy, Assistant Secretary

Cleveland, Ohio 19
Pay to the order of THE LEADER MORTGAGE COMPANY
without recourse
By Elaine M. Wejtwicz Vice President

PAY TO THE ORDER OF

WITHOUT RECOURSE
U.S. BANK NATIONAL ASSOCIATION SUCCESSOR
BY MERGER TO THE LEADER MORTGAGE COMPANY

Debra R. Wiese
DEBRA R. WIESE
VICE PRESIDENT

Wayne Coates
Hamilton County Recorder's Office
Doc #: 14-0012459 Type: MT
Filed: 02/06/14 01:43:35 PM \$68.00
Off. Rec.: 12528 01350 F 7 411

This Document Prepared By:
LUCAS CALLOWAY
U.S. BANK NATIONAL ASSOCIATION S/B/M THE
LEADER MORTGAGE COMPANY
4801 FREDERICA ST
OWENSBORO, KY 42301

[REDACTED]
Loss Mitigation Title Services 12070 1
P.O Box 27670
Santa Ana, CA 92799
RE: UNDERWOOD - PROPERTY REPO

Tax/Parcel No. 1170015025500

[Space Above This Line for Recording Data]

Original Principal Amount: \$138,564.00

Unpaid Principal Amount: \$95,177.58

New Principal Amount \$95,177.58

New Money (Cap): \$0.00

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 10TH day of OCTOBER, 2013, between WILLRUDALE UNDERWOOD, LUCILLE TRICE ("Borrower") whose address is 1586 CREST HILL AVE, CINCINNATI, OHIO 45237 and U.S. BANK NATIONAL ASSOCIATION S/B/M THE LEADER MORTGAGE COMPANY ("Lender"), whose address is 4801 FREDERICA ST, OWENSBORO, KY 42301, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated AUGUST 31, 1999 and recorded on SEPTEMBER 9, 1999 in BOOK 8064 PAGE 1554, of the OFFICIAL Records of HAMILTON COUNTY, OHIO, and (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at

1586 CREST HILL AVE, CINCINNATI, OHIO 45237
(Property Address)

the real property described being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:**SEE ATTACHED EXHIBIT "B" FOR MORTGAGE SCHEDULE**

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

1. As of, **SEPTEMBER 1, 2013**, the amount payable under the Note and the Security Instrument(the “Unpaid Principal Balance”) is U.S. **\$95,177.58**, consisting of the unpaid amount(s)loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender Interest will be charged on the Unpaid Principal Balance at the yearly rate of **3.8750%**, from **SEPTEMBER 1, 2013**. Borrower promises to make monthly payments of principal and interest of U.S. **\$ 447.56**, beginning on the **1ST day of OCTOBER, 2013**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **3.8750%** will remain in effect until principal and interest are paid in full. If on **SEPTEMBER 1, 2043** (the “Maturity Date”), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
3. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender’s prior written consent, Lender may require immediate payment in full of all sums secured by the 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 the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower’s covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:
 - (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
 - (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

5. If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.
6. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.
7. Borrower agrees to make and execute other documents or papers as may be necessary to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

In Witness Whereof, the Lender has executed this Agreement.

U.S. BANK NATIONAL ASSOCIATION S/B/M THE LEADER MORTGAGE COMPANY

By Jennifer Mattingly
Mortgage Document Officer

(print name)
(title)

12/20/13

Date

[Space Below This Line for Acknowledgments]

LENDER ACKNOWLEDGMENT

STATE OF KENTUCKY

COUNTY OF DAVIESS

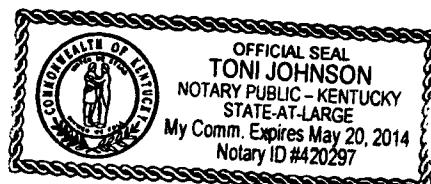
The foregoing instrument was acknowledged before me this 12/20/13 by
JENNIFER MATTINGLY, the **MORTGAGE DOCUMENT OFFICER** of **U.S. BANK NATIONAL**
ASSOCIATION S/B/M THE LEADER MORTGAGE COMPANY,
a national banking assoc., on behalf of said national association.

Toni Johnson
Notary Public

Printed Name: Toni Johnson
My commission expires: May 20, 2014

THIS DOCUMENT WAS PREPARED BY:

**LUCAS CALLOWAY
U.S. BANK N.A.
4801 FREDERICA ST
OWENSBORO, KY 42301**



In Witness Whereof, I have executed this Agreement.

Willardale Underwood (Seal)

Borrower

WILLRUDALE UNDERWOOD

10/16/13

Date

_____ (Seal)

Borrower

_____ Date

_____ (Seal)

Borrower

_____ Date

_____ (Seal)

Borrower _____

_____ Date [Space Below This Line for Acknowledgments] _____

BORROWER ACKNOWLEDGMENT

State of **OHIO**

County of Hamilton

The foregoing instrument was acknowledged before me this October 16, 2013 (date) by
WILLRUDALE UNDERWOOD, LUCILLE TRICE (name of person acknowledged)



Kevin J. Menne
 Notary Public, State of Ohio
 My Commission Expires 02-04-2015

 (Signature of person taking acknowledgment)

 Notary

 (Title or rank)

 (Seal Number, if any)

Prepared by
 LUCAS CALLOWAY
 U S BANK N A
 4801 FREDERICA ST
 OWENSBORO, KY 42301
 [REDACTED]

