

PAVAN PARIKH HAMILTON COUNTY CLERK OF COURTS

COMMON PLEAS DIVISION

ELECTRONICALLY FILED
August 18, 2023 04:16 PM
PAVAN PARIKH
Clerk of Courts
Hamilton County, Ohio
CONFIRMATION 1359579

WILMINGTON SAVINGS
FUND SOCIETY FSB NOT IN
ITS IND
vs.
DANIEL P NEISS

A 2303512

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

PAGES FILED: 40

EFR200

IN THE COURT OF COMMON PLEAS HAMILTON COUNTY, OHIO

• • • • • • • • • • • • • • • • • • • •	• • • • • • • • • • • • • • • • • • • •
Wilmington Savings Fund Society FSP not	Casa No

Wilmington Savings Fund Society, FSB, not in its individual capacity but solely as Owner Trustee of CSMC 2018-SP2 Trust 3217 S. Decker Lake Dr. Salt Lake City, Utah 84119

Plaintiff

VS.

Daniel P. Neiss 1708 Vander Ridge Lane Knoxville, TN 37919

Tiffany R. Neiss 1708 Vander Ridge Lane Knoxville, TN 37919

The United States of America, Office of the Department of the Treasury c/o The U.S. Attorney for the Southern District 221 East Fourth Street Suite 400 Cincinnati, OH 45202

Defendants.

Case No.	
Judge	
COMPLAINT FOR FORECLOSUR	E

Now comes Plaintiff, Wilmington Savings Fund Society, FSB, not in its individual capacity but solely as Owner Trustee of CSMC 2018-SP2 Trust ("Plaintiff"), who hereby alleges and asserts against the Defendants as follows:

Background

1. Daniel P. Neiss and Tiffany R. Neiss executed the promissory note (the "Note") that is the subject of this action. A copy of the Note is attached hereto as Exhibit A.

23-002151 JMY

- 2. Attached hereto as Exhibit B is a copy of the mortgage (the "Mortgage") that was validly executed in connection with the execution of the Note. The parties to the Mortgage intended that it attach to the entire fee simple interest in the property.
- 3. The original obligations of the Note and Mortgage have been modified by agreement of the parties (the "Loan Modification"). The Loan Modification may include an increase in the principal balance, deferred amount, and additional financial obligations. A copy of the Loan Modification is currently unavailable.
- The Mortgage was recorded on January 20, 2009 as Official Records Volume 11039,
 Page 01624, in Transfer Certificate of Title Number 0204409, as Document Number 09-0005966, Registered Land Records, Hamilton County, Ohio records.
- 5. The Mortgage is a lien on the property (the "Property") described more fully in the attached Mortgage.
- 6. The Note and Mortgage are in default. Plaintiff has satisfied conditions precedent and declared the entire balance due and payable.

COUNT ONE: BREACH OF NOTE

- 7. Plaintiff incorporates each of the preceding allegations into Count One by reference.
- 8. Plaintiff is due upon the Note the principal amount of \$79,669.34, plus interest on the outstanding principal amount at the rate of 2.75% per annum, subject to adjustment, from August 1, 2022, and the deferred amount of \$1,790.61, plus late charges and advances and all costs and expenses incurred for the enforcement of the Note and Mortgage, except to the extent the payment is prohibited by Ohio law.
- 9. Plaintiff is a person entitled to enforce the Note.

23-002151 JMY

COUNT TWO: FORECLOSURE

- 10. Plaintiff incorporates each of the preceding allegations into Count Two by reference.
- 11. The Mortgage is a valid and subsisting lien on the Property, subject only to any lien that may be held by the County Treasurer that has priority over the Mortgage as a matter of law.
- 12. The Mortgage was given to secure the Note.
- 13. Plaintiff is entitled to foreclose the Mortgage due to default. See Exhibit B, Exhibit C, and Exhibit D.
- 14. The Preliminary Judicial Report attached to this Complaint as Exhibit E refers to other persons, if any, who are named as defendants in this action.

