

PAVAN PARIKH HAMILTON COUNTY CLERK OF COURTS

COMMON PLEAS DIVISION

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August 1, 2023 10:51 AM
PAVAN PARIKH
Clerk of Courts
Hamilton County, Ohio
CONFIRMATION 1351123

BANKUNITED NA

A 2303246

vs.
MARCUS H SEBENS

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

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SMG/JK #17-01472 07/28/2023

IN THE COURT OF COMMON PLEAS, HAMILTON COUNTY, OHIO Civil Division

BANKUNITED N.A. : CASE NO.

c/o Carrington Mortgage Services, LLC :

1600 South Douglass Road, #200A : JUDGE

Anaheim, CA 92806

Plaintiff : <u>COMPLAINT FOR MONEY</u>,

: FORECLOSURE, AND OTHER

- vs - : <u>EQUITABLE RELIEF</u>

MARCUS H. SEBENS AKA : <u>PARCEL NUMBER:</u>

MARC SEBENS : <u>611-0080-0234-00</u> 9666 REXFORD DRIVE :

CINCINNATI, OH 45241 :

BETH MARIE SEBENS : 9666 REXFORD DRIVE :

CINCINNATI, OH 45241 :

COOPER CREEK CONDOMINIUM ASSOCIATION, INC. C/O AMY SCHOTT FERGUSON, S/A

10655 SPRINGFIELD PIKE CINCINNATI, OH 45215

UNITED STATES OF AMERICA, DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT C/O US ATTORNEY GENERAL 950 PENNSLYVANIA AVENUE WASHINGTON, DC 20530

UNITED STATES OF AMERICA, SECRETARY OF HOUSING AND URBAN DEVELOPMENT C/O US ATTORNEY GENERAL 221 EAST 4TH STREET CINCINNATI, OH 45202 UNITED STATES OF AMERICA,
DEPARTMENT OF THE TREASURYINTERNAL REVENUE SERVICE
C/O ATTORNEY GENERAL
US DEPARTMENT OF JUSTICE,
CONSTITUTION & 10TH STREET,
NW
ROOM 5111
WASHINGTON, DC 20530

UNITED STATES OF AMERICA, DEPARTMENT OF THE TREASURY-INTERNAL REVENUE SERVICE C/O US ATTORNEY, 221 EAST FOURTH STREET, SUITE 400 CINCINNATI, OH 45202

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

CAVALRY SPV I, LLC AS ASSIGNEE OF CITIBANK, N.A. C/O CT CORPORATION SYSTEM, S/A 4400 EASTON COMMONS WAY SUITE 125 COLUMBUS, OH 43219

Defendants

FIRST COUNT

1. Plaintiff is in possession and entitled to enforce a note executed by the Defendant, Marcus H. Sebens aka Marc Sebens, a copy of which is attached hereto as Exhibit "A". By reason of default under the terms of the note and the mortgage securing same, plaintiff has declared the debt evidenced by said note due, and there is due thereon \$288,064.76, together with interest at the rate of 7.0000% per year from March 1, 2023, as it may adjust to the terms of the loan modification, plus court costs, advances and other charges, as allowed by law. All conditions precedent required under the note, mortgage and other loan documents

THIS IS IN CONNECTION WITH THE COLLECTION OF A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

have been satisfied.

SECOND COUNT

- 2. Plaintiff incorporates the allegations of Count One and further states that it is the holder of a mortgage, a copy of which is attached hereto as Exhibit "B". The mortgage was given to secure payment of the above-described note, and said mortgage constitutes a valid first lien upon the real estate described in the correct legal description which is attached hereto as Exhibit "C".
- 3. The mortgage was filed for record on September 2, 2010, in Volume 11521, Page 461 of the county recorder's records and assigned to Plaintiff on April 17, 2019, and recorded on April 19, 2019, in Volume 13900, Page 01121 of the Hamilton County Records. The conditions of defeasance contained therein have been broken, and plaintiff is entitled to have said mortgage foreclosed.
- 4. Plaintiff says that the defendants herein may claim an interest in the subject property described in the subject mortgage.
- 5. Plaintiff states that the conditions of said Mortgage Deed have been broken, by reason of default in payment, and that the Mortgage Deed has therefore become absolute; Plaintiff has fulfilled all applicable conditions precedent; and Plaintiff is entitled to have the equity of redemption, if any, of the Defendants named herein foreclosed, and to have the subject real property appraised, advertised and sold, and the proceeds arising therefrom applied to the judgment of Plaintiff.
- 6. Plaintiff further states that three loan modifications were executed on said mortgage which are attached hereto as Exhibit's "D-F".

WHEREFORE, plaintiff prays for judgment against Defendant, Marcus H. Sebens aka Marc Sebens, in the amount of \$288,064.76, together with interest at the rate of 7.0000% per year from March 1, 2023, as it may adjust to the terms of the loan modification, plus costs, advances, and other charges, as allowed by law; that plaintiff's mortgage, be adjudged a valid first lien upon the real estate described

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herein, and that said mortgage be foreclosed; that said real property be ordered sold, and that plaintiff be paid out of the proceeds of such sale; for such other relief, legal and equitable, as may be proper and necessary; and that all the other defendants herein be required to set up their liens or interests in said real estate or be forever barred from asserting same.

Respectfully submitted,

Sandhu Law Group, LLC

David T. Brady (0073127)

Suzanne M. Godenswager (0086422) VSMb

Austin B. Barnes III (0052130)

Robert E. Daniell (0098708)

Adrienne S. Foster (0080011)

1213 Prospect Avenue, Suite 300

Cleveland, OH 44115

216-373-1001

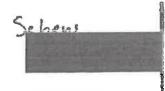
216-373-1002

sgodenswager@sandhu-law.com

Attorneys for Plaintiff

MIN#

NOTE



THA CASE NO.

August 24, 2010

9666 REXFORD DRIVE, CINCINNATI, OH 45241

[Proporty Address]

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means 1. PARTIES UNION SAVINGS BANK, A CORPORATION

and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST In secure for a loan received from Lender, Borrower promises to pay the principal sum of Three Hundred Dollars (U.S. \$ Seven Thousand, Nine Hundred Twenty-Eight and Nor100 plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the lonn percent (4.5000 %) per year until the full amount of proceeds by Lender, at the rais of Four and One-Hatf principal has been paid.

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

4. MANNER OF PAYMENT

Bonower shall make a payment of principal and interest to Leader on the first day of each month beginning on . Any principal and interest remaining on the first day of September, 2040 October 1, 2010 that date, which is called the "Maturity Date."

(B) Place Payment shall be made at 8534 E. KEMPER ROAD CINCINNATI, OHIO 45249

or at such other place as Lender may designate in writing by notice to Borrower.

1,660.23 . This amount will be part Each monthly payment of principal and interest will be in the amount of U.S. \$ of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

MULTISTATE FEA FIXED BATE NOTE

MULTISTATE (TEM 6432L1 (020379)

BreakDoos! (Page 1 of 3)

(D) Allonge to this Note for Payment if an allonge providing for payment allonge shall be incorporated into and shall Note. (Check applicable box.)	ent Adjustments adjustments is executed by Borrower together with this Note, the covenants of the adjustments is executed by Borrower together with this Note, the covenants of the amend and supplement the covenants of this Note as if the allonge were a part of this
Growing Equity Allunge	Graduated Payment Allungo
Other [specify]	

5. BORROWER'S RIGHT TO PREPAY

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

6. BORROWER'S FAILURE TO PAY

(A) Late Charge for Overdue Payments

If Lendor has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is one, Lender may collect a late charge in the amount of person (4.0006 %) of the overdue amount of each payment. FOUR

(B) Default

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

(C) Payment of Costs and Expenses

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

7. WAIVERS

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

GIVING OF NOTICES

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

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in

Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

multistate fha fixed rate note

KARK

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MULTISTATE

BY SIGNING BELOW, Borrower accepts and agrees to the ten Mono A (Seal) MARCUS H. SEBENS Borrower	ms and covenants contained in pages 1 through 3 of this Note. (Seal)
-Barrower	(Seal) Borower
——(Seal) -Eorroyee	(Seal) -Borrower
PAY TO THE ORDER OF FRANKLIN AMERICAN MORTG WITHOUT RECOURSE. THIS 24th DAY-OF August , 2010 UNION SAVINGS BANK A CORPORATION.	(Sign Original Only) AGE COMPANY
pay to the ORDER OF	Pay to the order of Banklof America, N.A. without recounter Franklin American Mortgage Company
WITHOUT RECOURSE BANK OF AMERICA, N.A. BY SERVINE SIGNAPUR SENIOR VICE PRESIDENT	Nick Davis, Lead Collateral Reviewer

E-FILED 08/01/2023 10:51 AM / CONFIRMATION 1351123 / A 2303246 / MAGISTRATE BERIDON / COMMON PLEAS DIVISION /

MULTISTATE FILA FEXED BATE NOTE

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Hamilton County Recorders Office
Doc 4: 10-0101792 Type: MT
Filed: 09/02/10 07:20:41 AM \$124.00
Off.Rec.: 11521 00461 F M50 14

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OPEN-END MORTGAGE

PROMINENT TITLE

FHA CASE NO.

THIS MORTGAGE ("Security Instrument") is given on August 24, 2010 MARCUS H. SEBENS, MARRIED AND BETH MARIE SEBENS, HIS WIFE, SIGNING SOLELY TO RELEASE HER DOWER RIGHTS HEREIN

. The mortgagor is

("Borrower"). This Security Instrument is given to Mortgage Electronic Registration Systems, Inc. ("MERS"). MERS is a separate corporation that is acting solely as 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.

