

**COURT OF COMMON PLEAS****SUMMIT COUNTY, OHIO**

**RUSHMORE LOAN MANAGEMENT  
SERVICES LLC  
8950 CYPRESS WATERS BLVD  
COPPELL, TX 75019**

**Plaintiff,**  
**-vs-**

**BRITTANY TOLES  
1231 COVENTRY STREET  
AKRON, OH 44306**

**-AND-**

**UNKNOWN SPOUSE, IF ANY, OF  
BRITTANY TOLES  
1231 COVENTRY STREET  
AKRON, OH 44306**

**-AND-**

**UNITED STATES OF AMERICA  
ACTING THROUGH SECRETARY  
OF HOUSING AND URBAN  
DEVELOPMENT  
C/O U.S. ATTORNEY GENERAL  
950 PENNSYLVANIA AVENUE NW –  
SUITE 7141  
WASHINGTON, DC 20530**

**ALSO SERVE AT:**  
**C/O U.S. ATTORNEY GENERAL,  
REBECCA C. LUTZKO, ESQ.  
801 WEST SUPERIOR AVENUE –  
SUITE 400  
CLEVELAND, OH 44113**

**-AND-**

**CASE NO:**

**JUDGE:**

**COMPLAINT FOR FORECLOSURE**

**PPN# 6835972 AND 6835973**

**CAPITAL ONE, N.A.  
C/O CORPORATION SERVICE  
COMPANY, REGISTERED AGENT  
1160 DUBLIN ROAD, SUITE 400  
COLUMBUS, OH 43215**

**Defendants.**

**FIRST COUNT**

1. Plaintiff, says that it is in possession of the original Promissory Note a copy of which is hereto attached, marked as Exhibit "A" and made a part hereof; that by reason of default in payment of the said Promissory Note and mortgage securing same, it has declared said debt due; that Plaintiff has fulfilled all applicable conditions precedent required by said Promissory Note; that there is due from Defendant Brittany Toles the sum of \$75,891.02 plus interest at the rate of 2.50% per annum from February 1, 2025.

**SECOND COUNT**

2. Plaintiff incorporates herein by reference all of the allegations contained in its prior count, and further says that it is the mortgagee of a certain mortgage deed, securing the payment of said Promissory Note, a copy of which is attached hereto, marked as Exhibit "B" and made a part hereof, and is a valid, first and best mortgage lien upon the premises described therein.

3. Plaintiff says that it became the mortgagee of the mortgage pursuant to an assignments or merger and that evidence of said assignments or merger is attached hereto, marked as Exhibits "C-D" and made a part hereof.

4. Plaintiff states that The United States of America, has or claims to have an interest in the subject property by virtue of a Partial Claims Mortgage, which was dated May 13, 2024, executed by Brittany Toles on May 20, 2024, and recorded on July 3, 2024, as Instrument No. 56888145 of

Summit County, Ohio records, a copy of which is attached hereto, marked as Exhibit "E" and made a part hereof.

5. Plaintiff states that The United States of America, has or claims to have an interest in the subject property by virtue of a Subordinate Mortgage, which was dated December 21, 2024, executed by Brittany Toles on December 21, 2024, and recorded on January 2, 2025, as Instrument No. 56923590 of Summit County, Ohio records, a copy of which is attached hereto, marked as Exhibit "F" and made a part hereof.

6. Plaintiff says that the conditions in said mortgage have been broken by reason of default in payment, and the same has become absolute, and Plaintiff has fulfilled all applicable conditions precedent required by the mortgage.

7. Plaintiff says that, pursuant to the covenants and conditions of said mortgage deed, it may, from time to time during the pendency of this action, advance sums including, but not limited to payment of real estate taxes, assessments, insurance premiums, costs incurred for protection of the mortgaged premises, inspections, appraisals, maintenance, common expenses of a condominium unit owners association or owners association lot, condominium dues and assessments, owners association dues and assessments, and any other sums advanced pursuant to the terms of the note, mortgage, mortgage rider(s), and/or applicable law.

8. Plaintiff says that the Defendants named in the Complaint have or claim to have an interest in the premises.

WHEREFORE, Plaintiff demands:

a) Judgment against Defendant Brittany Toles, in the sum of \$75,891.02 plus interest at the rate of 2.50% per annum from February 1, 2025, together with its advances made pursuant to the terms of the note, mortgage, mortgage rider(s), and/or applicable law, for

sums, including but not limited to, payment of real estate taxes, assessments, insurance premiums, costs incurred for protection of the mortgaged premises, inspections, appraisals, maintenance, common expenses of a condominium unit owners association or owners association lot, condominium dues and assessments, owners association dues and assessments; plus the costs of this action;

