

PAVAN PARIKH HAMILTON COUNTY CLERK OF COURTS

COMMON PLEAS DIVISION

ELECTRONICALLY FILED
August 24, 2023 03:16 PM
PAVAN PARIKH
Clerk of Courts
Hamilton County, Ohio
CONFIRMATION 1361817

US BANK NATIONAL
ASSOCIATION
vs.
TONJA L ARNOLD AKA
TONJA ARNOLD AKA TONJA
L BALES

A 2303603

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

PAGES FILED: 47

IN THE COURT OF COMMON PLEAS HAMILTON COUNTY, OHIO

U.S. BANK NATIONAL ASSOCIATION 2800 Tamarack Road Owensboro, Kentucky 42301 CASE NO. JUDGE

Plaintiff

v.

TONJA L. ARNOLD AKA TONJA ARNOLD AKA TONJA L. BALES 183 First Street Addyston, Ohio 45001 COMPLAINT IN FORECLOSURE Parcel No. 571-0003-0342-00 & 571-0003-0345-00

UNKNOWN SPOUSE OF TONJA L. ARNOLD AKA TONJA ARNOLD AKA TONJA L. BALES 183 First Street Addyston, Ohio 45001

UNITED STATES OF AMERICA,
SECRETARY OF HOUSING AND
URBAN DEVELOPMENT
c/o U.S. Attorney
801 W. Superior Ave., Ste 400
Cleveland, Ohio 44113
Also Serve
U.S. Department of Justice
Constitution & 10th Street, NW
Room 5111
Washington, DC 20530

Defendants.

COUNT ONE – BREACH OF PROMISSORY NOTE

U.S. BANK NATIONAL ASSOCIATION vs. TONJA L. ARNOLD AKA TONJA ARNOLD AKA TONJA L. BALES PLG File No. 22-002729

1. The Plaintiff is in possession of and entitled to enforce a certain promissory note

("Note") executed by Tonja L. Arnold aka Tonja Arnold aka Tonja L. Bales. A copy of said promissory

note is attached hereto, marked "EXHIBIT A", and, by reference, made a part hereof.

2. The loan has since been modified. Copies of the original loan modifications as they

exist in Plaintiff's records are attached hereto, marked "EXHIBIT B", and, by reference, made a part

hereof.

3. The Plaintiff further states that the terms and conditions of said Note have been

breached, that Plaintiff hereby accelerates the indebtedness due thereunder, and Plaintiff is entitled to

judgment in the amount of \$72,615.79 with interest thereon at the rate of 4.12500% per annum from

May 01, 2021, plus advances including but not limited to real estate taxes, insurance premiums, and

other charges as allowed by law.

<u>COUNT TWO – FORECLOSURE OF MORTGAGE</u>

4. The Plaintiff hereby refers to, incorporates and adopts each and all of the allegations

contained in Count One as fully and completely as if the same were rewritten herein.

5. The Plaintiff further states that it is the holder of a mortgage deed ("Mortgage"),

conveying said real property commonly known as 183 First Street, Addyston, OH 45001, and

described in the Plaintiff's Mortgage and Preliminary Judicial Report as security for the payment of

the above referenced Note. A copy of the original Mortgage as it exists in Plaintiff's records is attached

hereto, marked "EXHIBIT C", and, by reference, made a part hereof.

6. The Plaintiff further states that said Mortgage was in the original amount of \$80,860.00

was given by Tonja L. Arnold, an Unmarried Woman aka Tonja Arnold, and recorded on October 25,

2005, in Book 10075 Page 803 Instrument Number 05-0181628 in the Hamilton County Recorder's

U.S. BANK NATIONAL ASSOCIATION vs. TONJA L. ARNOLD AKA TONJA ARNOLD AKA TONJA L. BALES PLG File No. 22-002729

Office and was assigned to Plaintiff herein. A copy of the original assignment of mortgage as in

existence in Plaintiff's records is attached hereto and marked "EXHIBIT D".

7. The Plaintiff further states that said Mortgage is a first and best lien upon said real

property described in the Plaintiff's Preliminary Judicial Report and any Supplemental Judicial

Report(s), attached hereto as "EXHIBIT E".

8. The Plaintiff further states that by virtue of a breach in the terms and conditions of said

Note and Mortgage, the conditions of defeasance in said Mortgage have become broken, said

Mortgage has become absolute, and Plaintiff is entitled to have the equity of redemption therein

foreclosed and to have the real estate described therein advertised and sold with the proceeds arising

therefrom applied to the debt due to the Plaintiff.

9. Plaintiff further states that under the terms of said Mortgage additional sums may have

been advanced during the pendency of this action for unpaid taxes and assessments, and for insurance

premiums or other necessary expenditures for the protection of the real property, which expenditures

are an obligation under the terms and conditions of the Note and Mortgage, and that any expenditures

made by the Plaintiff for these purposes are part of the indebtedness prayed for herein.

10. United States of America, Secretary of Housing and Urban Development is named as

a defendant and may claim some interest herein by virtue of a Junior Mortgage against the real

property given by Tonja L. Bales aka Tonja L. Arnold aka Tonja Arnold, Single, recorded on April 14,

2021, in Book 14396, Page 03363, as Instrument Number 2021-0046883, in the Hamilton County

Recorder's Office. A copy of which is attached hereto, marked "EXHIBIT F".

11. Unknown Spouse of Tonja L. Arnold aka Tonja Arnold aka Tonja L. Bales is hereby

named as a defendant in this action by virtue of his/her potential dower interest as the spouse of the

U.S. BANK NATIONAL ASSOCIATION vs. TONJA L. ARNOLD AKA TONJA ARNOLD AKA TONJA L. BALES

current titleholder.