PRAYER FOR RELIEF

- 15. Plaintiff prays for the following relief:
 - judgment against Daniel P. Neiss and Tiffany R. Neiss in the principal amount of \$79,669.34, plus interest on the outstanding principal amount at the rate of 2.75% per annum, subject to adjustment, from August 1, 2022, and the deferred amount of \$1,790.61, plus late charges and advances and all costs and expenses incurred for the enforcement of the Note and Mortgage except to the extent the payment is prohibited by Ohio law;
 - a finding that the Mortgage is a valid and subsisting lien on the Property, subject only to any lien that may be held by the County Treasurer that has priority over the Mortgage as a matter of law;
- an order (1) foreclosing the equity of redemption and dower of all defendants named in this action, (2) requiring that the Property, be sold free and clear of all 23-002151 JMY

liens, interests, and dower, (3) requiring all defendants to set up their liens or interest in the Property or be forever barred from asserting such liens or interests, (4) requiring that the proceeds of the sale of the Property be applied to pay all amounts due Plaintiff, and (5) granting Plaintiff all other relief, legal and equitable, as may be proper and necessary, including, for example, a writ of possession.

Respectfully submitted, /s/ Kimberly Fulkerson

Kimberly D. Fulkerson (0073756)
Angela D. Kirk (0075177)
Ann Marie Johnson (0072981)
Michael E. Carleton (0083352)
Carla M. Allen (0100929)
Kirsten E. Friedman (0096466)
Justin M. Ritch (0085358)
Kyle E. Timken (0071381)
Richard J. Sykora (0093134)
Manley Deas Kochalski LLC
P. O. Box 165028
Columbus, OH 43216-5028
Telephone: 614-220-5611

Fax: 614-220-5613

Email: kdfulkerson@manleydeas.com

Attorney for Plaintiff

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

23-002151 JMY



ADJUSTABLE RATE NOTE

(LIBOR One-Year Index (As Published In The Wall Street Journal) - Rate Caps)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

09-30-2008

Cincinnati

Ohio

[Date]

[City]

[State]

5958 Lester Rd, Cincinnati, OH 45213-1608

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 132,000.00 plus interest, to the order of the Lender. The Lender is ING BANK, fsb

(this amount is called "Principal"),

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

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

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 5.500%. The interest rate I will pay will change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the first day of each month beginning on 12-01-2008

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on 11-01-2038

I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

1 will make my monthly payments at 30 7TH AVE SOUTH ST. CLOUD, MN 56301

or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$749.48

. This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

VO9.00

MULTISTATE ADJUSTABLE FATE NOTE - WSJ One-Year LIBOR- Single Family - Fannie Mae UNIFORM INSTRUMENT

Form 3526 6/01

-166N (0210)

VMP MORTGAGE FORMS - (800)521-729

Page 1 of 4

Petsfaur evin fact ber attorney in fact

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of November, 2013 , and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for one-year U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding two & one half

percentage points (

2.500 %) to the Current Index. The

Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to
the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 7.500 % or less than 3.500 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 11.500 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

5. BORROWER'S RIGHT TO PREPAY

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

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payment unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (h) any sums already collected from

VO9.00

-166N (0210)

Page 2 of 4

2 of 4

Form 3526 6/01

her attorney in fac

me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

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

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

8. GIVING OF NOTICES

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

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

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

10. WAIVERS

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

11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this

VO9.00

-166N (0210)

Page 3 of

__ . In

aw

her attorney in fact

FILED 08/18/2023 4:16 PM / CONFIRMATION 1359579 / A 2303512 / COMMON PLEAS DIVISION / IFFO

Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under

the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE	e unders	GNED.
Daniel P. Neiss	(Seal) -Borrower	Tiffany R. Neiss (Seal) -Borrower
by Hinda Polylaw	(Seal) -Borrower	by Linda Tetifan (Scal) -Borrower
his attorney in fact	(Seal) -Borrower	her attorney in fact
	(Seal) -Borrower	(Seaf)
		[Sign Original Only]

PREPAYMENT FEE ADDENDUM

This Prepayment Fee Addendum ("Addendum") is made this 09/30/2008 and is incorporated into and intended to form a part of the Note dated the same date as this Addendum and also amends and supplements the mortgage, deed of trust, security deed, or security instrument (the "Security Instrument") dated the same date as this Addendum and the Note. To the extent at the provisions of this Addendum are inconsistent with the provisions of the Note and/or the Security Instrument, the provisions of this Addendum shall prevail over and will supersede any inconsistent provisions of the Note and/or the Security Instrument.

The section of the Note entitled Borrower's Right to Prepay is amended to read in its entirety as follows:

BORROWER'S RIGHT TO PREPAY

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

The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of this Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless: (1) the Note Holder agrees in writing to those changes; or (2) this Note allows for interest only monthly payments. If this Note allows for interest only monthly payments and if I make a partial Prepayment during the period ending with the due date of my last interest only monthly payment, my partial Prepayment may change the amount of my monthly payment.