- b) A finding that the Mortgage is a valid, subsisting, first and best mortgage lien on the property;
- c) That from the proceeds the Plaintiff be paid the amount found due it;
- d) That the equity of redemption and dower of all defendants be foreclosed;
- e) That the Defendants named herein be required to answer and set up any claim that they may have in said premises or be forever barred;
- f) That the United States of America shall have the right of redemption;
- g) That the Plaintiff may have such other or further relief or both in the premises as may be just and equitable;

Respectfully Submitted,

/s/ Matthew McKelvey  
Albertelli Law Partners Ohio, LLC  
BY: F. Peter Costello, #0076112  
Antonio J. Scarlato, #0073329  
Mark R. Lembright, #0041545  
Matthew I. McKelvey, #0074762  
Counsel for Plaintiff  
4807 Rockside Road, Suite 200  
Independence, Ohio 44131  
(216) 588-1500 phone  
(216) 771-4334 facsimile  
[OHContact@alaw.net](mailto:OHContact@alaw.net)

## ORIGINAL

## Note

FHA Case No. [REDACTED]

AUGUST 13, 2021  
(Date)FAIRLAWN  
(City)OHIO  
(State)

1231 COVENTRY ST, AKRON, OHIO 44306

(Property Address)

- BORROWER'S PROMISE TO PAY. In return for a loan that I have received, I promise to pay U.S. \$ 82,478.00 (this amount is called "Principal"), plus interest to the order of the Lender. The Lender is FAIRWAY INDEPENDENT MORTGAGE CORPORATION

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

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

- INTEREST. Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 2.5000 %.

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

- PAYMENTS

- Time and Place of Payments. I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1ST day of each month beginning on OCTOBER 01, 2021. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest and other items in the order described in the Security Instrument before Principal. If, on SEPTEMBER 01, 2051, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at  
POST OFFICE BOX 117298, CARROLLTON, TX 75011  
or at a different place if required by the Note Holder.

- Amount of Monthly Payments. My monthly payment will be in the amount of U.S. \$ 325.89

- BORROWER'S RIGHT TO PREPAY.

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to any accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

## FIRST LIEN

FHA Multistate Fixed Rate Note

Wolters Kluwer Financial Services, Inc.

1/21/2015  
VMPTR (2103).00  
Page 1 of 3

Exhibit "A"

5. **LOAN CHARGES.** If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.
6. **BORROWER'S FAILURE TO PAY AS REQUIRED**
  - (A) **Late Charge for Overdue Payments.** If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 4.0000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.
  - (B) **Default.** If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.
  - (C) **Notice of Default.** If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.
  - (D) **No Waiver By Note Holder.** Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.
  - (E) **Payment of Note Holder's Costs and Expenses.** If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.
7. **GIVING OF NOTICES.** Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.  
Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.
8. **OBLIGATIONS OF PERSONS UNDER THIS NOTE.** If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.
9. **WAIVERS.** I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.
10. **UNIFORM SECURED NOTE.** This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:  
If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

**FIRST LIEN**

FHA Multistate Fixed Rate Note  
Wolters Kluwer Financial Services, Inc.

1/21/2015  
VMP1R (2103).00  
Page 2 of 3.



If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 14 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

  
BRITTANY TOLES

(Seal)  
-Borrower

*[Sign Original Only]*

LOAN ORIGINATION ORGANIZATION: FAIRWAY INDEPENDENT MORTGAGE CORPORATION  
NMLS ID: 2289

LOAN ORIGINATOR: F. BRIAN THOMAS  
NMLS ID: 5868



FIRST LIEN

1/21/2015  
VMPTR (2103).00  
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FHA Multistate Fixed Rate Note

Wolters Kluwer Financial Services, Inc.



Pay to the order of  
U.S. Bank National Association

without recourse  
 FAIRWAY INDEPENDENT MORTGAGE  
 CORPORATION  
 Signature: \_\_\_\_\_  
 Printed Name: Angie Vasquez  
 Title: Collateral Delivery Sp.

Pay to the Order of

Without Recourse:  
 Nationstar Mortgage LLC D/B/A Mr. Cooper  
Megan Gerhardt  
 Assistant Secretary

Fairway Independent Mortgage Corp.  
4201 Marsh Lane  
Carrollton, TX 75007  
(800) 953-6352 Phone  
(972) 398-9604 Fax

## Allonge

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### Loan Information

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Date: 11/1/2021

Loan Number:



Note Date: 08/13/2021

Original Loan Amount: 82,478.00

Borrower: Brittany Toles

Property Address: 1231 Coventry St, Akron, OHIO 44306

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### Pay To The Order Of

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Investor: Mid America Mortgage, Inc.

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### Without Recourse

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Fairway Independent Mortgage Corporation



Tierra Booker  
Collateral Inventory Control



**MID AMERICA**  
MORTGAGE, INC.

**NOTE ALLONGE**

For purposes of further endorsement of the following described Note, this allonge is affixed and becomes a permanent part of said Note.