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

EXHIBIT A**BORROWER(S): WILLRUDALE UNDERWOOD, LUCILLE TRICE****LEGAL DESCRIPTION:**

SITUATE IN SECTION 1, TOWN 3, FRACTIONAL RANGE 1, SPRINGFIELD TOWNSHIP, HAMILTON COUNTY, OHIO, BEING PART OF LOTS #2 AND #3 IN DAWN HILLS SUBDIVISION, BLOCK "A" AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF SAID LOT #3, 31.00 FEET WEST OF THE NORTHEAST CORNER OF LOT #3, THENCE SOUTH 89 DEG. 55 1/2' EAST 45.00 FEET, THENCE SOUTH 0 DEG. 4 1/2' WEST 142.35 FEET TO THE NORTH LINE OF CREST HILL AVENUE, THENCE SOUTH 86 DEG. 48' WEST 45.07 FEET, THENCE NORTH 0 DEG. 4 1/2' EAST 144.92 FEET TO THE POINT OF BEGINNING. TOGETHER WITH AN EASEMENT OVER A 15 FOOT RIGHT OF WAY FOR DRIVEWAY PURPOSE TO BE USED JOINTLY BY THE ABUTTING PROPERTY OWNERS OF SAID EASEMENT, CENTER LINE OF SAID RIGHT OF WAY BEING DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE EAST LINE OF DAWN ROAD 51 FEET, SOUTH OF THE NORTHWEST CORNER OF LOT #5 IN DAWN HILLS SUBDIVISION, BLOCK B, THENCE NORTH 88 DEG. 33 1/2' EAST 137.4 FEET, THENCE 69 FEET, MORE OR LESS, TO A POINT IN WEST LINE OF GREENLAND PLACE AND 22.5 FEET SOUTH OF THE NORTHEAST CORNER OF LOT #2 IN SAID DAWN HILLS SUBDIVISION. TOGETHER WITH AN EASEMENT FOR A 12 INCH PIPE SEWER; SAID EASEMENT BEING 6 FEET IN WIDTH WITH CENTER LINE RUNNING FROM A MANHOLE IN DAWN ROAD, (47 FEET MORE OR LESS WEST OF NORTH LINE OF LOT #5 EXTENDED) TO A MANHOLE NORTH 88 DEG. 33 1/2' EAST 206 FEET, MORE OR LESS, SUBJECT TO EASEMENTS AND CONDITIONS AND RESTRICTIONS OF RECORD AND SUBJECT TO ALL LEGAL HIGHWAYS.

ALSO KNOWN AS: 1586 CREST HILL AVE, CINCINNATI, OHIO 45237

[REDACTED]
OH
**FIRST AMERICAN ELS
MODIFICATION AGREEMENT**
[REDACTED]

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

**EXHIBIT B
MORTGAGE SCHEDULE**

Mortgage made by **WILLRUDALE UNDERWOOD, LUCILLE TRICE** to **GMAC MORTGAGE CORPORATION** for \$138,564.00 and interest, dated **AUGUST 31, 1999** and recorded on **SEPTEMBER 9, 1999** in **BOOK 8064 PAGE 1554**. Mortgage tax paid:

This mortgage was assigned from **GMAC MORTGAGE CORPORATION** (assignor), to **U.S. BANK NATIONAL ASSOCIATION S/B/M THE LEADER MORTGAGE COMPANY** (assignee), by assignment of mortgage dated and recorded on in .

RETURN TO: GMAC Mortgage Corp.
100 Witmer Road
Horsham, PA 19044-0963
ATTN: Capital Markets

REBECCA PREM GROPPE
HAMILTON COUNTY RECORDER
Doc #:99 - 181900 Type: MT
Filed:09/09/1999 11:08:43 AM \$ 46.00
Off.Rec.: 8064 1544 F N21 10 389

[Space Above This Line For Recording Data]
State of Ohio

OPEN-END MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on August 31, 1999 . The Mortgagor is Willrudale Underwood and Kathy R. Underwood, husband and wife

whose address is 1586 Cresthill Avenue
Cincinnati, OH 45237

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

GMAC Mortgage Corporation

which is organized and existing under the laws of Pennsylvania , and whose address is 100 Witmer Road, P.O. Box 963, Horsham, PA 19044 ("Lender"). Borrower owes Lender the principal sum of One Hundred Thirty Eight Thousand Five Hundred Sixty Four and 00/100 Dollars (U.S. \$ 138,564.00). 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 September 1, 2029 . 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 Hamilton County, Ohio: see exhibit "A" attached hereto and made a part of:

which has the address of 1586 Cresthill Avenue, Cincinnati [Street, City],
Ohio 45237 ("Property Address");
[Zip Code]

8064 1544

Initials: WY KEN 488

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, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payment of Taxes, Insurance, and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under Paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. § 2601 *et seq.* and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under Paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

8064 1545

[Signature] WIL KRU

1586 Crest Hill Avenue, Cincinnati, OH 45237

EXHIBIT "A"

Situate in Section 1, Town 3, Fractional Range 1, Springfield Township, Hamilton County, Ohio, being part of Lots #2 and #3 in Dawn Hills Subdivision, Block "A", and more particularly described as follows: Beginning at a point in the North line of said Lot #3, 31.00 feet West of the Northeast corner of Lot #3, thence South 89 deg. 55 1/2' East 45.00 feet, thence South 0 deg. 4 1/2' West 142.35 feet to the north line of Crest Hill Avenue, thence South 86 deg. 48' West 45.07 feet, thence North 0 deg. 4 1/2' East 144.92 feet to the point of beginning. Together with an easement over a 15 foot right of way for driveway purpose to be used jointly by the abutting property owners of said easement, center line of said right of way being described as follows: Beginning at a point in the East line of Dawn Road 51 feet, South of the Northwest corner of Lot #5 in Dawn Hills Subdivision, Block B, thence North 88 deg. 33 1/2' East 137.4 feet, thence 69 feet, more or less, to a point in West line of Greenland Place and 22.5 feet South of the Northeast corner of Lot #2 in said Dawn Hills Subdivision. Together with an easement for a 12 inch pipe sewer; said easement being 6 feet in width with center line running from a manhole in Dawn Road, (47 feet more or less West of North line of Lot #5 extended) to a manhole North 88 deg. 33 1/2' East 206 feet, more or less. Subject to easements and conditions and restrictions of record and subject to all legal highways.
Permanent Parcel #117-0015-0255-00

8064 1546

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in Paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in Paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

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

5. 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 (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless the Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in Paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in Paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

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

Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement at the Note rate, and at the option of Lender shall be immediately due and payable.