If I pay my loan in full within one year of the date of this Note, I agree to pay the Note Holder a Prepayment fee. The Prepayment fee I will pay shall be an amount equal to three percent (3%) of the principal amount outstanding under this Note at the time that the full Prepayment is made. I will not be obligated to pay a Prepayment fee if I make a full Prepayment at any time after the first anniversary of the date of this Note. In no event will such a charge be made if it violates federal law.

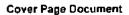
WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Daniel P Neiss - Borrower

Daniel P Neiss - Borrower

Daniel P Neiss - Borrower

Tiffany R Neiss - Borrower



NTC Order ID: Redacted

Client Loan No Redacted

Borrower: NEISS, DANIEL P

Address: 5958 LESTER RD, CINCINNATI, OH 452131608

Contract Code: Redacted

Batch Code:

Note Date: 30-09-08

Loan Amount: \$132,000.00 Service Type: Allonge

Redacted



ALLONGE TO NOTE

Original Loan Amount: \$132,000.00

Note Date: 09/30/2008
Borrower(s): DANIEL P. NEISS AND TIFFANY R. NEISS
Property Address: 5958 LESTER RD

CINCINNATI, OH 45213-1608

PAY TO THE ORDER OF		
	 ·	
-	 	

WITHOUT RECOURSE

CAPITAL ONE, N.A. AS SUCCESSOR IN INTEREST UPON MERGER WITH ING BANK, FSB

Authorized Signer Ercilia Green

VICE PRESIDENT





Redacted

EXHIBIT

B

MDK Doc ID ESCE 23-002151

Pittsburgh, PA 15275

Masna Coates
Howilton County Recorders Office
Doc \$: 09-0005966 Tage: MT
Filed: 01/20/09 08:36:59 AM \$160.00
Off.Rec.: 11039 01624 R 16 0
Cert \$(s): 0204409

MORTGAGE	
DEFINITIONS	
Words used in multiple sections of this document are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding	
document are also provided in Section 16. (A) "Security Instrument" means this document, which is da	led .09-30-2008
together with all Riders to this document (B) "Borrower" is Daniel P. Neiss and Tillamy R. Neiss, husband and wife survivership	as joint lanants with the right of
Borrower is the mortgagor under this Security Instrument. (C) "Lender" is ING BANK, 18b.	
FEDERAL SAVINGS BANK	***************************************
the United States of America organia 30 7TH AVE SOUTH, ST CLOUD, MN 56301	ted and existing under the laws of
Lender is the mortgagee under this Security Instrument.	
(D) "Note" means the promissory note signed by Borrower and The Note states that Borrower owes Lender and hundred shirts two	Thomand and not 100
Dollars (plus interest. Borrower has promised to pay this debt in regulate the full not later than 11-01-2018.	ilar Periodic Payments and to pay
□ Balloon Rider □ Planned Unit Development Ri	eurity Instrument, plus interest. at are executed by Borrower. The applicable!: Second Home Rider der Other(s) [specify] federal, state and local statutes, hat have the effect of law) as well means all dues, fees, assessments my by a condominium association, funds, other than a transaction as initiated through an electronic as to order, instruct, or authorize m includes, but is not limited to transfers initiated by telephone, ection 3. ettlement, award of damages, or occeds paid under the coverages the Property; (ii) condemnation or
misrepresentations of, or omissions as to, the value and/or condi-	4
OHIO—Single Family—Fannie Mae/Freddie Mac UNIFORM IMSTRUMENT	Redacte

bis attorney in fact

Bankers Systems, Inc., St. Cloud, MN, Form MD-1-OH, 5:26:2004

her attorney in fact

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

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

[Type of Recording Jurisdiction] (Name of Recording Jurisdiction)

SEE ATTACHED EXHIBIT A

which currently has the address of .	5958 Lester Rd (Street)	
Cincinnati	, Ohio .45213-1608 ("Pro	erty Address"):

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

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to 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

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

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

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

OHIQ-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT 1) prope 2 of 11 pages) D Form 3036, 1/01 Bankers Systems, Inc., St. Cloud, MN Form.MD-1-OH 5/25/2004

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the

covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

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

Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

11039 1626

OHIO-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Bankers Systems, Inc., St. Cloud, MN Form MD-1-OH 5/26/2004

his attorney in fact

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow tems, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in

accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall

pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given. Borrower shall satisfy the lien or take one at most of the actions are forth above in this Security 4. lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification

and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including the table levels) and for the precides that Lender requires mursuant to the deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender's right disapprove brower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

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

to Borrower requesting payment.