**Loan Number:** [REDACTED]

**Note Date:** 8/13/2021

**Borrowers:** Brittany Toles

**Property Address:** 1231 COVENTRY ST  
AKRON, OH 44306

**Loan Amount:** \$82478

**Pay to the order of:** Nationstar Mortgage LLC, DBA Mr. Cooper

Without recourse

A handwritten signature in black ink that reads "Jeffrey E. Bode".

Name and Title: Jeffrey E. Bode, President  
Mid America Mortgage, Inc.

GNMA Pool#:

56667032

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Summit Fiscal Officer KRISTEN M. SCALISE, CPA, CFE

Recording Fee: \$178.00 Recorded 08/13/2021 01:40:31 PM

Return To:  
INDECOMM GLOBAL SERVICES

MS-FD-FW-9909, 1427 ENERGY PARK DR.  
ST. PAUL, MN 55108

ALL OR PART OF THE PURCHASE PRICE OF THE PROPERTY IS PAID FOR  
WITH THE MONEY LOANED.

American Kred.

[REDACTED] PURCHASE MONEY

### Mortgage

MIN: [REDACTED]

FHA Case No. [REDACTED]

#### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 10, 12, 17, 19 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 15.

- (A) "Security Instrument" means this document, which is dated AUGUST 13, 2021, together with all Riders to this document.  
(B) "Borrower" is  
BRITTANY TOLES, AN UNMARRIED WOMAN

Borrower is the mortgagor under this Security Instrument.

- (C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

[REDACTED] FHA Mortgage With MERS-OH [REDACTED]

9/30/2014  
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Wolters Kluwer Financial Services, Inc.



## Exhibit "B"

- (D) "Lender" is  
FAIRWAY INDEPENDENT MORTGAGE CORPORATION

Lender is a CORPORATION  
organized and existing under the laws of THE STATE OF TEXAS  
Lender's address is  
4201 MARSH LANE, CARROLLTON, TX 75007

- (E) "Note" means the promissory note signed by Borrower and dated AUGUST 13, 2021 . The Note  
states that Borrower owes Lender  
EIGHTY TWO THOUSAND FOUR HUNDRED SEVENTY EIGHT & NO/100

Dollars (U.S. \$ 82,478.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than SEPTEMBER 01, 2051 .

- (F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (G) "Loan" means the debt evidenced by the Note, plus interest, and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
- (H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

Adjustable Rate Rider     Condominium Rider     Planned Unit Development Rider  
 Rehabilitation Loan Rider  
 Other [Specify] \*

\* TAX EXEMPT FINANCING RIDER

- (I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
- (J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
- (K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
- (L) "Escrow Items" means those items that are described in Section 3.

[REDACTED]  
[REDACTED]  
FHA Mortgage With MERS-OH

Wolters Kluwer Financial Services, Inc.

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- (M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
- (N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
- (O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
- (P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
- (Q) "Secretary" means the Secretary of the United States Department of Housing and Urban Development or his designee.
- (R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to

[REDACTED]  
[REDACTED]  
FHA Mortgage With MERS-OH

Wolters Kluwer Financial Services, Inc.

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MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the County of **SUMMIT**:

*(Name of Recording Jurisdiction)*

SITUATED IN THE CITY OF AKRON, COUNTY OF SUMMIT AND STATE OF OHIO:

AND KNOWN AS BEING ALL OF LOT 283 AND THE SOUTH 25 FEET AND REAR OF LOT 284 IN THE DYE AND ALLENS 1ST ADDITION TO LOVERS LANE ALLOTMENT, AS RECORDED IN PLAT BOOK 18, PAGE 28 OF SUMMIT COUNTY RECORDS, BE THE SAME MORE OR LESS, BUT SUBJECT TO ALL LEGAL HIGHWAYS.

Parcel ID Number: 6835972; 6835973

which currently has the address of

1231 COVENTRY ST

AKRON

("Property Address"):

*(Street)*

*(City), Ohio 44306*

*(Zip Code)*

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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

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

[REDACTED] [REDACTED]  
FHA Mortgage With MERS-OH

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

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

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 14. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** Except as expressly stated otherwise in this Security Instrument or the Note, all payments accepted and applied by Lender shall be applied in the following order of priority:

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

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.

[REDACTED] [REDACTED]  
FHA Mortgage With MERS-OH

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

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums to be paid by Lender to the Secretary or the monthly charge by the Secretary instead of the monthly Mortgage Insurance premiums. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 14 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

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

[REDACTED]  
[REDACTED]  
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any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments. Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3. Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.
5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

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

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

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

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

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- (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.
6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that this requirement shall cause undue hardship for the Borrower or unless extenuating circumstances exist which are beyond Borrower's control.
7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration. If condemnation proceeds are paid in connection with the taking of the property, Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts, and then to payment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments or change the amount of such payments. Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.
8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.
9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or

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

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

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

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

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

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

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

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

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

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

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

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

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any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

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

Subject to the provisions of Section 17, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 19) and benefit the successors and assigns of Lender.