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.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (including section 341(d) of the Garn-St Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property, but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) Mortgage Not Insured. Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within sixty (60) days from the date hereof, Lender may, at its option require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to sixty (60) days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorney's fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of 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 successor 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 9(b). 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. 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 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.

14. 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.

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

16. 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 Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this Paragraph 16, "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 the Paragraph 16, "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:

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

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

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 17.

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

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, costs of title evidence.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. 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.

20. 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.

8064 1550

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

[Check applicable box(es)]

Condominium Rider

Adjustable Rate Rider

Growing Equity Rider

Planned Unit Development Rider

Graduated Payment Rider

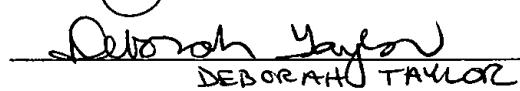
Other(s) [specify]

FHA Rider
OHFA Rider

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

Witnesses:


TERESA ZERNER


DEBORAH TAYLOR

(Seal)
-Borrower


Willrudale Underwood (Seal)
-Borrower


Kathy R. Underwood (Seal)
-Borrower

STATE OF OHIO,

Hamilton County ss:

On this, the 31st day of August, 1999, before me, the subscriber, the undersigned officer, personally appeared Willrudale Underwood and Kathy R. Underwood, husband and wife

known to me (or satisfactorily proven) to be the person(s) whose name(s) ARE subscribed to the within instrument and acknowledged that THEY executed the same for the purposes herein contained.



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

8064 1551

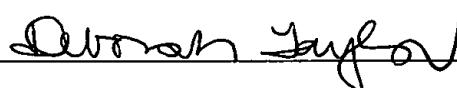
My Commission Expires
12/31/2024

DEBORAH TAYLOR

Notary Public, State of Ohio

This instrument was prepared by Bakresha Wise
GMAC Mortgage Corporation
721 Emerson Road
Saint Louis, MO 63141

for:


Deborah Taylor

FHA RIDER TO SECURITY INSTRUMENT

THIS TAX-EXEMPT FINANCING RIDER is made this 31st day of August, 1999, and is incorporated into and shall be deemed to amend and supplement the Mortgage of Security Deed ("Security Instrument") of the same date given by the undersigned ("Mortgagor") to secure Mortgagor's Note ("Note") to GMAC MORTGAGE CORP ("Lender") of the same date and covering the property described in the Security Instrument and located at:

1586 Cresthill Ave. Cincinnati, OH 45237 (Property Address)

In addition to the covenants and agreements made in the Security Instrument, Mortgagor and Lender further covenant and agree to amend Paragraph 9 of the Model Mortgage Form, entitled grounds for acceleration as follows:

Lender, or such of its successors or assigns as may be separate instrument assume responsibility for assuring compliance by the Mortgagor with the provisions of this Tax-Exempt Financing Rider, may require immediate payment in full of all sums secured by this Security Instrument if the loan is not paid in full and:

(a) all or part of the property is sold or otherwise transferred by Mortgagor to a purchaser or other transferee:

(i) who cannot reasonably be expected to occupy the property as a principal residence within a reasonable time after the sale or transfer, all as provided in Sections 143 (c) and (1) (2) of the Internal Revenue Code; or

(ii) who has had a present ownership interest in a principal residence during any part of the three-year period ending on the date of the sale or transfer, all as provided in Sections 143 (d) and (1) (2) of the Internal Revenue Code (except that "100 percent" shall be substituted for "95 percent or more" where the latter appears in Section 143 (d) (1); or

(iii) at an acquisition cost which is greater than 90 percent of the average area purchase price (greater than 110 percent for targeted area residences), all as provided in Section 143 (e) and (i) (2) of the Internal Revenue Code; or

(iv) who has a gross family income in excess of the applicable percentage of applicable median family income, as provided in Section 143 (f) and (i) (2) of the Internal Revenue Code; or

(b) Mortgagor fails to occupy the property described in the mortgage without prior written consent of the Mortgagee or its successors or assigns described at the beginning of this addendum; or

(c) Mortgagor omits or misrepresents a fact which is material with respect to the provisions of Section 143 of the Internal Revenue Code of 1986 in an application for this mortgage.

References are to the Internal Revenue Code as amended and in effect on the date of issuance of the Bonds, the proceeds of which will be used to finance the purchase of the Security Instrument and are deemed to include the implementing regulations.