OHIO-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Bankers Systems, Inc., St. Cloud, MN Form MD-1-OH 5/26/2004

(page 4 of 11 pages) DPM (1967)

11039 1627

by Lenda Tetelar her attorney in fact

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

mortgagee and/or as an additional loss payee.

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

If Borrower abandons the Property, Lender may file, negotiate and settle any available

insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection

specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Meterial representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

OHIO-Single Family-Fannie Mae/Freditie Mac UNIFORM INSTRUMENT Bankers Systems, Inc., St. Cloud, MN Form MD-1-DH 5/26/2004

(page 5 of 11 pages) DPG 101

11039 1628

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

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

to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee

title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available is obtained and largely requires separately designated payments toward the becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to

the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may

have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange or sharing or modifying the mortgage insurer's any portion of the state o risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

OHIO-Single Family-Famile Mae/Freddie Mec UNIFORM INSTRUMENT

Bankers Systems, Inc., St. Cloud, MN Form MD-1-OH 5/26/2004

(page 6 of 11 pages) D Form 3036, 1/01

11039 1629

her attorney in fact

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

b) Any such agreements will not affect the rights Borrower has--if any--with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are

hereby assigned to and shall be paid to Lender.

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

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument,

whether or not then due, with the excess, if any, paid to Borrower.

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

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether

or not the sums are then due.

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

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, procludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property

shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument -granted-by Lender-to-Borrower or any Successor-in-Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by

OHIO—Single Family—Famile Mae/Freddie Mac UNIFORM INSTRUMENT (page 7 of 11 pages) DP 1 1 101 Bankers Systems, Inc., St. Cloud, MN, Form MD-1-OH, 5/26/2004 .

11039 1630

her attorney in fact

this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall

not be a waiver of or preclude the exercise of any right or remedy.

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

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors

and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly

prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such

overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security

15. Rorrower in connection with this Security 15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address them Borrower shall only report a change of address through that specified of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the invisciption in which the Property is located. All

be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the

conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

OHIO-Single Family-Farinie Mae/Freddie Mac UNIFORM INSTRUMENT

Benkers Systems, Inc., St. Cloud, MN Form MD-1-OH 5/26/2004

11039 1631

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

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

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

if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note

remain fully effective as if no acceleration had occurred. However, this right to reinstate shall

purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 22 and the notice and opportunity to take corrective action provisions of this Section 20.

OHIO-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Bankers Systems, Inc., St. Cloud, MN Form MD-1-OH 6/26/2004

(page 9 of 11 pages) Form 3036, 1/01

by Luda althan 11039 1632

E-FILED 08/18/2023 4:16 PM / CONFIRMATION 1359579 / A 2303512 / COMMON PLEAS DIVISION / IFFO

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

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

Property (including, but not limited to, hazardous substances in consumer products).

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

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

- 22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, costs of title evidence.
- 23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall discharge this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

OHIO—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Bankers Systems, Inc., St. Cloud, MN Form MD-1-OH 5/28/2004 (page 10 of 11 pages)

his attorney in fact her attorney in fact

contained in this Security Instrum	Borrower accepts and agrees to the terms and covenants nent and in any Rider executed by Borrower and recorded with
his attorney in the first of funda lets by finda lets her attorney in the boundary services	
	Below This Line For Acknowledgment]
STATE OF OTHO PENNS VIC County of Allegi The foregoing instrument by Daniel P. Neiss, Tiffany R. Neiss, husbr	was acknowledged before me this .09-30-2008 and and wife as joint tenants with the right of survivorship
COMMONWEALTH OF PENNSYLVANIA Notarial Seal Jennifer L Baker, Notary Public City Of Pittsburgh, Allegherny County My Commission Expires June 28, 2011 Member, Pennsylvania Association of Notaries	Motory Public [Title or Rank]
	[Serial Number (if any}]
This instrument was prepared by	ING BANK, Isb
	[Name]

OHIO-Single Family-Fannie Mee/Freddie Mac UNIFORM INSTRUMENT

Bankara Systems, Inc., St. Cloud, MN Form MD-1-OH 5/25/2004

Form 3036 1/01 (page 11 of 11 pages)

Situate in Section 29, Town 4, Fractional Range 2, City of Cincinnati, Hamilton County, State of Ohio and being more particularly described as follows:

Lot No. 7 of Ridge Park Second Subdivision, as recorded in Plat Book 1, pages 26 and 27 of the Registered Land Records of Hamilton County, Ohio.