13. **Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. Lender may collect fees and charges authorized by the Secretary. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment with no changes in the due date or in the monthly payment amount unless the Lender agrees in writing to those changes. Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

14. **Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify [REDACTED] [REDACTED]

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Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

15. **Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.  
As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.
16. **Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.
17. **Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 17, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.  
If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.  
If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 14 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.
18. **Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the

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earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. However, Lender is not required to reinstate 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. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 17.

19. **Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser. Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 14) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time

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period will be deemed to be reasonable for purposes of this Section. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 17 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 19.

**20. Borrower Not Third-Party Beneficiary to Contract of Insurance.** Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower acknowledges and agrees that the Borrower is not a third party beneficiary to the contract of insurance between the Secretary and Lender, nor is Borrower entitled to enforce any agreement between Lender and the Secretary, unless explicitly authorized to do so by Applicable Law.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

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

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

22. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 17 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, costs of title evidence.
23. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall discharge this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.
24. **Attorneys' Fees.** As used in this Security Instrument and the Note, attorneys' fees shall include those awarded by an appellate court and any attorneys' fees incurred in a bankruptcy proceeding.
25. **Certain Other Advances.** In addition to any other sum secured hereby, this Security Instrument shall also secure the unpaid principal balance of, plus accrued interest on, any amount of money loaned, advanced or paid by Lender to or for the account and benefit of Borrower, after this Security Instrument is delivered to and filed with the Recorder's Office, **SUMMIT** County, Ohio, for recording. Lender may make such advances in order to pay any real estate taxes and assessments, insurance premiums plus all other costs and expenses incurred in connection with the operation, protection or preservation of the Property, including to cure Borrower's defaults by making any such payments which Borrower should have paid as provided in this Security Instrument, it being intended by this Section 25 to acknowledge, affirm and comply with the provision of Section 5301.233 of the Revised Code of Ohio.
26. **Waivers.** Borrower relinquishes all right of homestead and dower in the Property.

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

*Brittany Toles*

(Seal)  
-Borrower

(Seal)  
-Borrower

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

[REDACTED]  
[REDACTED]  
FHA Mortgage With MERS-OH

Wolters Kluwer Financial Services, Inc.

9/30/2014  
VMP4N(OH) (2001).00  
Page 17 of 18



## Acknowledgment

State of OHIO

County/City of Summit

No oath or affirmation was administered to the signer with regard to this acknowledgment.

This instrument was acknowledged before me on August 13, 2021 by  
BRITTANY TOLES  
\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_  
  
JOHN R. SMITH  
Notary Public  
State of Ohio  
My Comm. Expires  
November 26, 2025

This instrument was prepared by:

DENNIS P. SCHWARTZ, ATTORNEY  
SCHWARTZ & ASSOCIATES  
1446 HERITAGE DRIVE  
MCKINNEY, TEXAS 75069  
972-562-1966LOAN ORIGINATION ORGANIZATION: FAIRWAY INDEPENDENT MORTGAGE CORPORATION  
NMLS ID: 2289  
LOAN ORIGINATOR: F. BRIAN THOMAS  
NMLS ID: 5868[REDACTED]  
FHA Mortgage With MERS-OH[REDACTED]  
Wolters Kluwer Financial Services, Inc.9/30/2014  
VMP4N(OH) (2001).00  
Page 18 of 18

## Tax Exempt Financing Rider to Security Instrument

Borrower Name(s) BRITTANY TOLES

THIS TAX-EXEMPT FINANCING RIDER is made this 13 day of AUGUST 2021  
and is incorporated into and shall be deemed to amend and supplement the  
Mortgage or Security Deed ("Security Instrument") of the same date given by the  
undersigned ("Mortgagor") to secure Mortgagor's Note ("Note") to

Fairway Independent Mortgage Corp ("Lender") of the same date  
and covering the property described in the Security Instrument (the "Property") and  
located at: 1231 COVENTRY ST AKRON, OH 44306-2653  
(Property Address)

In addition to the covenants and agreements made in the Security Instrument, Mortgagor  
and Lender further covenant and agree as follows:

Lender, or such of its successors or assigns as may by 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  
the Security Instrument if:

- 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 (l)(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 (l)(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 (l)(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 (l)(2) of  
the Internal Revenue Code; or
- b. Mortgagor fails to occupy the Property described in the Security Instrument without  
the prior written consent of the Mortgagee or its successors or assigns described at  
the beginning of this Tax-Exempt Financing Rider; 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  
the loan secured by the Security Instrument,

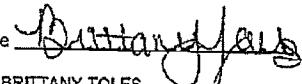


1

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.

IN WITNESS WHEREOF, the Borrower ("Mortgagor") has executed this Tax-Exempt Financing Rider on

this 13 day of AUGUST of 2021.