UNION SAVINGS BANK, A CORPORATION

under the laws of THE STATE OF OHIO has an address of 8534 E. KEMPER ROAD CINCINNATI, OHIO 45249

("Lender") is organized and existing

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on September 1, 2040. This Security Instrument secures to Lender. (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and

OHIO FHA MORTGAGE

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OHIO-MERS ITEM 9690L1 (070709)

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(c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to 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 HAMILTON County, Ohio:

SEE ATTACHED EXHIBIT "A"

which has the address of 9666 REXFORD DRIVE

[Street]

CINCINNATI

[City]

, Ohio

45241 ("Property Address"); [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 or 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.

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

- Payment of Principal, Interest and Late Charge, Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.
- 2. Monthly Payment of Taxes, Insurance, and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or

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ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either. (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

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

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

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

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

<u>FIRST</u>, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

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

THIRD, to interest due under the Note;

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

FIFTH, to late charges due under the Note.

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

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed

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

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

- 5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances, Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property, Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.
- 6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.
- 7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

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

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

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

- 8. Fees. Lender may collect fees and charges authorized by the Secretary.
- 9. Grounds for Acceleration of Debt.
 - (a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:
 - (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
 - (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.
 - (b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (including section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:
 - (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
 - (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property, but his or her credit has not been approved in accordance with the requirements of the Secretary.
 - (c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.
 - (d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

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- (e) Mortgage Not Insured. Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.
- 10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.
- 11. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender

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designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

- 14. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
- Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- 16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

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

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

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

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

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

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy

OHIO FHA MORTGAGE

6/96

ITEM 9690L7 (070709)

GreatDocs® (Page 7 of 10)

of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

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

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

- 19. Release. Upon payment of all sums secured by this Security Instrument, Lender shall discharge this Security Instrument. 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.
- 20. 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, HAMILTON

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 of 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 paragraph 20 to acknowledge, affirm and comply with the provision of § 5301.233 of the Revised Code of Ohio.

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

Condominium Rider	Graduated Payment Rider
Growing Equity Rider	X Planned Unit Development Rider
Adjustable Rate Rider	Rehabilitation Loan Rider
Non-Owner Occupancy Rider	Other [Specify]

OHIO FHA MORTGAGE

6/96

ITEM 9690L8 (070709)

GreatDocs® (Page 8 of 10)

11521

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in pages 1 through 10 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Executed this 24th day of August, 20	010 .
MARCUS H. SEBENS -Borrower	BOTH MARIE SEBENS -Borrower
(Seal) -Borrower	(Seal)
is a significant s	
(Seal) -Borrower	(Seal) -Borrower

OHIO FHA MORTGAGE

TTEM 9690L9 (070709) 6/96

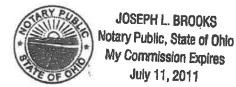
GreatDocs® (Page 9 of 10)

State of OHIO
County of HAMILTON

The foregoing instrument was acknowledged before me this August 24, 2010 MARCUS H. SEBENS

by

and BETH MARIE SEBENS



Notary Public

This instrument was prepared by: UNION SAVINGS BANK, A CORPORATION [Name]

After Recording Return To: Prominent Title Agency, LLC
7365 E. Kemper Rd., Suite B
Cincinnati, Ohio 45249

RTGAGE

ITEM 9690L10 (070709) 6/96

GreatDocs® (Page 10 of 10)

11521

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 24th day of August

2010 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to

UNION SAVINGS BANK, A CORPORATION

("Lender") of the same date and covering the property described in the Security Instrument and located at: 9666 REXFORD DRIVE, CINCINNATI, OH 45241

[Property Address]

The Property Address is a part of a planned unit development ("PUD") known as COOPER CREEK SUBDIVISION

[Name of Planned Unit Development Project]

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. So long as the Owners Association (or equivalent entity holding title to common areas and facilities), acting as trustee for the homeowners, maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the property located in the PUD, including all improvements now existing or hereafter erected on the mortgaged premises, and such policy is satisfactory to Lender and provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and other hazards included within the term "extended coverage," and loss by flood, to the extent required by the Secretary, then: (i) Lender waives the provision in Paragraph 2 of this Security Instrument for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property, and (ii) Borrower's obligation under Paragraph 4 of this Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy. Borrower shall give Lender prompt notice of any lapse in required hazard insurance proceeds in lieu of restoration or repair following a loss to the Property or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by this Security Instrument, with any excess paid to the entity legally entitled thereto.

B. Borrower promises to pay all dues and assessments imposed pursuant to the legal instruments creating and governing the PUD.

MULTISTATE FHA PLANNED UNIT DEVELOPMENT RIDER

2/91

ITEM 6543L1 (042809)

GreatDocs® (Page 1 of 3)

C. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph C shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

F MODELLE F

FHA PLANNED UNIT DEVELOPMENT RIDER

2/91

ITEM 6543L2 (042809)

GreatDocs® (Page 2 of 3)

BY SIGNING BELOW, Borrower accepts pages 1 through 3 of this Planned Unit Development Manage	Joth Marie Suber (Seal)
(Seal	
(Seal	
[ADD ANY NECESSARY ACK	[Sign Original Only] NOWLEDGEMENT PROVISIONS.]
FHA PLANNED UNIT DEVELO MULTISTATE ITEM 6543L3 (042809)	PMENT RIDER 2/91 GreatDocs® (Page 3 of 3)

EXHIBIT A PROPERTY DESCRIPTION

The land referred to in this Document is described as:

Situated in the County of Hamilton, in the State of Ohio and in the City of Cincinnati:

Situate in Section 27, Town 4, Entire Range 1, Miami Purchase and in the Village of Evendale, Hamilton County, Ohlo and being Lot 68 of Cooper Creek Subdivision, Block "A" as recorded in Plat Book 233 Pages 25-26 of the Hamilton County, Ohio Records.

Parcel ID: 611-80-234

More Commonly Known As: 9666 Rexford Drive, Cincinnati, OH 45241

₹= .A

Wayne Coates Hamilton County Recorders Office Doc #: 12-0074371 Type: AM Filed: 06/13/12 01:19:11 PM \$28. Off.Rec.: 12040 01741

1204001741F6

This space for Recorder's use

DoctDa

Tax ID:

611-80-234

Property Address: 9666 Rexford Dr Cincinnati, OH 45241-3364 OH0v2M-AM 17854723 6/1/2012 Recording Requested By: Bank of America Prepared By: **Bank of America** 800-444-4302 1800 Tapo Canyon Road Simi Valley, CA 93063

When recorded mail to: CoreLogic 450 E. Boundary St. Attn: Release Dept. Chapin, SC 29036

MIN #

MERS Phone #: 888-679-6377

ASSIGNMENT OF MORTGAGE

For Value Received, the undersigned holder of a Mortgage (herein "Assignor") whose address is 1901 E Voorhees Street, Suite C, Danville, IL 61834 does hereby grant, sell, assign, transfer and convey unto BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP whose address is C/O BAC, M/C: CA6-914-01-43, 1800 Tapo Canyon Road, Simi Valley, CA 93063 all beneficial interest under that certain Mortgage described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Mortgage.

Original Lender:

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS

NOMINEE FOR UNION SAVINGS BANK, A CORPORATION

Borrower(s):

MARCUS H. SEBENS, MARRIED AND BETH MARIE SEBENS, HIS WIFE,

SIGNING SOLELY TO RELEASE HER DOWER RIGHTS HEREIN 8/24/2010

Date of Mortgage:

\$307,928.00 Original Loan Amount:

Certificate of Title Number: NA

Recorded in HAMILTON County, OH on: 9/2/2010, book 11521, page 461 and instrument number 10-0101792

Property Legal Description:

THE LAND REFERRED TO IN THIS DOCUMENT IS DESCRIBED AS: SITUATED IN THE COUNTY OF HAMILTON, IN THE STATE OF OHIO AND IN THE CITY OF CINCINNATI: SITUATE IN SECTION 27, TOWN 4, ENTIRE RANGE 1, MIAMI PURCHASE AND IN THE VILLAGE OF EVENDALE, HAMILTON COUNTY, OHIO AND BEING LOT 68 OF COOPER CREEK SUBDIVISION, BLOCK "A" AS RECORDED IN PLAT BOOK 233 PAGES 25-26 OF THE HAMILTON COUNTY, OHIO RECORDS. PARCEL ID: 611-80-234 MORE COMMONLY KNOWN AS: 9666 REXFORD DRIVE, CINCINNATI, OH 45241

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Mortgage to be executed on JUN $0.5\,2012$

By:

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR UNION SAVINGS BANK, A CORPORATION

Larise

Larisa Post, Assistant Secretary

Pa A

State of California County of Ventura		
On JUN 0 5 2012 before me, appeared Larisa Post the person(s) whose name(s) is/are subscribed executed the same in his/her/their authorized of the person(s), or the entity upon behalf of which	, who proved to to the within instrument apacity(ies), and that by	me on the basis of satisfactory evidence to it and acknowledged to me that he/she/they y his/her/their signature(s) on the instrumen
I certify under PENALTY OF PERJURY uparagraph is true and correct.	nder the laws of the S	tate of California that the foregoing
Notary Public: Christy My Commission Expires: 12-05	// Morse (Seal)	CMRISTY MORSE Commission # 1915314 Motary Public - Celifornia Los Angeles County My Comm. Expires Dec 5, 2014

DocID#

2

Norbert A. Nadel Hamilton County Recorder's Office Doc #1 2019-0018837 Type: AN Filed: 03/13/19 02159:47 PN \$28.00 Off.Rec.: 13873 01857 F 2 362



PREPARED BY & RETURN TO: C. R. Hall 2860 Exchange Blvd. # 100 Southlake TX 76092

Assignment of Mortgage

Send Any Notices To Assignee.