Being the same premises as shown in Registered Land Certificate No. 168749 Registered Land Records, Hamilton County, Ohio.

1

11039 1635

ADJUSTABLE RATE RIDER

(LIBOR One-Year Index (As Published In The Wall Street Journal) - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 30th day of September, 2008, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to ING BANK, fsb

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

5958 Lester Rd, Cincinnati, OH 45213-1608 [Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 5.500~%. The Note provides for changes in the interest rate and the monthly payments as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of November, 2013, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

VO9.00

MULTISTATE ADJUSTABLE RATE RIDER - WSJ One-Year LIBOR - Single Family - Fannie Mae UNIFORM INSTRUMENT

Page 1 of 4 Initials: 7

VMP Mortgage Solutions, Inc. 11 P

(800)521-7291

11039 1636

by Lenka Votelaw

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for one-year U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in The Wall Street Journal. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding two & one half percentage points (2.500 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 7.500 % or less than 3.500 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 11.500 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will a nawer any question I may have regarding the notice.

VO9.00

11039 1637

-166R (0401)

Page 2 of 4

Form 3189 6/01

B. TRANSFER OF THE PROPERTY OR A BENEFCIAL INTEREST N BORROWER

Section 18 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

11039 1638

VO9.00

MP-166R (0401)

Page 3 of 4

of 4

Form 3189 6/01

by Lenda Petifau his attorney in fact

her attorney in fact

BY SIGNING BELOW, Borrow in this Adjustable Rate Rider.	veraccepts an	d agrees to the terms a	and covenants contained
Daniel P. Neiss Daniel P. Neiss	(Seal) -Воггоwe г	Tiffany R. Neiss	Mess (Seal) -Borrower
	(Seal) -Borrower	by Lynd	Algan (Seal) -Borrower
his attorney in fa	act	her atto	mey in fact
444444444444444444444444444444444444444	(Seal) -Borrowe r		-Borrowe r
	-		
	(Seal) -Borrowe r	.44030000000000000000000000000000000000	(Seal) -Borrowe r
	VO9	0.00	
MP-166R (0401)	Page 4	of 4	Form 3189 6/01

11039 1639



Norbert A Nadel Hamilton County Recorder's Office Doc #: 2019-0005307 Type: AM Filed: 01/22/19 08:20:27 AM \$28.00 Off. Rec.: 13838 00632 F 2 113

When Recorded Return To: Credit Suisse Holdings (USA) Inc. (via RRE Review) C/O Nationwide Title Clearing, Inc. 2100 Alt. 19 North Palm Harbor, FL 34683

Redacted

ASSIGNMENT OF MORTGAGE

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, CAPITAL ONE, N.A. AS SUCCESSOR IN INTEREST UPON MERGER WITH ING BANK, FSB, WHOSE ADDRESS IS 7933 PRESTON RD., PLANO, TX 75024, (ASSIGNOR) by these presents does convey, grant, assign, transfer and set over the described Mortgage together with all interest secured thereby, all itens, and any rights due or to become due thereon to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR DLJ MORTGAGE CAPITAL, INC., ITS SUCCESSORS AND ASSIGNS, (ASSIGNEE) (MERS Address: P.O. Box 2026, Flint, Michigan 48501-2026).

Said Mortgage was executed by: DANIEL P. NEISS AND TIFFANY R. NEISS to ING BANK, FSB and recorded in <u>Book 11039, Page 01624 and Doc # 09-0005966</u> in the office of the Recorder of <u>HAMILTON</u> County, <u>Ohio</u>.

Cert # 168749.

More particularly described as follows (if needed), to wit:

SITUATE IN SECTION 29, TOWN 4, FRACTIONAL RANGE 2, CITY OF CINCINNATI, HAMILTON COUNTY, STATE OF OHIO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: LOT NO. 7 OF RIDGE PARK SECOND SUBDIVISION, AS RECORDED IN PLAT BOOK. 1, PAGES 26 AND 27 OF THE REGISTERED LAND RECORDS OF HAMILTON COUNTY, OHIO. BEING THE SAME PREMISES AS SHOWN IN REGISTERED LAND CERTIFICATE NO. 168749 REGISTERED LAND RECORDS, HAMILTON COUNTY, OHIO.

Dated this 21st day of January in the year 2019.