Signature  Signature \_\_\_\_\_  
Printed BRITTANY TOLES Printed \_\_\_\_\_

STATE OF OHIO  
COUNTY OF Summit)

On this 13 day of AUGUST, 2021, before me, a Notary Public within and for said County and State, personally appeared BRITTANY TOLES to me known to be the persons(s) described in and who, being by me first duly sworn, executed the foregoing Tax-Exempt Financing Rider, and acknowledged, deposed and said that he/she/they executed the same as his/her/their free act and deed and stated that the information and certifications contained therein are true and correct.

My Comm. Expires November 26, 2025



JOHN R SMITH  
Notary Public  
State of Ohio  
My Comm. Expires  
November 26, 2025

  
John R. Smith  
Notary Public



56911659  
Page 1 of 2  
Summit Fiscal Officer KRISTEN M. SCALISE, CPA, CFE  
Recording Fee: \$38.00 Recorded 10/30/2024 11:38:08 AM

Recording Requested By: NATIONSTAR MORTGAGE DBA MR. COOPER  
When Recorded Return To: DOCUMENT ADMINISTRATION, NATIONSTAR MORTGAGE DBA MR.  
COOPER 8950 CYPRESS WATERS BLVD, COPPELL, TX 75019



CORPORATE ASSIGNMENT OF MORTGAGE

Summit, Ohio  
SELLER'S SERVICING [REDACTED] "TOLES"

MIN [REDACTED] SIS #: 1-888-679-6377

Date of Assignment: October 22nd, 2024  
Assignor: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS MORTGAGEE, AS  
NOMINEE FOR FAIRWAY INDEPENDENT MORTGAGE CORPORATION, ITS SUCCESSORS AND  
ASSIGNS at P.O. BOX 2026, FLINT, MI 48501-2026  
Assignee: NATIONSTAR MORTGAGE LLC at 8950 CYPRESS WATERS BLVD., COPPELL, TX  
75019

Executed By: BRITTANY TOLES, AN UNMARRIED WOMAN To: MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS, INC., AS MORTGAGEE, AS NOMINEE FOR FAIRWAY INDEPENDENT  
MORTGAGE CORPORATION, ITS SUCCESSORS AND ASSIGNS  
Date of Mortgage: 08/13/2021 Recorded: 08/13/2021 as Instrument No : 56667032 In the County of  
Summit, State of Ohio.

Property Address: 1231 COVENTRY ST, AKRON, OH 44306

KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said Assignor hereby assigns unto the above-named Assignee, the said Mortgage having an original principal sum of \$82,478.00 with interest, secured thereby, and the full benefit of all the powers and of all the covenants and provisos therein contained, and the said Assignor hereby grants and conveys unto the said Assignee, the Assignor's interest under the Mortgage.

TO HAVE AND TO HOLD the said Mortgage, and the said property unto the said Assignee forever, subject to the terms contained in said Mortgage.

IN WITNESS WHEREOF, the undersigned, by the officer duly authorized, has duly executed the foregoing instrument.

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS MORTGAGEE, AS NOMINEE  
FOR FAIRWAY INDEPENDENT MORTGAGE CORPORATION, ITS SUCCESSORS AND ASSIGNS  
On October 22nd, 2024

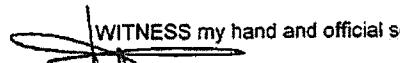
By:   
TSEDALE ALEMU Vice-President

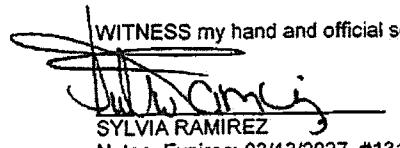
\*MGK\*MGKNATT\*10/22/2024 08:44:31 AM\* NATT01NATTA00000000000005313811\* OHSUMMI\*  
\*\*\*\*\*7112 OHSTATE\_MORT\_ASSIGN\_ASSN \*\*DK6NATT\*

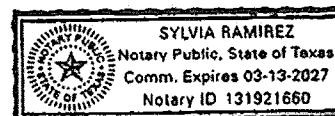
## CORPORATE ASSIGNMENT OF MORTGAGE Page 2 of 2

STATE OF Texas  
COUNTY OF Denton

On October 22nd, 2024, before me, SYLVIA RAMIREZ, a Notary Public in and for Denton in the State of Texas, personally appeared TSEDALE ALEMU , Vice-President of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS MORTGAGEE, AS NOMINEE FOR FAIRWAY INDEPENDENT MORTGAGE CORPORATION, ITS SUCCESSORS AND ASSIGNS, personally known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

  
WITNESS my hand and official seal,

  
SYLVIA RAMIREZ  
Notary Expires: 03/13/2027 #131921660



(This area for notarial seal)

Prepared By: Douglas Keaton, NATIONSTAR MORTGAGE DBA MR. COOPER 8950 CYPRESS WATERS BLVD, COPPELL, TX 75019 1-888-480-2432