For Valuable Consideration, the undersigned, BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP, FORMERLY KNOWN AS COUNTRYWIDE HOME LOANS SERVICING LP, 1600 SOUTH DOUGLASS ROAD, SUITE 200-A, ANAHEIM CA 92806 (Assignor) by these presents does assign, and set over, without recourse, to CARRINGTON MORTGAGE SERVICES, LLC 1600 South Douglass Road, Suite 200-A, Anaheim CA 92806 (Assignee) the described mortgage with all interest, all liteas, any rights due or to become due thereon, executed by MARCUS H. SEBENS, MARRIED AND BETH MARIE SEBENS, HIS WIFE, SIGNING SOLELY TO RELEASE HER DOWER RIGHTS HEREIN to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., (MERS) AS NOMINEE FOR UNION SAVINGS BANK, A CORPORATION ITS SUCCESSORS AND ASSIGNS. Said mortgage Dated: 8/24/2010 is recorded in the State of OH, County of Hamilton on 9/2/2010, as Book 11521 Page 00461 AMOUNT: \$307,928.00 SEE ATTACHED EXHIBIT A

Property Address: 9666 REXFORD DRIVE, CINCINNATI, OH 45241

IN WITNESS WHEREOF, the undersigned entity has caused this instrument to be executed by its proper signatory. Executed on: January 17, 2019
BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP, FORMERLY KNOWN AS COUNTRYWIDE HOME LOANS SERVICING LP,

BY CARRINGTON MORTGAGE SERVICES, LLC, AS ATTORNEY-IN-FACT

By:

Connie M. Riggsby, Vice President

State of TX County of Tarrant

On 01/17/2019, before me, the undersigned, personally appeared Connie M. Riggsby, who acknowledged that he/she is Vice President of/ BY CARRINGTON MORTGAGE SERVICES, LLC, AS ATTORNEY-IN-FACT for BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP, FORMERLY KNOWN AS COUNTRYWIDE HOME LOANS SERVICING LP, and that he/she executed the foregoing instrument and that such execution was done as the free act and deed of BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP, FORMERLY KNOWN AS COUNTRYWIDE HOME LOANS SERVICING LP BY CARRINGTON MORTGAGE SERVICES, LLC, AS ATTORNEY-IN-FACT.

ALLISON MARTIN
My Notary ID 8 151786977
Expires November 6, 2022

Notary public, Allison Martin

My commission expires: November 6, 2022

OH Hamilton

CMS/AOM/BANASALDATOURS

13873 01858

Exhibit A

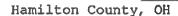
THE LAND REFERRED TO IN THIS DOCUMENT IS DESCRIBED AS:

SITUATED IN THE COUNTY OF HAMILTON, IN THE STATE OF OHIO AND IN THE CITY OF CINCINNATI:

SITUATE IN SECTION 27, TOWN 4, ENTIRE RANGE 1, MIAMI
PURCHASE AND IN THE VILLAGE OF EVENDALE, HAMILTON COUNTY,
OHIO AND BEING LOT 68 OF COOPER CREEK SUBDIVISION, BLOCK
"A" AS RECORDED IN PLAT BOOK 233 PAGES 25-26 OF THE
HAMILTON COUNTY OHIO RECORDS.

PARCEL ID: 611-80-234

MORE COMMONLY KNOWN AS: 9666 REXFORD DRIVE, CINCINNATI, OH 45241



Norbert A. Model Homilton County Recorder's Office Doc #: 2019-0029759 Type: AN Filed: 04/19/19 10:51:03 AM \$44.00 Dff.Rec.: 13900 01121 F 4 222



ASSIGNMENT OF MORTGAGE

ASSIGNOR: CARRINGTON MORTGAGE SERVICES, LLC
ASSIGNOR ADDRESS: 1600 SOUTH DOUGLASS ROAD #200A, ANAHEIM, CA 92806

HEREBY GRANTS, ASSIGNS, AND TRANSFERS TO:

ASSIGNEE: BANKUNITED, N.A.
ASSIGNEE ADDRESS: C/O CARRINGTON MORTGAGE SERVICES, LLC, 1600 SOUTH DOUGLASS ROAD
#200A, ANAHEIM, CA 92806

UNDER THAT CERTAIN MORTGAGE:

DATED: AUGUST 24, 2010
ORIGINAL LOAN AMOUNT: \$307,928.00
MORTGAGOR/BORROWER: MARCUS H. SEBENS, MARRIED AND BETH MARIE SEBENS, HIS WIFE,
SIGNING SOLELY TO RELEASE HER DOWER RIGHTS

RECORDED IN THE OFFICIAL REAL PROPERTY RECORDS OF HAMILTON COUNTY, OH RECORDED IN VOLUME 11521, PAGE 461 ON SEPTEMBER 02, 2010

PROPERTY ADDRESS: 9666 REXFORD DRIVE, CINCINNATI, OH 45241

DATED # 117, 2019	BY: 4 17 19 CARRINGTON MORTGAGE SERVICES, LLC NAME: Magda Awad TITLE: Default Supervisor-Foreclosure
SIGNED AND ACKNOWLEDGED IN THE PRESENCE	COF:
	BY: namah
WITNESS NAME: Traing Newman	WITNESS NAME MUDIC AMOID
STATE OF:	s =
COUNTY OF:	
WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUM	PERSONALLY KNOWN TO ME TO BE THE PERSON MENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR ED, EXECUTED THE INSTRUMENT.

NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE PREPARED BY: Sandhu Law Group, LLC

1213 Prospect Avenue, Suite 300 Cleveland, OH 44115

Mortgagor's Name: Marcus H. Sebens File no. 17-01472 Property Address: 9666 REXFORD DRIVE, CINCINNATI, OH 45241

See Attached

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

CALIFORNIA ALL -- PURPOSE

CERTIFICATE OF ACKNOWLEDGMENT

State of California	
County of Orange	
On 4/17/2019 before mersonally appeared. Magda A	re me, Carol A. Butler , Notary Public,
Mapda A	wad , recary I tolic,
	Trans. Carameter 18.
•	(s) whose name(s) is/are subscribed to the within instrument
and acknowledged to me that he/she/they exec	cuted the same in his/her/their authorized capacity(ies), and
that by his/ her/their signature(s) on the instr	ument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.	
person(s) about, vaccount are insulations.	
I certify under PENALTY OF PERJURY un paragraph is true and correct.	der the laws of the State of California that the foregoing
WITNESS my hand and official seal.	CARCLA, BUTLER Notary Public - California Orange County
Signature Oh	(Seal) Commission # 2257338 Ny Comm. Expires Oct 3, 2022
ADDITIONAL O	OPTIONAL INFORMATION
	INSTRUCTIONS FOR COMPLETING THIS FORM
DESCRIPTION OF THE ATTACHED DOCUMENT	Any echnosindepatur completed in California music contents variange exactly ex- coppours above in the motory section or a superate acknowledgment farm must be properly completed and attached to that decement. The only exception is if a
	document is to be recorded cutside of California. In such institution, any alternative
(Title or description of stacked document)	actionvolutigement varieties at may be provided on such a document to long on the workings door not require the notary to do samuelating that is lifeged for a movery to California (i.e. carrificing the attribution descript of the attribution carried spreaty of the attribution check the
(Title or description of stracked document continued)	document comfully for proper notation capacity of the separty. Heate check the document comfully for proper notation working and attack that form if required.
Number of Pages Document Date	 State and County information must be the State and County where the document
	signer(n) personally appeared before the notary public for acknowledgment. Dute of notarization must be the date (not the signer(n) personally appeared which
(Additional information)	must also be the same date the acknowledgment is completed. The notary public must point his or her name as it appears within his or her
	commission followed by a comma and then your side (notary public). • Fruit the name(s) of document signer(s) who personally appear at the time of
CAPACITY CLAIMED BY THE SIGNER	enterization. • Indicate the correct singular or plant forms by crossing off incorrect forms (i.e.
☐ Individual (3)	he/she/they,- is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
Corporate Officer	 The noney seal impression must be clear and phonographically reproducible. Impression must not cover text or lines. If real impression amudges, re-used if a
(Title) Partner(s)	sufficient area permin, otherwise complete a different acknowledgment form. * Signature of the notary public must much the signature on file with the office of
Attorney-in-Fact	the county clerk. 4 Additional information is not required but could help to ensure this
☐ Trustee(s)	acknowledgment is not mismed or attached to a different document
☐ Other	 Indicate title or type of attached document, number of pages and date. Indicate the capacity claimed by the signer. If the claimed expanity is a
	corporate officer, indicate the title (i.e. CEO, CFO, Secretary). Securely attach this document to the planed document
	Control of Control of the Section of the Section of Sec

13900 01124

DESCRIPTION OF LAND

SITUATE IN SECTION 27, TOWN 4, ENTIRE RANGE 1, MIAMI PURCHASE AND IN THE VILLAGE OF EVENDALE, HAMILTON COUNTY, OHIO, AND BEING LOT 68 OF COOPER CREEK SUBDIVISION, BLOCK "A" AS RECORDED IN PLAT BOOK 233 PAGES 25-26 OF HAMILTON COUNTY, OHIO RECORDS.

Permanent Parcel No.: 611-0080-0234-00

Premises commonly known as: 9666 Rexford Drive, Cincinnati, OH 45241

SITUATED IN THE COUNTY OF HAMILTON, IN THE STATE OF OHIO AND IN THE CITY OF CINCINNATI:

SITUATE IN SECTION 27, TOWN 4, ENTIRE RANGE 1, MIAMI PURCHASE AND IN THE VILLAGE OF EVENDALE, HAMILTON COUNTY, OHIO AND BEING LOT 68 OF COOPER CREEK SUBDIVISION, BLOCK "A" AS RECORDED IN PLAT BOOK 233 PAGES 25-26 OF THE HAMILTON COUNTY, OHIO RECORDS.