CAPITAL ONE, N.A. AS SUCCESSOR IN INTEREST UPON MERGER WITH ING BANK, FSB

MARGUERITA WITZIGMAN

VICE PRESIDENT

All persons whose signatures appear above have qualified authority to sign and have reviewed this document and supporting documentation prior to signing.



Redacted

STATE OF FLORIDA COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me on this 21st day of January in the year 2019, by Marguerita Witzigman as VICE PRESIDENT of CAPITAL ONE, N.A. AS SUCCESSOR IN INTEREST UPON MERGER WITH ING BANK, FSB, who, as such VICE PRESIDENT being authorized to do so, executed the foregoing instrument for the purposes therein contained. He/she/they is (are) personally known to me.

MICHELLE BROWN

COMM EXPIRES: 10/13/2020

MICHELLE BROWN
Notary Public State of Florida
My Commission #GG 38514
Expires October 13,2020

I hereby certify that this document, dated on this 21st day of January in the year 2019, is an original document.

MARGUERITA WITZIGMAN

VICE PRESIDENT

Document Prepared By: Dave LaRose/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (809)346-9152

Redacted



Scott Crowley Hamilton County Recorder's Office Doc #: 2023-0029289 Type: AM Filed: 05/02/23 01:59:16 PM \$46.00 Off. Rec.: 14907 01611 F 3 312

b1490701611Fb

Recording Requested By: Residential RealEstate Review

When Recorded Return To: Residential RealEstate Review, Collateral Document Services, 3217 S.

Decker Lake Drive, Salt Lake City, UT 84119

Redacted

CORPORATE ASSIGNMENT OF MORTGAGE

Hamilton, Ohio

Residential RealEstate Review#: Redacted

Redacted sis #: 1-888-679-6377

APR 2 6 2023 Date of Assignment:

Assignor: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") AS MORTGAGEE, AS NOMINEE FOR DLJ MORTGAGE CAPITAL, INC., ITS SUCCESSORS AND ASSIGNS at P.O. Box 2026, FLINT, MI 48501-2026

Assignee: WILMINGTON SAVINGS FUND SOCIETY, FSB, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS OWNER TRUSTEE OF CSMC 2018-SP2 TRUST at c/o SELECT PORTFOLIO SERVICING, INC., 3217 S. DECKER LAKE DRIVE, SALT LAKE CITY, UT 84119

Executed By: DANIEL P. NEISS AND TIFFANY R. NEISS, HUSBAND AND WIFE AS JOINT TENANTS WITH THE RIGHT OF SURVIVORSHIP To: ING BANK, FSB Dated: 09-30-2008 Recorded: 01-20-2009 as Instrument No. 09-0005966, Book 11039, Page 01624 In the County of Hamilton, State of Ohio.

Original CT#: 0204409 New CT#: 168749

Property Address: 5958 LESTER RD, CINCINNATI, OH 45213-1608

Legal: See Exhibit "A" Attached Hereto And By This Reference Made A Part Hereof

KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said Assignor hereby assigns unto the above-named Assignee, the said Mortgage having an original principal sum of \$132,000.00 with interest, secured thereby, and the full benefit of all the powers and of all the covenants and provisos therein contained, and the said Assignor hereby grants and conveys unto the said Assignee, the Assignor's interest under the Mortgage.

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

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

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") AS MORTGAGEE, AS NOMINEE FOR DLJ MORTGAGE CAPITAL, INC., ITS SUCCESSORS AND ASSIGNS

NIC REGISTRATION

APR 2 6 2023

Jennifer C. Brown Assistant Secretary

RedactedRedacted

, Select Portfolio Servicing, Inc. 3217 S. Decker Lake

Prepared By: Jennifer C. Brown
Drive Salt Lake City, UT, 84119

CORPORATE ASSIGNMENT OF MORTGAGE Page 3 of 3

Exhibit A

Situate in Section 29, Town 4, Fractional Range 2, City of Cincinnati, Hamilton County, State of Ohio and being more particularly described as follows:

Lot No. 7 of Ridge Park Second Subdivision, as recorded in Plat Book 1, pages 26 and 27 of the Registered Land Records of Hamilton County, Ohio.

Being the same premises as shown in Registered Land Certificate No. 168749 Registered Land Records, Hamilton County, Ohio.