\*MGK\*MGKNATT\*10/22/2024 08:44:31 AM\* NATT01NATTA00000000000005313811\* OHSUMMI\*  
\*\*\*\*\*7112 OHSTATE\_MORT\_ASSIGN\_ASSN \*\*DK6NATT\*

56961529

Page 1 of 3

Summit Fiscal Officer KRISTEN M. SCALISE, CPA, CFE

Recording Fee: \$46.00 Recorded 07/23/2025 01:56:53 PM

Recording Requested By: NATIONSTAR MORTGAGE DBA MR. COOPER  
When Recorded Return To: DOCUMENT ADMINISTRATION, NATIONSTAR MORTGAGE DBA MR.  
COOPER 8950 CYPRESS WATERS BLVD, COPPELL, TX 75019



CORPORATE ASSIGNMENT OF MORTGAGE

Summit, Ohio  
**SELLER'S SERVICING** [REDACTED] "TOLES"

Date of Assignment: July 17th, 2025

Assignor: NATIONSTAR MORTGAGE LLC at 8950 CYPRESS WATERS BLVD, COPPELL, TX  
75019

Assignee: RUSHMORE LOAN MANAGEMENT SERVICES LLC at PO BOX 55004, IRVINE, CA  
92619-5004

Executed By: BRITTANY TOLES, AN UNMARRIED WOMAN To: MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS, INC., AS MORTGAGEE, AS NOMINEE FOR FAIRWAY INDEPENDENT  
MORTGAGE CORPORATION, ITS SUCCESSORS AND ASSIGNS

Date of Mortgage: 08/13/2021 Recorded: 08/13/2021 as Instrument No.: 56667032 In the County of  
Summit, State of Ohio.

Property Address: 1231 COVENTRY ST, AKRON, OH 44306

KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said Assignor hereby assigns unto the above-named Assignee, the said Mortgage having an original principal sum of \$82,478.00 with interest, secured thereby, and the full benefit of all the powers and of all the covenants and provisos therein contained, and the said Assignor hereby grants and conveys unto the said Assignee, the Assignor's interest under the Mortgage.

TO HAVE AND TO HOLD the said Mortgage, and the said property unto the said Assignee forever, subject to the terms contained in said Mortgage.

IN WITNESS WHEREOF, the undersigned, by the officer duly authorized, has duly executed the foregoing instrument.

NATIONSTAR MORTGAGE LLC  
On July 17th, 2025

By: \_\_\_\_\_  
TEREFE TEKLE, Vice-President

\*MGK\*MGKNATT\*07/17/2025 08:02:05 AM\* NATT01NATTA000000000000005313811\* OHSUMMI\*  
OHSTATE\_MORT\_ASSIGN\_ASSN \*\*DK6NATT\*

Exhibit "D"

25-010382

Tavia Galonski, Summit County Clerk of Courts

## CORPORATE ASSIGNMENT OF MORTGAGE Page 2 of 2

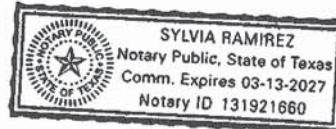
STATE OF Texas  
COUNTY OF Dallas

On July 17th, 2025, before me, SYLVIA RAMIREZ, a Notary Public in and for Dallas in the State of Texas, personally appeared TEREFE TEKLE , Vice-President of NATIONSTAR MORTGAGE LLC , personally known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,

  
\_\_\_\_\_  
SYLVIA RAMIREZ

Notary Expires: 03/13/2027 #131921660



(This area for notarial seal)

Prepared By: Douglas Keaton, NATIONSTAR MORTGAGE DBA MR. COOPER 8950 CYPRESS  
WATERS BLVD, COPPELL, TX 75019 1-888-480-2432

\*MGK\*MGKNATT\*07/17/2025 08:02:05 AM\* NATT01NATTA00000000000005313811\* OHSUMMI\*  
OHSTATE\_MORT\_ASSIGN\_ASSN \*\*DK6NATT\*

SITUATED IN THE CITY OF AKRON, COUNTY OF SUMMIT AND STATE OF OHIO:

AND KNOWN AS BEING ALL OF LOT 283 AND THE SOUTH 25 FEET AND REAR OF LOT 284 IN THE DYE AND ALLEN'S 1ST ADDITION TO LOVERS LANE ALLOTMENT, AS RECORDED IN PLAT BOOK 18, PAGE 28 OF SUMMIT COUNTY RECORDS, BE THE SAME MORE OR LESS, BUT SUBJECT TO ALL LEGAL HIGHWAYS.