For Informational Purposes Only:

Permanent Parcel No.: 611-0080-0234-00

Premises commonly known as: 9666 Rexford Drive, Cincinnati, OH 45241



Wayne Coates
Hamilton County Recorder's Office
Doc 4: 16-31666 Type: MT
Filed: 04/13/16 08:07:10 AM \$84.00



Investor Loan #

When Recorded Return To:

Bank of America, N.A. 11802 Ridge Parkway, Ste 100 HRM Broomfield, CO 80021

Recording Requested By:

Bank of America, N.A.

Document N

Prepared by: Cyuthia Blair-Hoover
Bank of America, N.A.

11802 Ridge Parkway, Suite 100
Broomfield, CO 80021

ORIG.MTG\$ 307, 928.00

NEW MTG\$ 228, 722.66

NEW MONEY \$ O.D

Space Above for Recorder's Use ____

LOAN MODIFICATION AGREEMENT (FHA Insured) (FHA-HAMP with Partial Claim)

APN:

Borrower ("1"): Marcus H Sebens (Marked)

Lender or Servicer ("Lender"): Bank of America, N.A.

Date of first-lien mortgage, deed of trust, or security deed ("Mortgage") and Note ("Note"): August 24, 2010

FHA Loan Numbe

Property Address ("Property"): 9666 Rexford Drive, Cincinnati, OH 45241

PREV. Rec. Info: 9/2/2010 BK: 11521 PG: 461

INST. #: 10-0101792

EXHIBIT

See attached Exhibit "A" for Legal Description

Recording information: Mortgage dated _ 8 ん24 / 201	in principal sum of
\$307 936.00 and recorded in Ham Litary DH	(County and State or
Other Jurisdiction) on 9/2/2010 in Liber/Book //52	/, Page(s)
Instrument Number 10-0101392	

Important Disclosures: The Federal Housing Administration (FHA) requires that Lender provide you with information to help you understand the modified mortgage and partial claim terms that are being offered to you. Lender must timely provide you with clear and understandable written information about the terms, costs, and risks of the modified mortgage and partial claim to enable Borrower to make informed decisions. This information is included below. Please read it carefully.

If my representations in Section 1 are still true in all material respects and if I have satisfied all of the preconditions in Section 2, this Loan Modification Agreement ("Agreement") will, as set forth in Section 3, modify (1) the Mortgage on the Property and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are called the "Loan Documents." If there is more than one borrower or mortgagor executing this document, each is referred to as "I," "my" includes "our," and the singular includes the plural and vice versa. Capitalized terms used in this Agreement and not otherwise defined have the meanings set forth in the Mortgage and/or Note, as applicable.

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

- A. I am experiencing a financial hardship caused by a verifiable loss of income or increase in living expenses. As a result, (1) I am in default under the Loan Documents and (2) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments due under the Loan Documents.
- B. I live in, and plan to continue to live in, the Property as my principal residence. The Property has not been condemned and has no material adverse physical condition(s). The Property has no more than four units.
- C. i am not a borrower on any other FHA-insured mortgage.
- D. Except as approved in writing by the FHA or Lender, there has been no change in the ownership of the Property after I signed the Loan Documents.
- E. Under penalty of perjury, I provided Lender with full and complete information that, when provided, accurately stated my income, expenses, and assets. To the extent requested by Lender, I provided documents that supported that information. However, I was not required to disclose child support or alimony, unless I chose to rely on such income to qualify for the FHA-Home Affordable Modification Program ("Program") or for another loss mitigation option.

- F. I have made the trial period plan payments required under the Program.
- G. I currently have sufficient income to support the financial obligations under the Loan Documents, as modified by this Agreement.
- H. If I received a discharge in a Chapter 7 Bankruptcy proceeding subsequent to the execution of the Loan Documents, Lender agrees that I will not have personal liability on the debt pursuant to this Agreement.
- Acknowledgements and Preconditions to Modification. I understand, acknowledge, and agree:
 - A. As a precondition to receiving this proposed modification of the Loan Documents, I must accept and fully execute the FHA's required subordinate mortgage loan (also called a Partial Claim Note and Security Instrument). I have reviewed and approved the terms of such subordinate loan.
 - B. Lender has no obligation to make any modification of the Loan Documents if I any of the requirements under this Agreement has not been met.
 - C. Prior to the Modification Effective Date (as defined in Section 3), if Lender determines that any of my representations in Section 1 are no longer true and correct, (1) the Loan Documents will not be modified, (2) this Agreement will not be valid, and (3) Lender will have all of the rights and remedies provided by the Loan Documents.
 - D. The Loan Documents will not be modified unless and until (1) Lender approves this Agreement and (2) the Modification Effective Date (as defined in Section 3 below) has occurred.
- 3. The Modification. Lunderstand, acknowledge, and agree:
 - A. If all of my representations in Section 1 above continue to be true and correct and all preconditions to the modification set forth in Section 2 above have been met, the Loan Documents will automatically become modified on April 1, 2018 (the "Modification Effective Date") and all unpaid late charges that remain unpaid will be waived. If I have failed to make any payments that are a precondition to this modification, this modification will not take effect.
 - B. The new Maturity Date will be March 1, 2046.

- C. The new principal balance of my Note will be \$228,722.66 (the "New Principal Balance"). In servicing your loan, the Bank may have incurred third-party fees or charges that were not included in the terms of this Agreement. If so, these fees and charges will appear on your monthly statement under "Fees and Charges." These fees and charges will not accrue interest or late fees. You may pay these fees and charges at any time. If not previously paid, you must pay these fees and charges at the earliest of (1) the date you sell or transfer an interest in the Property, (2) the date you pay the entire New Principal Balance, or (3) the Maturity Date.
- D. I promise to pay the New Principal Balance, plus interest, to the order of Lender.
- E. The annual interest rate on the New Principal Balance will be 4.250%, beginning March 1, 2016, both before and after any new default. This fixed interest rate will remain in effect until the principal and interest and all of the obligations due under the Modified Loan Documents are paid in full.
- F. On April 1, 2016 and on the first day of each month thereafter until all of the obligations due under the Modified Loan Documents are paid in full, Borrower must make monthly payments of \$1,740.21 (each, a "Monthly Payment"). Each Monthly Payment includes principal and interest of \$1,125.18, plus the current required escrow payment of \$615.03. My required escrow payments will likely adjust periodically in accordance with applicable law. If an escrow adjustment occurs, my total monthly payment would change accordingly.
- G. I will be in default if I do not comply with the terms of the Modified Loan Documents.
- 4. Additional Agreements. I understand and agree:
 - A. I accept the risks of entering into this Agreement. These risks include (but are not limited to):
 - (1) The FHA's subordinate lien will require a balloon payment when I pay off, sell, or refinance the Property, which may make these things more difficult to do. The FHA's subordinate lien may also make it more difficult to get additional subordinate lien financing.
 - (2) My modified loan will have a fixed interest rate that will not change. As a result, if the interest rate in my Loan Documents could go up and down based on changes in an index, my new fixed interest rate might sometimes be higher than I would have paid before this modification.
 - B. I authorize Lender to attach an Exhibit A to this loan modification, which will include a Legal Description, recording information of the original security instrument, and any other relevant information required by a County Clerk (or other recordation office) to allow for recording if and when Lender seeks

Pager

PRG 0187 G3_7528-90

recordation.

- C. All persons who signed the Loan Documents or their authorized representative(s) have signed this Agreement, unless (1) a borrower or co-borrower is deceased; (2) the borrower and co-borrower are divorced and the Property has been transferred to one spouse in the divorce decree, in which event the spouse who no longer has an interest in the Property need not sign this Agreement (although the non-signing spouse may continue to be held liable for the obligation under the Loan Documents); or (3) Lender waived this requirement in writing.
- D. This Agreement supersedes the terms of any modification, forbearance, trial period plan, or workout plan that I entered into with Lender before the date of this Agreement.
- E. All terms and provisions of the Loan Documents, except as expressly modified by this Agreement, remain in full force and effect and I will comply, with all covenants, agreements, and requirements of the Loan Documents, including (but not limited to) my agreement to pay all taxes, insurance premiums, assessments, Escrow Items, impounds, and all other similar obligations, the amounts of which may change in accordance with the terms of my Modified Loan Documents.
- F. The Modified Loan Documents are duly valid, binding agreements, enforceable in accordance with their terms and are hereby ratified and confirmed.
- G. I will fully cooperate with Lender in obtaining any title endorsement(s) or similar title insurance product(s) and/or any subordination agreement(s) that are necessary or required by Lender's procedures and/or the Program to ensure that the Mortgage, as modified by this Agreement, is in first-priority lien position and is fully enforceable. The terms of this Agreement will not become effective, and this Agreement will be null and void, if Lender does not receive such title endorsement(s), title insurance product(s), and/or subordination agreement(s) on or before the Modification Effective Date.
- H. I know that I am only entitled to loss mitigation terms that comply with the Program. Therefore, if Lender discovers any error in the terms of this Agreement or in the FHA's required subordinate mortgage loan, I authorize the Lender to advise me of the error. If I do not accept the corrected terms, at Lender's option, this Agreement becomes void and of no legal effect. If I accept the corrected terms, I will execute and promptly return to Lender the revised and additional documents that will (1) consummate the intended terms and conditions of this Agreement (a "Corrected Agreement"). If I do not sign and deliver a Corrected Agreement or any additional document required by Lender to comply with the Program, the terms of the original Loan Documents shall continue in full force and effect, such terms will not be modified by this Agreement, and I may not be eligible for the Program.