DATE: 8/31/99

SIGNATURE OF MORTGAGOR Wilburdale Underwood

SIGNATURE OF MORTGAGOR Kathy R. Underwood

8064 1552

**OHIO HOUSING FINANCE AGENCY
SINGLE FAMILY MORTGAGE REVENUE BOND PROGRAM**

ADDENDUM TO MORTGAGE

As long as this mortgage is held as security for the Ohio Housing Finance Agency, the Lender ("Mortgagor") may declare all sums secured by this mortgage to be immediately due and payable if:

- (a) All or part of the property is sold or otherwise transferred (other than by devise, descent or operation of law) by Borrower ("Mortgagor") to a purchaser or other transferee:
 - i) who cannot reasonably be expected to occupy the property as a principal residence within a reasonable time after the sale or transfer, all as provided in Section 143(a)(3) of the Internal Revenue Code; or
 - ii) who has had a present ownership interest in a principal residence during any part of the three-year period ending on the date of the sale or transfer, all as provided in Section 143(d)(1) of the Internal Revenue Code; or
 - iii) at an acquisition cost which is greater than the then current federally designated average area purchase price for existing housing, all as provided in Section 143(e) of the Internal Revenue Code or in any subsequent amendments thereto; or
 - iv) who has an income in excess of the then current income limits, all as provided in Section 143(f) of the Internal Revenue Code or in any subsequent amendments thereto; or
- b) Borrower ("Mortgagor") omits or misrepresents a material fact in an application for this mortgage.
- c) The Borrower ("Mortgagor") subsequently leases the property (except upon prior written approval of the Ohio Housing Finance Agency in extreme hardship circumstances).

IN WITNESS WHEREOF, the Borrower ("Mortgagor") has executed this Addendum on this 31 day of August 1999.

Signature Wiltrudale Underwood

Signature Kathy R. Underwood

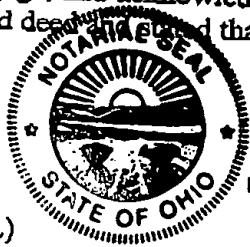
Printed Wiltrudale Underwood

Printed Kathy R. Underwood

STATE OF OHIO

COUNTY OF Hamilton

On this 31st day of August 1999, before me, a Notary Public within and for said County and State, personally appeared Wiltrudale + Kathy R. Underwood me known to be the persons(s) described in and who, being by me first duly sworn, executed the foregoing Addendum to Mortgage, and acknowledged, deposed and said that he/she/they executed the same as his/her/their free act and deed, and that the information and certifications contained therein are true and correct.



DEBORAH TAYLOR
Notary Public, State of Ohio
My Commission Expires Feb. 1, 2004

Deborah Taylor
Notary Public

(SEAL)

My Commission Expires: 2-1-2004

This instrument was prepared by: GMAc Mortgage Corp.
Address: 100 Witter Road, Herkimer, NY 13044-0963

8064 1553

When recorded mail to:

GMAC Mortgage Corporation
P.O. Box 963, 100 Witmer Road
Horsham, PA 19044-0963

ATTN: Capital Markets Department

8182 511

Space Above for Recorder's Use

Note: After having been recorded, this Assignment should be kept with the
Mortgage/Security Deed/Deed of Trust hereby assigned.

ASSIGNMENT OF MORTGAGE/SECURITY DEED/DEED OF TRUST

FOR VALUE RECEIVED, GMAC Mortgage Corporation

hereby

grants, assigns and transfers to The Leader Mortgage Company

All beneficial interest under that certain Mortgage / Security Deed / Deed of Trust,
dated the 31st day of August , 1999 , and executed by

Willrudale Underwood and Kathy R. Underwood, husband and wife

REBECCA PREM GROPPE
HAMILTON COUNTY RECORDER

(Mortagor/Grantor/Trustor) to

Doc #: 0 - 15782 Type: AM
Filed:01/31/2000 6:46:35 AM \$ 18.00
Off.Rec.: 8182 216 F 3 71

GMAC Mortgage Corporation

(Mortgagee/Grantee/Trustee) and recorded on the

day of

in Book/Volume/Liber 8064

, at Page 1544

Document Number 99-181900
Hamilton

in the Office of the
County, Ohio

Recorder of

-See Attached Legal-

BEING Known as: 1586 Cresthill Avenue, Cincinnati, OH 45237

Together with the Note or Notes described and secured thereby, the money due and to become due thereon, with interest and all rights accrued under said Note and Mortgage/Security Deed/Deed of Trust.

DATED this 31st day of August , 1999

GMAC Mortgage Corporation
100 Witmer Road, P.O. Box 963
Horsham, PA 19044

Kathy R. Underwood
Witness

A.M. Murphy, Assistant Secretary

Anthony J. DiGregorio
Witness

8182 216

2183 548

STATE OF Pennsylvania

COUNTY OF Montgomery

On August 31, 1999, before me, a notary public in and for the said Montgomery County, personally appeared A.M. Murphy, Assistant Secretary

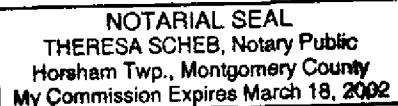
known to me to be the Assistant Secretary

GMAC Mortgage Corporation , the Corporation that executed the within instrument and also known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) who executed the within instrument on behalf of the Corporation herein named and acknowledged to me that such Corporation executed the same.

WITNESS my hand and official seal.

Teresa Scheb

Notary Public



Prepared by: LaKeisha Wise for:
GMAC Mortgage Corporation
721 Emerson Road
Saint Louis, MO 63141



8182 217

1586 Crest Hill Avenue, Cincinnati, OH 45237

EXHIBIT "A"

Situate in Section 1, Town 3, Fractional Range 1, Springfield Township, Hamilton County, Ohio, being part of Lots #2 and #3 in Dawn Hills Subdivision, Block "A" and more particularly described as follows: Beginning at a point in the North line of said Lot #3, 31.00 feet West of the Northeast corner of Lot #3, thence South 89 deg. 55 1/2' East 45.00 feet, thence South 0 deg. 4 1/2' West 142.35 feet to the north line of Crest Hill Avenue, thence South 86 deg. 18' West 45.07 feet, thence North 0 deg. 4 1/2' East 144.92 feet to the point of beginning. Together with an easement over a 15 foot right of way for driveway purpose to be used jointly by the abutting property owners of said easement, center line of said right of way being described as follows: Beginning at a point in the East line of Dawn Road 51 feet, South of the Northwest corner of Lot #5 in Dawn Hills Subdivision, Block B, thence North 88 deg. 33 1/2' East 137.4 feet, thence 69 feet, more or less, to a point in West line of Greenland Place and 22.5 feet South of the Northeast corner of Lot #2 in said Dawn Hills Subdivision. Together with an easement for a 12 inch pipe sewer; said easement being 6 feet in width with center line running from a manhole in Dawn Road, (47 feet more or less West of North line of Lot #5 extended) to a manhole North 88 deg. 33 1/2' East 206 feet, more or less. Subject to easements and conditions and restrictions of record and subject to all legal highways. Permanent Parcel #117-0015-0255-00