**56888145**

Page 1 of 5

Summit Fiscal Officer KRISTEN M. SCALISE, CPA, CFE

Recording Fee: \$58.00 Recorded 07/03/2024 08:04:46 AM

This Document Prepared By:

**DANIEL SERRATOS**  
**CLICK N' CLOSE, INC. F/K/A MID AMERICA**  
**MORTGAGE, INC.**  
**PO BOX 2229**  
**ADDISON, TX 75001-2229**  
**888-845-6535**

When Recorded Mail To:

**FIRST AMERICAN TITLE**  
**DTO REC., MAIL CODE: 4002**  
**4795 REGENT BLVD**  
**IRVING, TX 75063**

Tax/Parcel #: 6835972; 6835973

[Space Above This Line for Recording Data]

FHA Case No.: [REDACTED]

Loan No.: [REDACTED]

## PARTIAL CLAIMS MORTGAGE

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on **MAY 13, 2024**. The mortgagor is **BRITTANY TOLES, AN UNMARRIED WOMAN** ("Borrower"), whose address is **1231 COVENTRY ST, AKRON, OHIO 44306**. This Security Instrument is given to the **Secretary of Housing and Urban Development**, whose address is **451 Seventh Street SW, Washington, DC 20410** ("Lender"). Borrower owes Lender the principal sum of **NINE THOUSAND THREE HUNDRED SIXTY-TWO DOLLARS AND 5 CENTS** (U.S. \$9,362.05). 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, 2051**.

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, 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, warrant, grant and convey to the Lender, with power of sale, the following described property located in the County of **SUMMIT**, State of **OHIO**:

which has the address of, **1231 COVENTRY ST, AKRON, OHIO 44306** (herein "Property Address");

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

Tax Parcel No. 6835972; 6835973

Partial Claims Agreement 12052023\_105

Page 1

## Exhibit "E"

Tavia Galonski, Summit County Clerk of Courts

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 seized 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 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 4 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.

Borrower: BRITTANY TOLES

5/20/24  
Date

[Space Below This Line for Acknowledgments]

### BORROWER ACKNOWLEDGMENT

State of **OHIO**

County of Summit

The foregoing instrument was acknowledged before me this 05/20/2024 (date) by BRITTANY TOLES (name of person acknowledged)

This notarial act was an online notarial act.

M. Serratos  
Notary Public (signature)

Notary Printed Name: Miriam Serratos Hamdan

My Commission expires: 11/01/2025

Prepared by:  
**DANIEL SERRATOS**  
CLICK N' CLOSE, INC. F/K/A MID AMERICA  
MORTGAGE, INC.  
PO BOX 2229  
ADDISON, TX 75001-2229  
888-845-6535

RECORD AND RETURN TO:  
FIRST AMERICAN TITLE  
DTO REC., MAIL CODE: 4002  
4795 REGENT BLVD  
IRVING, TX 75063



Partial Claims Agreement 12052023\_105

Page 4

**EXHIBIT A****BORROWER(S): BRITTANY TOLES, AN UNMARRIED WOMAN****LOAN NUMBER:** [REDACTED]**LEGAL DESCRIPTION:**

The land referred to in this document is situated in the **CITY OF AKRON, COUNTY OF SUMMIT, STATE OF OHIO**, and described as follows:

AND KNOWN AS BEING ALL OF LOT 283 AND THE SOUTH 25 FEET AND REAR OF LOT 284 IN THE DYE AND ALLENS 1ST ADDITION TO LOVERS LANE ALLOTMENT, AS RECORDED IN PLAT BOOK 18, PAGE 28 OF SUMMIT COUNTY RECORDS, BE THE SAME MORE OR LESS, BUT SUBJECT TO ALL LEGAL HIGHWAYS.

**ALSO KNOWN AS: 1231 COVENTRY ST, AKRON, OHIO 44306**

Partial Claims Agreement 12052023\_105

[REDACTED]  
Page 5

**56923590**

Page 1 of 6

Summit Fiscal Officer KRISTEN M. SCALISE, CPA, CFE

Recording Fee: \$66.00 Recorded 01/02/2025 11:01:13 AM

Recording Requested By/Return To:  
**NATIONSTAR MORTGAGE LLC**  
D/B/A MR. COOPER  
999 TECH ROW, #200  
MADISON HEIGHTS, MICHIGAN  
48071

[Space Above This Line For Recording Data]

**PARTIAL CLAIM MORTGAGE**

FHA Case Number [REDACTED]

**Property Address: 1231 COVENTRY ST, AKRON, OHIO 44306**

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on the date of execution. The Mortgagor is BRITTANY TOLES, UNMARRIED, whose address is 1231 COVENTRY ST, AKRON, OHIO 44306 ("Borrower"). This Security Instrument is given to the Secretary of Housing and Urban Development, and whose address is 451 7th Street S.W., Washington, DC 20410 ("Lender"). Borrower owes Lender the principal sum of EIGHT THOUSAND SIX HUNDRED EIGHTY-SEVEN AND 01/100THS Dollars (U.S. \$8,687.01).