Page

PKG 0197 C3_7528-90

- Lender will collect and record, as applicable, personal information about me, including, but not limited to, my name, address, telephone number, social security number, credit score, income, payment history, government monitoring information, and information about account balances and activity ("Personal Information"). In addition, I consent to the disclosure of my Personal Information and the terms of the trial period plan and this Agreement by Lender to (1) any investor, insurer, guarantor, or servicer that owns, insures, guarantees, or services my first lien or subordinate lien (if applicable) mortgage loan(s), (2) companies that perform support services for the Program, and (3) any HUD-certified housing counseling agency.
- J. If any document related to the Loan Documents and/or this Agreement is lost, misplaced, or otherwise missing, I will comply with Lender's request to execute, acknowledge, initial, and deliver to Lender any documents Lender deems necessary ("Replacement Documents"). I will deliver the Replacement Documents to Lender within ten days after I receive Lender's written request for such Replacement Documents.

in Witness Whereof, the Lender and I have executed this Agreement. (Signatures must be signed exactly as printed, original signature required, no photocopies accepted)

Marcus H Sebens (Marked)

(Must Be Signed Exactly As Printed)

03/30/2016 MM/DDYYYY

[Space below this line for Acknowledgement]

STATE OF This COUNTY OF Hamilton

On the 30 day of Manh in the year 30 before me, 50 W. 016
Notary Public, personally appeared Marcus H Sebens, personally known to me (or proved to me on the basis of satisfactory evidence) 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(ies), and that by his/her/their signature(s) on the instrument, the person, or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_Notary Signature

Notary Public Printed Name

Notary Public Commission Expiration Date

DO NOT WRITE BELOW THIS LINE.				
THIS SECTION IS FOR INTERNAL USE ONLY				
Bank of America, N.A., for itself or as successor by merger to BAC Home Loans Servicing, LP By: Urban Settlement Services, LLC, its attorney in fact				
Dated: APR 0 4 2016				
Name: LAURA DUNNELL				
Title: Assistant Secretary				
[Space below this line for Acknowledgement] STATE OF[Space below this line for Acknowledgement] COUNTY OF[Space below this line for Acknowledgement]				
On 4 day of Anti in the year Zold before me, Zachary G Camp Notary Public, personally appeared I AURA DUNNEL! Assistant Secretary of Urban Settlement Services, LLC., attorney in fact for Bank of America, N.A., personally known to me (or proved to me on the basis of satisfactory evidence) 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(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and official seal. Notary Signature				
Zachary G Camp Notary Public Printed Name Please Seal Here				
FEB 1 3 2017 Notary Public Commission Expiration Date				
ZACHARY G CAMP NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20134000623 COMMISSION EXPIRES FEB. 13, 2017				

PKG 019 / C3_/628-90

Exhibit A

Legal Description

Situated in the County of Hamilton, in the State of Ohlo and in the City of Cincinnati:

Situate in Section 27, Town 4, Entire Range 1, Miami Purchase and in the Village of Evendale, Hamilton County, Ohio and being Lot 68 of Cooper Creek Subdivision, Block "A" as recorded in Plat Book 233 Pages 25-26 of the Hamilton County, Ohio Records.

Parcel ID: 611-80-234

More Commonly Known As: 9666 Rexford Drive, Circinnati, OH 45241

Norbert A Nadel Hamilton County Recorder's Office Doc #: 2018-0076249 Type: MT Filed: 08/29/18 07:52:10 AM \$60.00 Off. Rec.: 13742 00379 F 6 60

This Document Prepared By:
MONICA VELA
CARRINGTON MORTGAGE SERVICES, LLC
CARRINGTON DOCUMENT SERVICES
ANAHEIM, CA 92806
1-866-874-5860

When Recorded Mail To: CARRINGTON MORTGAGE SERVICES, LLC CARRINGTON DOCUMENT SERVICES 1600 SOUTH DOUGLASS ROAD, SUITE 200A ANAHEIM, CA 92806

Tax/Parcel #: 611-0080-0234-00

___ [Space Above This Line for Recording Data]

Original Principal Amount: \$307,928.00 Unpaid Principal Amount: \$223,876.83 New Principal Amount: \$245,045.20 New Money (Cap): \$21,168.37



LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 6TH day of AUGUST, 2018, between MARC SEBENS, MARRIED AND BETH MARIE SEBENS, HIS WIFE, SIGNING SOLELY TO RELEASE HER DOWER RIGHTS HEREIN ("Borrower"), whose address is 9666 REXFORD DRIVE, CINCINNATI, OHIO 45241 and CARRINGTON MORTGAGE SERVICES, LLC AS SERVICER AND AUTHORIZED AGENT OF BANK OF AMERICA, N.A. ("Lender"), whose address is 1660 SOUTH DOUGLASS ROAD, SUITE 200A, ANAHEIM, CA 92806 amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated AUGUST 24, 2010 and recorded on SEPTEMBER 2, 2010 in BOOK 11521 PAGE 00461, DOC#10-0101792, HAMILTON COUNTY, OHIO, and (2) the Note, in the original principal amount of U.S. \$307,928.00, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property," located at 9666 REXFORD DRIVE, CINCINNATI, OHIO 45241

Carrington Custom Loan Modification Agreement 07042018_307

Page 1



the real property described is located in HAMILTON COUNTY, OHIO and being set forth as follows:

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

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

- As of, AUGUST 1, 2018 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$245,045.20, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. \$21,168.37 and other amounts capitalized, which is limited to escrows and any legal fees and related foreclosure costs that may have been accrued for work completed.
- Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 4.7500%, from AUGUST 1, 2018. The yearly rate of 4.7500% will remain in effect until principal and interest are paid in full.

Borrower promises to make the total modified monthly mortgage payment of U.S. \$1,792.91, beginning on the 1ST day of SEPTEMBER, 2018, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. Borrower's payment consists of payments for principal and interest of U.S. \$1,278.28, plus payments for property taxes, hazard insurance, and any other permissible escrow items of US \$514.63. Borrower understands that the modified monthly mortgage payment is subject to change if there is an increase or decrease in property taxes, insurance, or any other permissible escrow items. If on AUGUST 1, 2048 (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.

- 3. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may require immediate payment in full of all sums secured by this Security Instrument.
 - If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.
- 4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever cancelled, null and void, as of the date specified in Paragraph No. 1 above:
 - (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
 - (b) all terms and provisions of any adjustable rate rider, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
- 5. If the Borrower is currently subject to the protections of any automatic stay in bankruptcy, or have

Carrington Custom Loan Modification Agreement 07042018_307

Page 2

obtained a discharge in bankruptcy proceeding without reaffirming the mortgage loan debt, nothing in this Agreement or any other document executed in connection with this Agreement shall be construed as an attempt by Lender to impose personal liability under the Note and Deed of Trust/Mortgage and Promissory Note/Subordinate Mortgage. In such case, this Agreement is entered into in the ordinary course of business between the Lender and the Borrower in lieu of pursuit of in rem relief to enforce the lien. This Agreement does not revive the Borrower's personal liability under the Note and Deed of Trust/Mortgage and Promissory Note/Subordinate Mortgage, nor is it an attempt to collect, recover or offset any such debt as a personal liability of Borrower under the Note and Deed of Trust/Mortgage and Subordinate Note/Mortgage.

- 6. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument, Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.
- 7. Borrower agrees to make and execute other documents or papers as may be necessary to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.
- 8. Borrower agrees that any costs, fees and/or expenses incurred in connection with servicing the loan that may be legally charged to the account, but have not been charged to the account as of the Modification Effective Date, may be charged to the account at a later date and shall be the Borrower's responsibility to pay in full. For example, if the loan is in foreclosure there may be foreclosure fees and costs that have been incurred but not yet assessed to the account as of the date the Modification Effective Date; Borrower will remain liable for any such costs, fees and/or expenses.

Carrington Custom Loan Modification Agreement 07042018_307

In Witness Whereof, I have executed this Agreement.	olan lice
Hlow Abra	0/22/18
Borrower, MARC SEBENS	Date
YOUR MANUEL XVILLANCE	7-22-201
Borrower: BETH MARIE SEBENS	Date
[Space Below This Line for A	cknowledgments]
BORROWER ACKNOWLEDGMENT	
State of OHIO	
County of Hamilton	2018
County of Dani 15/1 The foregoing instrument was acknowledged before me this	A77 (do 11 1010
The foregoing instrument was acknowledged before me this	DI I Lot Olly Il Trigring (date) by
MARC SEBENS, BETH MARIE SEBENS (name of pers	on acknowledged) (/ * * * * * * * * * * * * * * * * * *
FX Stadley minimum	
Notary Public	
Printed Name: FREAERIC X.	FREDERIC X. SHADLEY, Allomey at Law
SHADLEY	Notary Public, State of Ohio My Commission Has No Emiration Date
My Commission expires: Never	Section 147.03
Prepared by:	RECORD AND RETURN TO:
MONICA VELA CARRINGTON MORTGAGE SERVICES, L'ECHIVILLE CARRINGTON DOCUMENT SERVICES	CARRINGTON MORTGAGE SERVICES, LLC
CARRINGTON MORTGAGE SERVICES, L'ECTIVITÉ	CARRINGTON DOCUMENT SERVICES
	1600 SOUTH DOUGLASS ROAD, SUITE
1600 SOUTH DOUGLASS ROAD, SUITE 200A	200A
ANAHEIM, CA 92806	ANAHEIM, CA 92806
1-866-874-5860	