8182 218

Merger with U.S. Bank

Dissolution of The Leader Mortgage Company

Effective June 1, 2004, U.S. Bank National Association ("US Bank NA") completed a merger of its wholly owned subsidiary (The Leader Mortgage Company, LLC) into its US Bank Home Mortgage division ("USBHM").

Back in April 2002, US Bank NA acquired The Leader Mortgage Company ("TLMC"). From that time until June 1, 2004, the bank operated TLMC as a independent wholly owned subsidiary, registered as a Limited-Liability-Company ("LLC"). The merger of TLMC into USBHM culminated with a complete fusion of management, staffing and facilities, with the structures of management and data processing of USBHM being successor to those of the former TLMC.

Activity Regarding New Loans and Contracts

All new loan documents or assignments must name our company as:

"U.S. Bank NA" or "US Bank Home Mortgage, a Division of U.S. Bank NA"

Officers will sign for the company as:

By: U.S. Bank NA

name & title of signing officer

Activity Regarding Loans and Contracts of TLMC

All loan modifications, releases, assumptions, as well as legal proceedings (filings, pleadings, motions) involving loans or contracts under the former named TLMC, must name our company as:

"U.S. Bank NA, successor by merger to The Leader Mortgage Company"

Officers will sign for the company as:

By: U.S. Bank NA,
(Successor by merger to The Leader Mortgage Company)

name & title of signing officer

I CERTIFY THIS INSTRUMENT TO BE A TRUE AND
EXACT COPY OF THE ORIGINAL
BY:

U.S. BANK N.A.

4016627

SCANNED

4016627

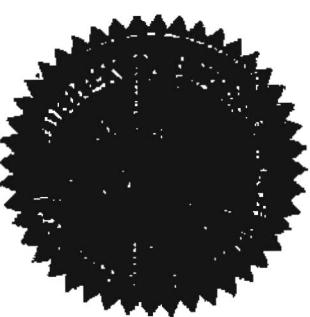
Comptroller of the Currency
Administrator of National Banks

Washington, DC 20219

CERTIFICATE

I, John D. Hawke, Jr., Comptroller of the Currency, do hereby certify that the document hereto attached is a true and complete copy of the certificate recorded in this Office, evidencing the Merger of Leader Mortgage Company, LLC; Cleveland, Ohio, and First National Cincinnati Corporation, Cincinnati, Ohio, with and into U.S. Bank National Association, Cincinnati, Ohio. It is understood that the merger will be effective on June 1, 2004. The resulting bank's title and charter number will be "U.S. Bank National Association," (Charter No. 24).

IN TESTIMONY WHERE OF, I have hereunto
subscribed my name and caused my seal of office
to be affixed to these presents at the Treasury
Department, in the City of Washington and
District of Columbia, this 23rd day of August,
2004.



John D. Hawke, Jr.

Comptroller of the Currency

Metro Legal Services Inc.
Box 491

Comptroller of the Currency
Administrator of National Banks

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

June 1, 2004

Ms. Karen J. Canon
Senior Corporate 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 The Leader Mortgage Company, LLC, Cleveland, Ohio and First National Cincinnati Corporation, Cincinnati, Ohio with U.S. Bank National Association, Cincinnati, Ohio - OCC Application Number 04-CE-12-010

Dear Ms. Canon:

This letter is the official certification of the Comptroller of the Currency (OCC) to merge The Leader Mortgage Company, LLC, Cleveland, Ohio and First National Cincinnati Corporation, Cincinnati, Ohio with and into U.S. Bank National Association, Cincinnati, Ohio. It is understood that the merger will be effective on June 1, 2004. The resulting bank's title and charter number will be U.S. Bank National Association with Charter Number 24.

If you have questions, please contact the undersigned.

Sincerely,



David J. Rogers
Licensing Manager
National Bank Examiner

cc: [REDACTED]



**Comptroller of the Currency
Administrator of National Banks**

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

June 1, 2004

Ms. Karen J. Canon
Senior Corporate 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 The Leader Mortgage Company, LLC, Cleveland, Ohio and First National Cincinnati Corporation, Cincinnati, Ohio with U.S. Bank National Association, Cincinnati, Ohio - OCC Application Number 04-CE-12-080

Dear Ms. Canon:

This letter is the official certification of the Comptroller of the Currency (OCC) to merge The Leader Mortgage Company, LLC, Cleveland, Ohio and First National Cincinnati Corporation, Cincinnati, Ohio with and into U.S. Bank National Association, Cincinnati, Ohio. It is understood that the merger will be effective on June 1, 2004. The resulting bank's title and charter number will be U.S. Bank National Association with Charter Number 24.

If you have questions, please contact the undersigned.