Notwithstanding the foregoing or any other provisions contained herein, if personal liability with respect to any amounts payable under the primary Note has been discharged in bankruptcy, Borrower and Lender understand and agree that nothing contained herein with respect to any amounts payable under this Note, shall be construed to impose personal liability to repay any such obligation in violation of such discharge. Borrower and Lender further understand and agree that to the extent that such personal liability with respect to any amounts payable under the primary Note has been discharged in bankruptcy, Borrower is entering into this Note voluntarily for the benefits to be obtained thereby and not as an affirmation of the debt evidenced by the primary Note, and that this Note, or any actions taken by Lender in relation to

91001215v24.2  
Version 12\_13\_2024\_14\_01\_43

(page 1 of 6)

**Exhibit "F"**

Loan Number [REDACTED]

this Note, does not constitute a demand for payment or any attempt to collect any such previously discharged obligation.

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 01, 2051.

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, 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, warrant, grant and convey to Lender, with the power of sale the following described property located in SUMMIT County, OHIO:

**LEGAL DESCRIPTION:**

SITUATED IN THE CITY OF AKRON, COUNTY OF SUMMIT AND STATE OF OHIO: AND KNOWN AS BEING ALL OF LOT 283 AND THE SOUTH 25 FEET AND REAR OF LOT 284 IN THE DYE AND ALLENS 1ST ADDITION TO LOVERS LANE ALLOTMENT, AS RECORDED IN PLAT BOOK 18, PAGE 28 OF SUMMIT COUNTY RECORDS, BE THE SAME MORE OR LESS, BUT SUBJECT TO ALL LEGAL HIGHWAYS.

Tax Parcel No.:

6835972; 6835973

which has the address of 1231 COVENTRY ST, AKRON, OHIO 44306 ("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 seized 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

91001215v24.2  
Version 12\_13\_2024\_14\_01\_43

(page 2 of 6)



Loan Number [REDACTED]

covering real property.

Borrower and Lender covenant and agree as follows:

**UNIFORM COVENANTS.**

**1. Payment of Principal.** Borrower shall pay the principal of the debt evidenced by the Note when due.

**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 Borrower, or 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 under the Note or this Security Instrument 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: U.S. Department of Housing and Urban Development, Attention: Single Family Notes Branch, 451 7th Street S.W., Washington, DC 20410 or any address Lender designates by notice to Borrower. Any notice provided



Loan Number [REDACTED]

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. If 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 that 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. Remedies.

**(a) Notice of Default.** Lender will give a notice of default to Borrower following Borrower's breach of any covenant or agreement in this Security Instrument. The notice will specify, in addition to any information required by applicable law: (i) the default; (ii) the action required to cure the default; (iii) that failure to cure the default on or before the date specified in the notice may result in foreclosure by judicial proceeding and sale of the Property; and (iv) Borrower's right to deny in the foreclosure proceeding the existence of a default or to assert any other defense of Borrower to foreclosure.

**(b) Foreclosure; Expenses.** If the default is not cured on or before the date specified in the notice, Lender may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding or in accordance with paragraph 7(c). Lender will be entitled to collect all expenses incurred in pursuing its remedies, including but not limited to: (i) reasonable attorneys' fees and costs to the extent permitted by applicable law, and as authorized by a court in the judicial foreclosure proceeding; and (ii) other fees incurred to protect Lender's interest in the Property and/or rights under this Security Instrument.

**(c) Secretary's Remedies.** Notwithstanding the foregoing paragraphs (a)-(b), if the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate



Loan Number [REDACTED]

payment in full under Paragraph 4 of the Note, 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 will deprive the Secretary of any rights otherwise available to a Lender under this section 7 or applicable law.

**8. Release.** Upon payment of all sums secured by this Security Instrument Lender will discharge this Security Instrument. Borrower will pay any recordation costs associated with such release. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

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

  
Borrower - BRITTANY TOLES

Date: 12/21/2024



Loan Number [REDACTED]

State of OHIO Summit  
County of Summit  
Enter County Here

The foregoing instrument was acknowledged before me this 21 day of  
December, 2024 by BRITTANY TOLES.

My Commission Expires: May 26, 2025 /and Dunn-Kovachic  
(Signature of person taking acknowledgment)

(Seal, if any, place below)



JANET DUNN-KOVACHIC  
NOTARY PUBLIC, STATE OF OHIO  
My Comm. Expires May 26, 2025

Print Notary Name Here

Title or rank: Notary Public

Janet Dunn-Kovachic

[ ] This certificate pertains to an electronic notarial act performed with the principal(s) appearing online using audio-video communication.

This instrument was prepared by:

YVONNE GARCIA, ASSISTANT SECRETARY

NATIONSTAR MORTGAGE LLC  
8950 CYPRESS WATERS BLVD.  
COPPELL, TX 75019

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Version 12\_13\_2024\_14\_01\_43

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