Carrington Custom Loan Modification Agreement 07042018_307

In Witness Whereof, the Lender has executed this Agree	sment.
CARRINGTON MORTGAGE SERVICES, LLC AS BANK OF AMERICA, N.A.	SERVICER AND AUTHORIZED AGENT OF
26	8-27-18
By Sustin Covington, Director Special Servicing (print name For Carrington Mortgage Services, LLC Attoritis) A Fact) Date
[Space Below This Line	for Acknowledgments]
LENDER ACKNOWLEDGMENT	
A notary public or other officer completing this certificate signed the document to which this certificate is attached document.	
State of California County of OVASS)	
on 3-7-18 before me lia personally appeared Justin Covington proved to me on the basis of satisfactory evidence to be within instrument and acknowledged to me that he she/ti capacity (iss), and that by his/her/their signature(1) on the which the personals acted, executed the instrument.	hey executed the same in his her/their authorized
I certify under PENALTY OF PERJURY under the laws is true and correct.	of the State of California that the foregoing paragraph
WITNESS my hand and official seal Signature Of Notary Public	ILIANA ALLENDE Notary Public - Celifornia Orange Courty Commission # 2230717 My Comm. Expires Feb 9, 2022
Carrington Custom Loan Modification Agreement 07042018_307	
	Page 5

EXHIBIT A

BORROWER(S): MARC SEBENS, MARRIED AND BETH MARIE SEBENS, HIS WIFE , SIGNING SOLELY TO RELEASE HER DOWER RIGHTS HEREIN

LOAN NUMBER

LEGAL DESCRIPTION:

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

SITUATE IN SECTION 27, TOWN 4, ENTIRE RANGE 1, MIAMI PURCHASE AND IN THE VILLAGE
OF EVENDALE, HAMILTON COUNTY, OHIO, AND BEING LOT 68 OF COOPER CREEK
SUBDIVISION, BLOCK "A" AS RECORDED IN PLAT BOOK 233 PAGES 25-26 OF THE

HAMILTON COUNTY, OHIO RECORDS.

ALSO KNOWN AS: 9666 REXFORD DRIVE, CINCINNATI, OHIO 45241

Carrington Custom Loan Modification Agreement 07042018_307

Page 6

This Document Prepared By:
MONICA VELA
CARRINGTON MORTGAGE SERVICES, LLC
CARRINGTON DOCUMENT SERVICES
ANAHEIM, CA 92806
1-866-874-5860

When Recorded Mail To:
CARRINGTON MORTGAGE SERVICES, LLC
C/O LOSS MITIGATION POST CLOSING DEPARTMENT
1600 SOUTH DOUGLASS ROAD, SUITES 110 & 200-A
ANAHEIM, CA 92806

Tax/Parcel #: 611-0080-0234-00

Original Principal Amount: \$307,928.00 Unpaid Principal Amount: \$238,242.64 New Principal Amount: \$289,020.76 New Money (Cap): \$50,778.12

Loan N

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 26TH day of OCTOBER, 2022, between MARC SEBENS AKA MARCUS H SEBENS A MARRIED MAN ("Borrower"), whose address is 9666 REXFORD DRIVE, CINCINNATI, OHIO 45241 and CARRINGTON MORTGAGE SERVICES, LLC AS SERVICER AND AUTHORIZED AGENT OF BANKUNITED, N.A. ("Lender"), whose address is 1600 SOUTH DOUGLASS ROAD, SUITES 110 & 200-A, ANAHEIM, CA 92806 amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated AUGUST 24, 2010 and recorded on SEPTEMBER 2, 2010 in INSTRUMENT NO. 10-0101792 BOOK 11521 PAGE 461, HAMILTON COUNTY, OHIO, and (2) the Note, in the original principal amount of U.S. \$307,928.00, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property," located at 9666 REXFORD DRIVE, CINCINNATI, OHIO 45241

Carrington Custom Loan Modification Agreement 02232022_307

Page 1



the real property described is located in HAMILTON County, OHIO and being set forth as follows:

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

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

- 1. As of, NOVEMBER 1, 2022 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$289,020.76, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. \$50,778.12 and other amounts capitalized, which is limited to escrows and any legal fees and related foreclosure costs that may have been accrued for work completed.
- 2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 7.0000%, from NOVEMBER 1, 2022. The yearly rate of 7.0000% will remain in effect until principal and interest are paid in full.

Borrower promises to make the total modified monthly mortgage payment of U.S. \$2,453.44, beginning on the 1ST day of DECEMBER, 2022, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. Borrower's payment consists of payments for principal and interest of U.S. \$1,922.87, plus payments for property taxes, hazard insurance, and any other permissible escrow items of US \$530.57. Borrower understands that the modified monthly mortgage payment is subject to change if there is an increase or decrease in property taxes, insurance, or any other permissible escrow items. The escrow payments may be adjusted periodically in accordance with applicable law and therefore the total monthly payment may change accordingly. If on NOVEMBER 1, 2052 (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.

- 3. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may require immediate payment in full of all sums secured by this Security Instrument.
 - If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.
- 4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever cancelled, null and void, as of the date specified in Paragraph No. 1 above:
 - (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
 - (b) all terms and provisions of any adjustable rate rider, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

Carrington Custom Loan Modification Agreement 02232022_307

- 5. If the Borrower is currently subject to the protections of any automatic stay in bankruptcy, or have obtained a discharge in bankruptcy proceeding without reaffirming the mortgage loan debt, nothing in this Agreement or any other document executed in connection with this Agreement shall be construed as an attempt by Lender to impose personal liability under the Note and Deed of Trust/Mortgage. In such case, this Agreement is entered into in the ordinary course of business between the Lender and the Borrower in lieu of pursuit of in rem relief to enforce the lien. This Agreement does not revive the Borrower's personal liability under the Note and Deed of Trust/Mortgage, nor is it an attempt to collect, recover or offset any such debt as a personal liability of Borrower under the Note and Deed of Trust/Mortgage.
- 6. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.
- 7. Borrower agrees to make and execute other documents or papers as may be necessary to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.
- 8. Borrower agrees that any costs, fees and/or expenses incurred in connection with servicing the loan that may be legally charged to the account, but have not been charged to the account as of the Modification Effective Date, may be charged to the account at a later date and shall be the Borrower's responsibility to pay in full. For example, if the loan is in foreclosure there may be foreclosure fees and costs that have been incurred but not yet assessed to the account as of the date the Modification Effective Date; Borrower will remain liable for any such costs, fees and/or expenses.



In Witness Whereof, I have executed this Agreement.	1/s/2012
Borrower: MARC SEBENS AKA MARCUS H SEBENS	Date
Space Below This Line for	Acknowledgments]
BORROWER ACKNOWLEDGMENT	
State of OHIO	
County of HAMILTON	
The female and before	re me this 300 day of November, 2022
(date) by MARC SEBENS AKA MARCUS H SI	FRENS (name of person acknowledged)
(date) by MARC SEDENS ARA MARCOS II SI	2012/15 (name of person acknowledged)
	With the state of
Notary Public	Nicholae A. Zingarelli, Attorney At Law
Printed Name: NICHCIAS ZINGARE	NOTARY PUBLIC - STATE OF OHIO
· ·	My commission has no expiration date Sec. 147.03 R.C.
My Commission expires: \(\sum /A \)	
	The OF LOWER PROPERTY OF THE P
Prepared by:	RECORD AND RETURN TO:
MONICA VELA	CARRINGTON MORTGAGE
CARRINGTON MORTGAGE SERVICES, LLC	SERVICES, LLC
CARRINGTON DOCUMENT SERVICES	C/O LOSS MITIGATION POST
1600 SOUTH DOUGLASS ROAD, SUITES	CLOSING DEPARTMENT
110 & 200-A	1600 SOUTH DOUGLASS ROAD,
ANAHEIM, CA 92806	SUITES 110 & 200-A
1-866-874-5860	ANAHEIM, CA 92806

Carrington Custom Loan Modification Agreement 02232022_307



In Witness Whereof, the Lender has executed this Agreement. CARRINGTON MORTGAGE SERVICES, LLC AS SERVICER AND AUTHORIZED AGENT OF BANKUNITED, N.A. Date By (print name) (title) [Space Below This Line for Acknowledgments] ____ LENDER ACKNOWLEDGMENT A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. State of _____ County of ____ before me Notary , who proved to me on Public, personally appeared the basis of satisfactory evidence 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(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. (Seal) Signature Signature of Notary Public Carrington Custom Loan Modification Agreement 02232022_307 Page 5

EXHIBIT A

BORROWER(S): MARC SEBENS AKA MARCUS H SEBENS A MARRIED MAN

LOAN NUMBER

LEGAL DESCRIPTION:

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

SITUATE IN SECTION 27, TOWN 4, ENTIRE RANGE 1, MIAMI PURCHASE AND IN THE VILLAGE OF EVENDALE, HAMILTON COUNTY, OHIO, AND BEING LOT 68 OF COOPER CREEK SUBDIVISION, BLOCK "A" AS RECORDED IN PLAT BOOK 233 PAGES 25-26 OF THE HAMILTON COUNTY, OHIO RECORDS.

ALSO KNOWN AS: 9666 REXFORD DRIVE, CINCINNATI, OHIO 45241

Carrington Custom Loan Modification Agreement 02232022_307

Page 6

Date: OCTORER 26, 2022 Loan Numbe

Lender: CARRINGTON MORTGAGE SERVICES, LLC AS SERVICER AND AUTHORIZED AGENT

OF BANKUNITED, N.A.

Borrower: MARC SEBENS AKA MARCUS H SEBENS

Property Address: 9666 REXFORD DRIVE, CINCINNATI, OHIO 45241

NOTICE OF NO ORAL AGREEMENTS

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO ORAL AGREEMENTS BETWEEN THE PARTIES.

Receipt of Notice. The undersigned hereby admit to having each received and read a copy of this Notice on or before execution of the Loan Agreement. "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods or any other thing of value or to otherwise extend credit or make a financial accommodation.