Sincerely,

David J. Rogers
Licensing Manager
National Bank Examiner



PRELIMINARY JUDICIAL REPORT

Issued by

CHICAGO TITLE INSURANCE COMPANY

[REDACTED]

GUARANTEED PARTY: U.S. BANK NATIONAL ASSOCIATION S/B/M THE LEADER MORTGAGE COMPANY

GUARANTEED PARTY ADDRESS: 4801 FREDERICA ST, OWENSBORO, KY 42301

Pursuant to your request for a Preliminary Judicial Report (hereinafter "the Report") for use in judicial proceedings, CHICAGO TITLE INSURANCE COMPANY (hereinafter "the Company") hereby guarantees in an amount not to exceed \$74,917.00. 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 WILLRUDALE UNDERWOOD AND KATHY R. UNDERWOOD, HUSBAND & WIFE, JOINTLY AND TO THE SURVIVOR OF THEM by instrument recorded in Book 8064, Page 1542 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: 07/26/2023

Issued By: SERVICELINK, LLC.

CHICAGO TITLE INSURANCE COMPANY

By: Michael J. Nolan
President

ATTEST: Marjorie Nemzura
Secretary

Signed By: [REDACTED]
AUTHORIZED SIGNATORY



CHICAGO TITLE
INSURANCE COMPANY

**SCHEDULE A
DESCRIPTION OF LAND**

SITUATE IN SECTION 1, TOWN 3, FRACTIONAL RANGE 1, SPRINGFIELD TOWNSHIP, HAMILTON COUNTY, OHIO, BEING PART OF LOTS #2 AND #3 IN DAWN HILLS SUBDIVISION, BLOCK "A" AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF SAID LOT #3, 31.00 FEET WEST OF THE NORTHEAST CORNER OF LOT #3, THENCE SOUTH 89 DEG. 55 1/2' EAST 45.00 FEET, THENCE SOUTH 0 DEG. 4 1/2' WEST 142.35 FEET TO THE NORTH LINE OF CREST HILL AVENUE, THENCE SOUTH 86 DEG. 48' WEST 45.07 FEET, THENCE NORTH 0 DEG. 4 1/2' EAST 144.92 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT OVER A 15 FOOT RIGHT OF WAY FOR DRIVEWAY PURPOSE TO BE USED JOINTLY BY THE ABUTTING PROPERTY OWNERS OF SAID EASEMENT, CENTER LINE OF SAID RIGHT OF WAY BEING DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE EAST LINE OF DAWN ROAD 51 FEET, SOUTH OF THE NORTHWEST CORNER OF LOT #5 IN DAWN HILLS SUBDIVISION, BLOCK B, THENCE NORTH 88 DEG. 33 1/2' EAST 137.4 FEET, THENCE 69 FEET, MORE OR LESS, TO A POINT IN WEST LINE OF GREENLAND PLACE AND 22.5 FEET SOUTH OF THE NORTHEAST CORNER OF LOT #2 IN SAID DAWN HILLS SUBDIVISION.

TOGETHER WITH AN EASEMENT FOR A 12 INCH PIPE SEWER; SAID EASEMENT BEING 6 FEET IN WIDTH WITH CENTER LINE RUNNING FROM A MANHOLE IN DAWN ROAD, (47 FEET MORE OR LESS WEST OF NORTH LINE OF LOT #5 EXTENDED) TO A MANHOLE NORTH 88 DEG. 33 1/2' EAST 206 FEET, MORE OR LESS.

SUBJECT TO EASEMENTS AND CONDITIONS AND RESTRICTIONS OF RECORD AND SUBJECT TO ALL LEGAL HIGHWAYS.

PERMANENT PARCEL #117-0015-0255-00

1586 CREST HILL AVENUE, CINCINNATI OH 45237



CHICAGO TITLE
INSURANCE COMPANY

SCHEDULE B

The matters shown below are exceptions to this Preliminary Judicial Report and the company assumes no liability arising there from:

1. GENERAL AND SPECIAL STATE, COUNTY AND/OR CITY PROPERTY TAXES FOR THE FISCAL YEAR 2022, AS FOLLOWS:

ASSESSOR'S PARCEL NO. : 117-0015-0255-00

ASSESSOR'S TAX ID: 117-0015-0255-00

TOTAL : \$2,758.54

FIRST INSTALLMENT : \$1,386.48 PAID (DUE DATE:N/A)

SECOND INSTALLMENT : \$1,372.06 PAID (DUE DATE:N/A)

LAND VALUE : \$7,690.00

IMPROVEMENT VALUE : \$22,610.00

EXEMPTION:

SPECIAL ASSESSMENT:N/A

NOTES:

2. SUBJECT TO EASEMENTS, RESTRICTIONS, SETBACK LINES, DECLARATIONS, COVENANTS, RESERVATION, AND RIGHT-OF WAY, IF ANY THAT WERE FILED FOR RECORD PRIOR TO THE LIEN BEING FORECLOSED.

3. ANY LEASE, GRANT, EXCEPTION OR RESERVATION OF MINERALS OR MINERAL RIGHTS TOGETHER WITH ANY RIGHTS APPURtenant THERETO.

4. OIL AND GAS LEASES, PIPELINE AGREEMENTS OR ANY OTHER INSTRUMENTS RELATED TO THE PRODUCTION OR SALE OF OIL AND GAS WHICH MAY ARISE SUBSEQUENT TO THE DATE OF THE POLICY.

5. ANY INACCURACY IN THE AREA, SQUARE FOOTAGE, OR ACREAGE OF LAND DESCRIBED IN SCHEDULE A OR ATTACHED PLAT, IF ANY. THE COMPANY DOES NOT INSURE THE AREA, SQUARE FOOTAGE, OR ACREAGE OF THE LAND.