Preliminary Judicial Report Issued by CHICAGO TITLE INSURANCE COMPANY

Order No.:

GUARANTEED PARTY: WILMINGTON SAVINGS FUND SOCIETY, FSB, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS OWNER TRUSTEE OF CSMC 2018-SP2 TRUST

GUARANTEED PARTY ADDRESS: 3217 S. DECKER LAKE DRIVE, SALT LAKE CITY, UT 84119

Pursuant to your request for a Preliminary Judicial Report (hereinafter "the Report") for use in judicial proceedings, CHICAGO TITLE INSURANCE COMPANY (hereinafter "the Company") hereby guarantees in an amount not to exceed \$79,669.00. that it has examined the public records in HAMILTON County, Ohio as to the land described in Schedule A, that the record title to the land is at the date hereof vested in TIFFANY R. NEISS AND DANIEL P. NEISS, WIFE AND HUSBAND, FOR THEIR JOINT LIVES, REMAINDER TO THE SURVIVOR OF THEM by instrument recorded in Book 9724, Page 1600 and free from all encumbrances, liens or defects of record, except as shown in Schedule B.

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

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

Effective Date: 08/07/2023

Issued By: SERVICELINK, LLC.

CHICAGO TITLE INSURANCE COMPANY

Presselent

Margorie N Secret

Signed By: ___

AUTHORIZED SIGNATORY



SCHEDULE A DESCRIPTION OF LAND

THE FOLLOWING REAL PROPERTY:

SITUATE IN SECTION 29, TOWN 4, FRACTIONAL RANGE 2, CITY OF CINCINNATI, HAMILTON COUNTY, STATE OF OHIO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT NO. 7 OF RIDGE PARK SECOND SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGES 26 AND 27 OF THE REGISTERED LAND RECORDS OF HAMILTON COUNTY, OHIO.

BEING THE SAME PREMISES AS SHOWN IN REGISTERED LAND CERTIFICATE NO. 168749 REGISTERED LAND RECORDS, HAMILTON COUNTY, OHIO.

PARCEL NO. 123-0001-0044-00

PROPERTY ADDRESS: 5958 LESTER ROAD CINCINNATI, OH 45213

REGISTERED LAND CERT NO. 168749.



SCHEDULE B

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

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

ASSESSOR'S PARCEL NO. : 123-0001-0044-00

ASSESSOR'S TAX ID: 123-0001-0044-00

TOTAL: \$4,560.68

FIRST INSTALLMENT: \$2,251.68 PAID (DUE DATE:N/A)

SECOND INSTALLMENT: \$2,309.00 DELINQUENT (DUE DATE:N/A)

LAND VALUE: \$15,690.00

IMPROVEMENT VALUE: \$46,130.00

EXEMPTION:

SPECIAL ASSESSMENT:N/A

NOTES:

- 2. SUBJECT TO EASEMENTS, RESTRICTIONS, SETBACK LINES, DECLARATIONS, COVENANTS, RESERVATION, AND RIGHT-OF WAY, IF ANY THAT WERE FILED FOR RECORD PRIOR TO THE LIEN BEING FORECLOSED.
- 3. ANY LEASE, GRANT, EXCEPTION OR RESERVATION OF MINERALS OR MINERAL RIGHTS TOGETHER WITH ANY RIGHTS APPURTENANT THERETO.
- 4. OIL AND GAS LEASES, PIPELINE AGREEMENTS OR ANY OTHER INSTRUMENTS RELATED TO THE PRODUCTION OR SALE OF OIL AND GAS WHICH MAY ARISE SUBSEQUENT TO THE DATE OF THE POLICY.
- 5. ANY INACCURACY IN THE AREA, SQUARE FOOTAGE, OR ACREAGE OF LAND DESCRIBED IN SCHEDULE A OR ATTACHED PLAT, IF ANY. THE COMPANY DOES NOT INSURE THE AREA, SQUARE FOOTAGE, OR ACREAGE OF THE LAND.
- 6. RECITALS, NOTES, DEDICATIONS, COVENANTS, RESTRICTIONS AND EASEMENTS AS SHOWN ON THAT CERTAIN MAP/PLAT RECORDED IN PLAT BOOK 1, PAGES 26 AND 27 OF THE REGISTERED LAND RECORDS OF HAMILTON COUNTY, OHIO. TO WHICH PLAT REFERENCE IS HEREBY MADE FOR FURTHER PARTICULARS.
- 7. SUBJECT TO MORTGAGE FROM TIFFANY R. NEISS AND DANIEL P. NEISS, WIFE AND HUSBAND, FOR THEIR JOINT LIVES, REMAINDER TO THE SURVIVOR OF THEM TO ING BANK, FSB IN BOOK 11039, PAGE 1624, INSTRUMENT NO. 09-0005966 IN THE AMOUNT OF \$132,000.00, DATED 09/30/2008, RECORDED 01/20/2009, IN HAMILTON COUNTY RECORDS.