Borrower: MARC SEBENS AKA MARCUS H SEBENS

Date

Carrington Custom Loan Modification Agreement 02232022_307

Page 7

Date: OCTOBER 26, 2022 Loan Number

Lender: CARRING ION MORTGAGE SERVICES, LLC AS SERVICER AND AUTHORIZED AGENT

OF BANKUNITED, N.A.

Borrower: MARC SEBENS AKA MARCUS H SEBENS

Property Address: 9666 REXFORD DRIVE, CINCINNATI, OHIO 45241

ERRORS AND OMISSIONS COMPLIANCE AGREEMENT

In consideration of CARRINGTON MORTGAGE SERVICES, LLC AS SERVICER AND AUTHORIZED AGENT OF BANKUNITED, N.A.

(the "Lender") agreeing to modify the referenced loan (the "Loan") to the Borrower, the Borrower agrees that if requested by the Lender, the Borrower will correct, or cooperate in the correction of, any clerical errors made in any document or agreement entered into in connection with the modification of the Loan, if deemed necessary or desirable in the reasonable discretion of the Lender, to enable Lender to sell, convey, seek guaranty or market the Loan to any entity, including without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Federal Housing Authority, the Department of Veterans Affairs or any municipal bond authority.

The Borrower agrees to comply with all such requests made by the Lender within 30 days of receipt of written request from the Lender. Borrower agrees to assume all costs that may be incurred by the Lender, including without limitation, actual expenses, legal fees and marketing losses, as a result of the Borrower's failure to comply with all such requests within such 30 day time period.

The Borrower makes this agreement in order to assure that the documents and agreements executed in connection with the modification of the Loan will conform to and be acceptable in the marketplace in the event the Loan is transferred, conveyed, guaranteed or marketed by the Lender.

Man Alman AKA Marcus H SEBENS

Borrower: MARC SEBENS AKA MARCUS H SEBENS

Page 8

Carrington Custom Loan Modification Agreement 02232022_307

Wayne Coates
Hamilton County Recorder's Office
Doc 4: 16-31667 Type: NT
Filed: 04/13/16 08:07:34 AM \$96.00
Off.Rec.: 13144 00399 F 8 72



SPACE ABOVE FOR RECORDER USE

WHEN RECORDED MAIL TO: Bank of America, N.A. 11802 Ridge Parkway, Ste 100 HRM

11802 Ridge Parkway, Ste 100 HR Broomfield, CO 80021

PREPARED BY: Bank of America, N.A. Prepared by: Cyuthia Blair-Hoover
Bank of America, N.A.

11802 Ridge Parkway, Suite 100
Broomfield, CO 80021

FHA Case No DOC II

into all record if applicable CAH

MORTGAGE

APAL: 611-86-254
THIS MORTGAGE ("Security Instrument"), is given on March 9, 2016. The Mortgagor(s) are Marcus H Sebens whose address is 9666 Rexford Drive, Cincinnati, OH 45241 ("Borrower"). This Security Instrument is given to the Secretary of Housing and Urban Development, and whose address is Department of Housing and Urban Development, Attention: C&L Service Corp./ Morris-Griffin Corp. 2488 E 81st Street, Suite 700, Tulsa, OK 74137 ("Lender"). Borrower owes Lender the principal sum of \$74,617.81. 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 March 1, 2046. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, and all renewals, extensions and modifications of the Note: (b) the payment of all other sums, with interest, advanced under Paragraph 2 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 Hamilton County, State of Ohio: which has the address 9666 Rexford Drive, Cincinnati, OH 45241 (See Exhibit A for Legal Description if applicable) ("Property Address") more particularly described as follows:

* Marital Status : Married

EXHIBIT

OHIO - SUBORDINATE MORTGAGE - 10/97 - HUD INSTRUMENT

Page 1 of 7

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 or 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:

- PAYMENT OF PRINCIPAL. Borrower shall pay when due the principal of the debt evidenced by the Note, upon the terms and conditions stated herein and in the Note.
- 2. LENDER'S RIGHT TO TAKE ACTION TO PROTECT THE PROPERTY.If (A) Borrower does not keep all promises and agreements made in this Security Instrument, or (B) someone, including Borrower, begins a legal proceeding that may significantly affect Lender's rights in the Property (such as, for example, a legal proceeding in bankruptcy, in probate, for condemnation, or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions under this Paragraph 2 may include, for example, appearing in court, paying reasonable attorneys' fees, and entering on the Property to make repairs. Lender must give Borrower notice before Lender may take any of these actions.

Borrower will pay to Lender any amounts, with interest, which Lender spends under this Paragraph 2. This Security Instrument will protect Lender in case Borrower does not keep this promise to pay those amounts with interest.

Borrower will pay those amounts to Lender when Lender sends Borrower a notice requesting that Borrower do so. Borrower will also pay interest on those amounts at the same rate stated in the Note. Interest on each amount will begin on the date that the amount is spent by Lender. However, Lender and Borrower may agree in writing to terms of payment that are different from those in this paragraph.

Although Lender may take action under this Paragraph 2, Lender does not have to do so.

OHIO - SUBORDINATE MORTGAGE - 10/97 - HUD INSTRUMENT

Page 2 of 7

- 3. BORROWER NOT RELEASED; FORBEARANCES 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 alter 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.
- 4. 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 consigning 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.
- 5. 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: C&L Service Corp./Morris-Griffin Corp., 2488 E 81st Street, Suite 700, Tulsa, OK 74137 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.
- 6. 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.
- 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:

OHIO - SUBORDINATE MORTGAGE - 10/97 - HUD INSTRUMENT

Page 3 of 7

ACCELERATION; REMEDIES. If Borrower fails to keep any promise or agreement made in this Security Instrument, including the promise to pay, when due, the amount owed under the Note and under this Security Instrument, Lender, prior to acceleration, shall give notice to Borrower as provided in paragraph 5 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument foreclosure by judicial proceedings, 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 breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Security Instrument to be immediately due and payable without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, court costs, and costs of documentary evidence, abstracts and title reports.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under the Paragraph 7 of the Subordinate 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 shall deprive the Secretary of any rights otherwise available to a Lender under this paragraph or applicable law.

- BORROWER'S RIGHT TO REINSTATE. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to keep any promise or agreement made in this Security Instrument, including the promise to pay, when due, the amounts due under the Note and this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if the Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.
- 10. RELEASE. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay all costs of recordation, if any.

OHIO - SUBORDINATE MORTGAGE - 10/97 - HUD INSTRUMENT

Page 4 of 7

11. ADVANCES TO PROCECT SECURITY. Disbursements made by Lender pursuant to paragraph 2 hereof, such as those for the payment of taxes, assessments, insurance premiums or costs incurred for the protection of the Property, shall be advances made pursuant to Section 5301.233 of the Ohio Code.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Security Instrument to give Notice to Lender, at Lender's address set forth on page one of this Security Instrument, of any default under the superior encumbrance and of any sale or other foreclosure action.

OHIO - SUBORDINATE MORTGAGE - 10/97 - HUD INSTRUMENT

Page 5 of 7

C3 10591-3

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

IN WITNESS WHEREOF, Borrower has executed this Security Instrument.

State of Ohio

County Hamilton

The foregoing instrument was acknowledged before me this (Date) 32, March 2016

by Marcus (Borrower(s) Name Printed)

Notary Name

(Title or rank)

(Residing at)

My Commission Expires:

OHIO - SUBORDINATE MORTGAGE - 10/97 - HUD INSTRUMENT

Page 6 of 7

C3 10691-3

This is to certify that the within instrument has been prepared by a party to the

instrument authorized agent.

LAURA DUNNELL

Signed this date: APR 0'4 2016

Assistant Secretary

BANK OF AMERICA, N.A. 7105 Corporate Plano, Texas 75024 800-669-4576

State of Texas Claredo
Collin County ecom Leld

On this 4th Day of Actil 2016, before me the undersigned, a Notary Public in and for said State, personally appeared LAURA DUNNELL known to me, or proved to me on the basis of satisfactory evidence to be the person whose name subscribed to the foregoing instrument and acknowledged that he/she executed the same.

Witness my hand and official seal.

gnature Zachary G Camp

Notary Public (name typed or printed)

My commission expires: 2 · (3 · 2017

(Space Below This Line Reserved For Lender and Recorder)

ZACHARY G CAMP
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134000623
COMMISSION EXPIRES FEB. 13, 2017

OHIO - SUBORDINATE MORTGAGE - 10/97 - HUD INSTRUMENT

Page 7 of 7

Exhibit A

Legal Description

Situated in the County of Hamilton, in the State of Ohio and in the City of Cincinnati:

Situate in Section 27, Town 4, Entire Range 1, Miami Purchase and in the Village of Evendale, Hamilton County, Ohlo and being Lot 68 of Cooper Creek Subdivision, Block "A" as recorded in Plat Book 233 Pages 25-26 of the Hamilton County, Ohlo Records.

Parcel ID: 611-80-234

More Commonly Known As: 9666 Rexford Drive, Cincinnati, OH 45241

Name of Taxpayer MARCUS H & BETH M SEBENS

Form 668 (Y)(c) (Rev. February 2004)

Department of the Treasury - Internal Revenue Service

Motice of Federal Tax Lien

SMALL BUSINESS/SELF EMPLOYED AREA #2

Lien Unit Phone: (800) 829-3903

Serial Number

For Optional Use by Recording Office

As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, alone Cootes additional penalties, interest, and costs that may accrue.