6. SUBJECT TO MORTGAGE FROM WILLRUDALE UNDERWOOD AND KATHY R. UNDERWOOD, HUSBAND & WIFE TO GMAC MORTGAGE CORPORATION IN BOOK 8064, PAGE 1544 IN THE AMOUNT OF \$138,564.00, OPEN ENDED TO \$138,564.00, DATED 08/31/1999, RECORDED 09/09/1999, IN HAMILTON COUNTY RECORDS. NO CONDO/PUD RIDER

a. ASSIGNMENT OF RECORD BETWEEN GMAC MORTGAGE CORPORATION AND THE LEADER MORTGAGE COMPANY AS SET FORTH IN BOOK 8182, PAGE 216, DATED 08/31/1999, RECORDED 01/31/2000 IN HAMILTON COUNTY RECORDS.

b. LOAN MODIFICATION AGREEMENT OF RECORD BETWEEN WILLRUDALE UNDERWOOD, LUCILLE TRICE AND U.S. BANK NATIONAL ASSOCIATION S/B/M THE LEADER MORTGAGE COMPANY AS SET FORTH IN BOOK 12528, PAGE 1350, INSTRUMENT NO. 14-0012459, DATED 12/20/2013, RECORDED 02/06/2014 IN HAMILTON COUNTY RECORDS.

7. SUBJECT TO MORTGAGE FROM WILLRUDALE UNDERWOOD, LUCILLE TRICE TO SECRETARY OF HOUSING AND URBAN DEVELOPMENT IN BOOK 12451, PAGE 471, INSTRUMENT NO. 13-0147090 IN THE AMOUNT OF \$31,299.98, DATED 10/10/2013, RECORDED 10/28/2013, IN HAMILTON COUNTY RECORDS.

**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 Party

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

5. Extent of Liability

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

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

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

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

P.O. BOX 45023
JACKSONVILLE, FL 32232-5023
Attn: Claims Department

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.

SERVICELINK PRIVACY NOTICE

ServiceLink (“our,” “us,” or “we”) respects and is committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

Collection of Personal Information

ServiceLink may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver’s license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information);
- information about your use of, or interaction with, our or others’ websites or advertisements; and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- you or your agent;
- your transactions or interactions with ServiceLink, our affiliates, or others;
- third party advertising vendors; and
- consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

ServiceLink automatically collects the following types of Browsing Information when you access our website found at svclnk.com, online service, or application from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on our website, such as date and time of your visit to the website, and visits to the pages within our website.

Like most websites, our servers automatically log each visitor to our website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our website. Browsing Information generally does not reveal anything personal about you, though if you have created a user account with us and are logged into that account, then we may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit our website, if you consent, a “cookie” may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer’s hard drive. Information gathered using cookies helps us improve your user experience by, for example, helping the website load properly or customizing the display page based on your browser type and user preferences. Cookie information also helps us and our third party advertising vendors provide you with targeted advertisements. You can choose whether or not to accept cookies by using the cookie banners found on our website or changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our website.

Do Not Track. Our website responds to “Do Not Track” features enabled through your browser in the following ways. As explained in this notice, we use certain technologies to collect information about your online activities on our websites over time. You can opt out of such tracking on these websites by changing the settings on the cookie banner found on our website. Our website technology also recognizes Global Privacy Control signals through most web browsers.

Links to Other Sites. Our website may contain links to unaffiliated third-party websites. We are not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Third Party Advertisers. We work with third-party vendors to advertise our products online. These vendors, such as Google and LinkedIn, show our ads on various websites across the internet and use technologies such as cookies, device identifiers, and/or remarketing pixels, to show ads based on certain criteria, including your prior use of our websites or app(s). We will not share information regarding your use of our website or apps with those third-party advertisers if you opt out of such cookie sharing. If you want to manage our use of cookies, use the cookie banner found on our website. To opt out of Google’s use of cookies or device identifiers more broadly, you can adjust your Google Ads Settings. Alternatively, you can opt out of a third-party vendor’s use of cookies by visiting the Network Advertising Initiative opt-out page found at [REDACTED] or control the use of device identifiers by using your device’s settings. In addition, LinkedIn members can adjust their settings at [REDACTED] while non-members can adjust LinkedIn’s cookie use at [REDACTED]

Use of Personal Information

ServiceLink uses Personal Information for three main purposes:

- To provide or advertise products and services to you or your company or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates’, and others’ products and services, jointly or independently.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated and nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated and nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of ServiceLink, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal

Information with affiliates (other companies owned by Fidelity National Financial, Inc. ("FNF") to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of our business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to us, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

If you do not want us to share your information among our affiliates to directly market to you, you may send an "opt out" request as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

Whether you submit Personal Information or Browsing Information to us is entirely up to you. If you decide not to submit Personal Information or Browsing Information, we may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "[California Privacy](#)" link on our website or call [REDACTED]

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at [REDACTED] or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: [REDACTED]

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

For Virginia Residents: For additional information about your Virginia privacy rights, please visit the following link, [Privacy Request](#), or call [REDACTED]

Information From Children

Our website is not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

Our headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing us with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to us, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, visit ServiceLink's [Opt Out Page](#) or contact us by phone at [REDACTED] or by mail to:

ServiceLink NLS, LLC
c/o Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

EXHIBIT G

Wayne Coates
Hamilton County Recorders Office
Doc #: 13-0147090 Type: MT
Filed: 10/28/13 09:36:15 AM \$60.00
Off.Rec.: 12451 00471 F 6 113

This Document Prepared By:
LUCAS CALLOWAY
U.S. BANK NATIONAL ASSOCIATION S/B/M THE
LEADER MORTGAGE COMPANY
4801 FREDERICA ST
OWENSBORO, KY 42301

[REDACTED]
P.O. Box 27670
Santa Ana, CA 92799
RE: UNDERWOOD - PC REC SVC

Tax/Parcel No. 1170015025500

[Space Above This Line for Recording Data]

SUBORDINATE MORTGAGE

THIS SUBORDINATE MORTGAGE ("Security Instrument") is made on **OCTOBER 10, 2013**. The grantor is **WILLRUDALE UNDERWOOD, LUCILLE TRICE** ("Borrower"), whose address is **1586 CREST HILL AVE, CINCINNATI, OHIO 45237**. The beneficiary is the **Secretary of Housing and Urban Development**, whose address is **Attention: Single Family Notes Branch, 451 Seventh Street SW, Washington, DC 20410** ("Lender"). Borrower owes Lender the principal sum of **THIRTY-ONE THOUSAND TWO HUNDRED NINETY-NINE DOLLARS AND 98 CENTS** (U.S. \$31,299.98). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for the full debt, if not paid earlier, due and payable on **SEPTEMBER 1, 2043**.