NO CONDO/PUD RIDER

- a. ASSIGNMENT OF RECORD BETWEEN CAPITAL ONE, N.A. AS SUCCESSOR IN INTEREST UPON MERGER WITH ING BANK, FSB AND MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR DLJ MORTGAGE CAPITAL, INC., ITS SUCCESSORS AND ASSIGNS AS SET FORTH IN BOOK 13838, PAGE 632, INSTRUMENT NO. 2019-0005307, DATED 01/21/2019, RECORDED 01/22/2019 IN HAMILTON COUNTY RECORDS.
- b. ASSIGNMENT OF RECORD BETWEEN MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR DLJ MORTGAGE CAPITAL, INC., ITS SUCCESSORS AND ASSIGNS AND WILMINGTON SAVINGS FUND SOCIETY, FSB, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS OWNER TRUSTEE OF CSMC 2018-SP2 TRUST AS SET FORTH IN BOOK 14907, PAGE 01611, INSTRUMENT NO. 2023-0029289, DATED 04/26/2023, RECORDED 05/02/2023 IN HAMILTON COUNTY RECORDS.

Form No. 72-40935

SCHEDULE B

(Continued)

- 8. SUBJECT TO FEDERAL TAX LIEN FILED 12/29/2020 AGAINST DANIEL NEISS, BY DEPARTMENT OF THE TREASURY INTERNAL REVENUE SERVICE, IN THE AMOUNT OF \$539,917.59, PLUS INTEREST AND COSTS, IN BOOK 14323, PAGE 478, INSTRUMENT NO. 2020-0137233 OF HAMILTON COUNTY RECORDS. ATTORNEY INFORMATION IS NOT AVAILABLE OR DOES NOT APPLY.
- 9. SUBJECT TO FEDERAL TAX LIEN FILED 04/21/2023 AGAINST DANIEL P NEISS, BY DEPARTMENT OF THE TREASURY INTERNAL REVENUE SERVICE, IN THE AMOUNT OF \$91,044.77, PLUS INTEREST AND COSTS, IN BOOK 14900, PAGE 00370, INSTRUMENT NO. 2023-0026924 FEDERAL SERIAL #: OF HAMILTON COUNTY RECORDS. ATTORNEY INFORMATION IS NOT AVAILABLE OR DOES NOT APPLY.

Form No. 72-40935

CONDITIONS AND STIPULATIONS OF THIS PRELIMINARY JUDICIAL REPORT

Definition of Terms

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

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

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

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

2. Determination of Liability

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

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

3. Liability of Company

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

4. Notice of Claim to be given to Guaranteed Party

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

Extent of Liability

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

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

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

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

7. Notices

All notices required to be given to the Company shall be given promptly and any statements in writing required to be furnished to the Company shall be addressed to: CHICAGO TITLE INSURANCE COMPANY

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

EXCLUSIONS FROM COVERAGE

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

Form No. 72-40935 Preliminary Judicial Report (04/15/2010)

Redacted

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

Department of the Treasury - Internal Revenue Service

Notice of Federal Tax Lien

SMALL BUSINESS/SELF EMPLOYED AREA #5

Serial Number

For Optional Use by Recording Office

Area:

Lien Unit Phone: (800) 913-6050

Redacted

As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) in bart A. Nadel have been assessed against the following-named taxpayer. We have made on the following-named taxpayer. We have made of the following-named taxpayer. The following-named taxpaye property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

Name of Taxpayer DANIEL NEISS

Residence

1708 VANDER RIDGE LN KNOXVILLE, TN 37919-8944

IMPORTANT RELEASE INFORMATION: For each assessment listed below, unless notice of the lien is refiled by the date given in column (e), this notice shell, 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 1040	12/31/2014 12/31/2016 12/31/2019		04/15/2019 04/15/2019 11/23/2020	05/15/2029 05/15/2029 12/23/2030	249263.35 181886.44 108767.80
Place of Filing	COUNTY HAMIL	Y RECORDER ION COUNTY NNATI, OH 45202		Total	\$ 539917.59

This notice was prepared and signed atDET	TROIT, MI	
the <u>16th</u> day of <u>December</u> , 2020.		
Signature Claim Ceam Cerry FOR RACHEL MAY	Title REVENUE OFFICER (865) 329-4542	25-14-2442

(NDTE: 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)