Doc 4: 16-24175 Type: FED

Filed: 03/21/16 08:41:18 AM \$5.00 Off Rec.: 13127 00636 F 1

Residence

9666 REXFORD DR CINCINNATI, OH 45241-3364

IMPORTANT RELEASE INFORMATION: For each assessment listed below. unless notice of the lien is refiled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

Kind of Tax (a)	Tax Period Ending (b)	Identifying Number	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
1040 1040	12/31/2013 12/31/2014	XXX-X	11/17/2014 11/23/2015	12/17/2024 12/23/2025	3830.16 36940.83
	ž			EX	HIBIT
Place of Filing	HAMILT	RECORDER ON COUNTY NATI, OH 45202		Total	\$ 40770.99

CINCINNATI, OH 4520	2	
This notice was prepared and signed at	DETROIT, MI	, on this,
the day ofMarch		
Signature Chenf Condew for G.J. CARTER-LOUIS	Title ACS SBSE (800) 829-3903	22-00-0008

(NOTE: Certificate of officer authorized by law to take acknowledgment is not assential to the validity of Notice of Federal Tax lien .Rev. Rul. 71-466, 1971 - 2 C.B. 409)

Part 1 - Kept By Recording Office

Form 668(Y)(c) (Rev. 2-2004) CAT. NO 60025X.

Department of the Treasury - Internal Revenue Service

Form 668 (Y)	. ,	•		Federal 1			-	
Area: Serial SMALL BUSINESS/SELF EMPLOYED AREA #2 Lien Unit Phone: (800) 829-3903				Number 101	320714	For Option	al Use by Recording Office	
Code, we are have been as a demand for there is a lie property behadditional possible.	e giving a notice ssessed against to or payment of the en in favor of the longing to this t enalties, interest	1, 6322, and 63 that taxes (include following-name) is liability, but it to United States of axpayer for the country and costs that	iding in ed taxp remain n all pr amount may acc	terest and pe ayer. We have s unpaid. The operty and re of these tax crue.	enalties) ve made erefore, ights to es, and be	milton Cou c #: 14-00	nts Recorders Office 52187 Type: FED /14 01:55:24 PM \$5.00	
Residence 9666 REXFORD DR CINCINNATI, OH 45241-3364				randura 12	618 01789 F 1 382 開射6月月日日月日日月日日日日日日日日日日日日日日日日日日日日日日日日日日日日日			
unless notice	of the lien is refile following such dat	ORMATION: For the day the date given the, operate as a ce	in colum	n (e), this noti	ce shall.			
Kind of Tax (a)	Tax Period Ending (b)	Identifying Num	ber /	Date of Assessment (d)	Ref	ay for iling e)	Unpaid Balance of Assessment (f)	
1040	12/31/2012	XXX-XX	11	/18/2013	12/1	8/2023 EXH	78053.27	
Place of Filing	****			,		J		
	HAMILT	RECORDER ON COUNTY NATI, OH 452	202			Total	\$ 78053.27	
	s prepared and s			OIT, MI		17 VANUE - 18 - 18 - 18 - 18 - 18 - 18 - 18 - 1	, on this,	
Signature /	CARTER-LOUIS	•		Title ACS SBS		13	22-00-0008	

(NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax lien Rev. Rul. 71-466, 1971 - 2 C.B. 409)

Form 668(Y)(c) (Rev. 2-20)

Part 1 - Kept By Recording Office

Form **668(Y)(c)** (Rev. 2-2004) CAT. NO 60025X



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Judge Filing Date:

10/31/2017

CJ Number:

CJ17021451

Volume/Page:

17-021451

Court issuing judgment:

TAX COMMISSION

County:

FRANKLIN

State:

OHIO

Caption:

STATE OF OHIO VS SEBENS MARCUS H

Case #:

SER#

Judgment or Decree Rendered: 10/31/2017

Creditor:

STATE OF OHIO

Debtor:

MARCUS H SEBENS

Judgment Amount:

\$4,282.79

Interest rate:

4.00%

Date Interest Begins:

10/31/2017

Receipt Number:

Filing Charge:

\$16.00

COMMERCIAL ACTIVITY TAX CRN # 100000571206 ACCT

Making CJ Charge:

\$ \$5.00 \$

Additional Information

Costs: Attorney:

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10/31/2017

Date

Amount





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11/16/2017

CJ Number:

CJ17022658

Volume/Page:

17-022658

Court issuing judgment:

TAX COMMISSION

County:

FRANKLIN

State:

OHIO

Caption:

STATE OF OHIO vs. SEBENS, MARCUS H & BETH M

Case #:

SER

Judgment or Decree Rendered: 11/16/2017

Creditor:

STATE OF OHIO

Debtor:

MARCUS H SEBENS, BETH M SEBENS

Judgment Amount:

\$119.86

4.00%

Date Interest Begins:

11/16/2017

Receipt Number:

Filing Charge:

\$16.00

Making CJ Charge:

\$ \$5.00

Costs: Attorney:

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Amount

Additional Information PERSONAL INCOME TAX CRN # 02201632704820 ACC



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CJ Number:

CJ18009919

Volume/Page:

18-009919

Court issuing judgment:

TAX COMMISSION

County:

FRANKLIN

State:

оню

Caption:

STATE OF OHIO vs. SEBENS MARCUS H

Case #:

SER

Judgment or Decree Rendered: 06/06/2018

Creditor:

STATE OF OHIO

Debtor:

MARCUS H SEBENS

Judgment Amount:

\$4,246.45

Interest rate:

4.00%

Date Interest Begins:

06/06/2018

Receipt Number:

Filing Charge:

\$16.00

Making CJ Charge:

\$ \$5.00

Costs:

Attorney:







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CJ Number:

CJ19001415

Volume/Page:

19-001415

Court issuing judgment:

TAX COMMISSION

County:

FRANKLIN

State:

Caption:

STATE OF OHIO vs. SEBENS MARCUS H

Case #:

SER#

Judgment or Decree Rendered: 01/22/201

Creditor:

STATE OF OHIO

Debtor:

MARCUS H SEBENS

Judgment Amount:

\$241.37

5.00%

Date Interest Begins:

01/22/2019

Receipt Number:

Filing Charge:

\$16.00

Making CJ Charge:

\$ \$5.00

Costs:

Attorney:

Show All Rows Additional Information COMMERCIAL ACTIVITY TAX CRN # 100001032025 ACCT 01/22/2019



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CJ Number:

CJ20000469

Volume/Page:

20-000469

Court issuing judgment:

TAX COMMISSION

County:

FRANKLIN

State:

OHIO

Caption:

STATE OF OHIO Vs. SEBENS MARCUS H

Case #:

SE

Judgment or Decree Rendered: 01/03/2020

Creditor: Debtor:

STATE OF OHIO MARCUS H SEBENS

Judgment Amount:

\$878.95

5.00%

Interest rate:

01/03/2020

Date Interest Begins: Receipt Number:

Additional Information

Filing Charge:

\$16.00

Making CJ Charge:

\$ \$5.00

Costs: Attorney:

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01/03/2020

Amount COMMERCIAL ACTIVITY TAX CRN # 100001367142 ACCT



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Judge Filing Date:

08/09/2021

CJ Number:

CJ21024534

Volume/Page:

21-024534

Court issuing judgment:

TAX COMMISSION

County:

FRANKLIN

State:

OHIO

Caption:

STATE OF OHIO vs. SEBENS MARCUS H

Case #:

SER#

Judgment or Decree Rendered: 08/09/2021

Creditor:

STATE OF OHIO

Debtor:

MARCUS H SEBENS

Judgment Amount:

\$895.37

Interest rate:

3.00%

Date Interest Begins:

08/09/2021

Receipt Number:

Filing Charge:

\$16.00

Making CJ Charge:

\$\$5.00 \$

Costs:

Attorney:





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Judge Filing Date: CJ Number:

06/29/2022 CJ22022781 22-022781

Court issuing judgment:

TAX COMMISSION

County:

Volume/Page:

FRANKLIN

State:

оню

Caption:

STATE OF OHIO vs. SEBENS MARCUS H

Case #:

SER

Judgment or Decree Rendered: 06/29/2022

STATE OF OHIO

Creditor:

MARCUS H SEBENS

Debtor: Judgment Amount:

\$884.03

3.00%

Date Interest Begins:

06/29/2022

Receipt Number:

\$16.00

Filing Charge: Making CJ Charge:

\$ \$5.00

Costs:

Attorney:

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Judge Filing Date:

07/18/2023

CJ Number:

CJ23019724

Volume/Page:

23-019724

Court issuing judgment:

TAX COMMISSION

County:

FRANKLIN

State:

OHIO

Caption:

STATE OF OHIOM SERENS MARCUS H

Case #:

SER

Judgment or Decree Rendered: 07/18/2023

Creditor:

STATE OF OHIO

Debtor:

MARCUS H SEBENS

Judgment Amount:

\$894.10 5.00%

Interest rate:

07/18/2023

Date Interest Begins: Receipt Number:

Filing Charge:

\$16.00

Making CJ Charge:

\$ \$5.00

Costs:

Attorney:





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Judge Filing Date: 06/26/2020 CJ Number: CJ20029726 Volume/Page: 20-029726 MUNICIPAL Court issuing judgment: County: HAMILTON OHIO State:

Caption: CAVALRY SPV I LLC AS ASSIGNEE OF CI vs. BETH M SEBENS

Case #: 19CV26336 Judgment or Decree Rendered: 12/23/2019

Creditor: CAVALRY SPV I LLC AS ASSIGNEE OF CITIBANK NA

BETH M SEBENS Debtor:

\$739.89 Judgment Amount: 5.00% Interest rate: Date Interest Begins: 12/23/2019 3066 Receipt Number: Filing Charge: \$16.00 \$ \$0.00 Making CJ Charge: Costs: \$150.00

Attorney: KRAVCHENKO/ERICA/L



HAMILTON COUNTY **CLERK OF COURTS**

1000 Main St, Cincinnati, OH 45202

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