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, 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 irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the **COUNTY of HAMILTON**, State of **OHIO**:

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

Tax Parcel No. 1170015025500

which has the address of, 1586 CREST HILL AVE, CINCINNATI, OHIO 45237 (herein "Property Address");

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

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to 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 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.** Borrower shall pay when due the principal of the debt evidenced by the Note.

2. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time of payment 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 successor 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.

3. **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. 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 term of this Security Instrument or the Note without that Borrower's consent.

4. **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: Department of Housing and Urban Development, Attention: Single Family Notes Branch, 451 Seventh Street SW, Washington, DC 20410 or any 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.

5. **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.

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

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

7. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument. 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 and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. 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 invoke any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 7, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 7 of the Subordinate Note, the Secretary may invoke the non-judicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided by the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph or applicable law.

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

Willrudale Underwood
Borrower: WILLRUDALE UNDERWOOD
10/16/13

Date

Lucille Trice
Borrower: LUCILLE TRICE
10-26-13

Date

Borrower:

Borrower:

Date

Date

Borrower:

Borrower:

Date

Date

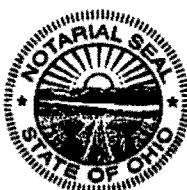
[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

State of OHIO

County of Hamilton

The foregoing instrument was acknowledged before me this October 16, 2013 (date) by
WILLRUDALE UNDERWOOD, LUCILLE TRICE (name of person acknowledged)



Kevin J. Menne
Notary Public, State of Ohio
My Commission Expires 02-04-2015

J. J. Re
(Signature of person taking acknowledgment)

Notary
(Title or rank)

(Seal Number, if any)

Prepared by:
LUCAS CALLOWAY
U.S. BANK N.A.
4801 FREDERICA ST
OWENSBORO, KY 42301

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

EXHIBIT A

BORROWER(S): WILLRUDALE UNDERWOOD, LUCILLE TRICE
[REDACTED]

LEGAL DESCRIPTION:

SITUATE IN SECTION 1, TOWN 3, FRACTIONAL RANGE 1, SPRINGFIELD TOWNSHIP, HAMILTON COUNTY, OHIO, BEING PART OF LOTS #2 AND #3 IN DAWN HILLS SUBDIVISION, BLOCK "A" AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF SAID LOT #3, 31.00 FEET WEST OF THE NORTHEAST CORNER OF LOT #3, THENCE SOUTH 89 DEG. 55 1/2' EAST 45.00 FEET, THENCE SOUTH 0 DEG. 4 1/2' WEST 142.35 FEET TO THE NORTH LINE OF CREST HILL AVENUE, THENCE SOUTH 86 DEG. 48' WEST 45.07 FEET, THENCE NORTH 0 DEG. 4 1/2' EAST 144.92 FEET TO THE POINT OF BEGINNING. TOGETHER WITH AN EASEMENT OVER A 15 FOOT RIGHT OF WAY FOR DRIVEWAY PURPOSE TO BE USED JOINTLY BY THE ABUTTING PROPERTY OWNERS OF SAID EASEMENT, CENTER LINE OF SAID RIGHT OF WAY BEING DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE EAST LINE OF DAWN ROAD 51 FEET, SOUTH OF THE NORTHWEST CORNER OF LOT #5 IN DAWN HILLS SUBDIVISION, BLOCK B, THENCE NORTH 88 DEG. 33 1/2' EAST 137.4 FEET, THENCE 69 FEET, MORE OR LESS, TO A POINT IN WEST LINE OF GREENLAND PLACE AND 22.5 FEET SOUTH OF THE NORTHEAST CORNER OF LOT #2 IN SAID DAWN HILLS SUBDIVISION. TOGETHER WITH AN EASEMENT FOR A 12 INCH PIPE SEWER; SAID EASEMENT BEING 6 FEET IN WIDTH WITH CENTER LINE RUNNING FROM A MANHOLE IN DAWN ROAD, (47 FEET MORE OR LESS WEST OF NORTH LINE OF LOT #5 EXTENDED) TO A MANHOLE NORTH 88 DEG. 33 1/2' EAST 206 FEET, MORE OR LESS, SUBJECT TO EASEMENTS AND CONDITIONS AND RESTRICTIONS OF RECORD AND SUBJECT TO ALL LEGAL HIGHWAYS.

ALSO KNOWN AS: 1586 CREST HILL AVE, CINCINNATI, OHIO 45237
[REDACTED] [REDACTED]

**EXHIBIT B
MORTGAGE SCHEDULE**

Mortgage made by **WILLRUDALE UNDERWOOD, LUCILLE TRICE** to **GMAC MORTGAGE CORPORATION** for \$138,564.00 and interest, dated **AUGUST 31, 1999** and recorded on **SEPTEMBER 9, 1999** in **BOOK 8064 PAGE 1554**. Mortgage tax paid:

This mortgage was assigned from **GMAC MORTGAGE CORPORATION** (assignor), to **U.S. BANK NATIONAL ASSOCIATION S/B/M THE LEADER MORTGAGE COMPANY** (assignee), by assignment of mortgage dated and recorded on in .