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

PRAYER FOR RELIEF

aka Tonja L. Bales in said principal sum of \$72,615.79 with interest thereon at the rate of 4.12500% per annum from May 01, 2021 until paid, plus advances including but not limited to real estate taxes, insurance premiums, and other charges as allowed by law that may be advanced by Plaintiff, that said Mortgage may be decreed a first and best lien upon said real property and to encumber the entire fee simple interest held by the Defendant(s); that its Mortgage deed upon the described real property be foreclosed and said real property sold according to the statutes and procedures in effect, free of all claims, liens and interests of all the Defendants; that all named Defendants set forth their claim or interest in said real property or be forever barred from asserting same; and that the proceeds arising therefrom be applied to the payment of Plaintiff's judgment, and if the Plaintiff is the successful purchaser at sale, it be granted a writ of possession, and for such other and further relief as is just and equitable.

Respectfully Submitted, Padgett Law Group

Ellen L. Fornash (SC#0085284)

Jacqueline M. Wirtz (SC#0090268)

Bethany L. Suttinger (SC#0085068)

Attorneys for Plaintiff

8087 Washington Village Drive, Ste. 220

Dayton, Ohio 45458

Phone: (850) 422-2520; Fax: (850) 422-2567

OHAttorney@padgettlawgroup.com

U.S. BANK NATIONAL ASSOCIATION vs. TONJA L. ARNOLD AKA TONJA ARNOLD AKA TONJA L. BALES PLG File No. 22-002729

Multistate	NOTE	FHA Case No.
OCT [Date]	OBER 3 2005	
183 FIRST AVENUE	, ADDYSTON, OHIO [Property Address]	45001
1. PARTIES "Borrower" means each person signir DAVID MORTGAGE INC.	ng at the end of this Note, and the pers	son's successors and assigns. "Lender" means
and its successors and assigns. 2. BORROWER'S PROMISE TO PAY; In return for a loan received from Len EIGHTY THOUSAND EIGHT HUNDRED S	der, Borrower promises to pay the princ	cipal sum of
3. PROMISE TO PAY SECURED Borrower's promise to pay is secured	roceeds by Lender, at the rate of FOUR er year until the full amount of principal by a mortgage, deed of trust or similar	Interest will be charged on unpaid principal, POINT NINETY NINE I has been paid. security instrument that is dated the same date is the Lender from losses which might result if
4. MANNER OF PAYMENT (A) Time Borrower shall make a paymen		on the first day of each month beginning on
, will be due on that date, whi	Any principal and interest remaining or ch is called the "Maturity Date."	n the first day of ,
Payment shall be made at 9155	GOVERNORS WAY, CINCINNATI, or at:	OHIO 45249 such place as Lender may designate in writing
will be part of a larger monthly payment other items in the order described in the Sec (D) Allonge to this Note for payment If an allonge providing for payment	oal and interest will be in the amount of required by the Security Instrument, the curity Instrument. Int adjustments is executed by Borrover.	422 58
Graduated Payment Allonge	Growing Equity Allonge Other [sp	œify]
5. BORROWER'S RIGHT TO PREPAY Borrower has the right to pay the deb		n part, without charge or penalty, on the first

FHA Multistate Fixed Rate Note - 10/95

THE COSTOLOGY

OF THE COST

writing to those changes.

day of any month. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in

6. BORROWER'S FAILURE TO PAY

(A) Late Charge for Overdue Payments

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of FOUR percent (4.0 %) of the overdue amount of each payment.

(B) Default

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

(C) Payment of Costs and Expenses

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

7. WAIVERS

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

8. GIVING OF NOTICES

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

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

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

ONJA P. ARNOLD	(Seal) -Borrower	Pay to the order of	(Seal) -Borrowe
	(Seal) -Borrower	Durse Bulva	-Вопоwe
	(Seal) -Borrower	Vice President	-Borrowe
WITHOUT RECOURSE PAY TO THE ORDER	(Seal) -Borrower OF U.S. BANI	K N.A.	(Seal -Borrowe

Exhibit B

Wayne Coates
Hamilton County Recorders Office
Doc #: 12-0066841 Type: MT Filed: 05/29/12 09:58:10 AM \$60.00
Off.Rec.: 12027 00500 F 6 115

61202700500Fb

This Document Prepared By: YOLANDA ASIA US BANK, NA 17500 ROCKSIDE RD BEDFORD, OH 44146

Miles Car Sedemoibte:

First American Title

Loss Mitigation Title Services 12070.1

P.O. Box 27670

Santa Ana, CA 92799

RE: ARNOLD - PROPERTY REPORT

Tax/Parcel No. 571-0003-0345-00

_ [Space Above This Line for Recording Data]

Original Principal Amount: \$80,860.00

Unpaid Principal Amount: \$73,099.57

New Principal Amount \$80,109.03 New Money (Cap): \$7,009.46 FHA\VA Case No.:

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 17TH day of FEBRUARY, 2012, between TONJA L ARNOLD UNMARRIED ("Borrower"), whose address is 183 FIRST AVE, ADDYSTON, OHIO 45001 and US BANK, NA ("Lender"), whose address is 17500 ROCKSIDE RD, BEDFORD, OH 44146 amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated OCTOBER 3, 2005 and recorded on OCTOBER 25, 2005 in BOOK 10075, AT PAGE(S) 803, HAMILTON COUNTY, OHIO, and (2) the Note, in the original principal amount of U.S. \$80,860.00, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property," located at 183 FIRST AVE, ADDYSTON, OHIO 45001

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

HUD Modification Agreement 01242012_45 First American Mortgage Services

Page 1



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

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

- 1. As of, MARCH 1, 2012 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$80,109.03, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. \$7,009.46 and other amounts capitalized, which is limited to escrows and any legal fees and related foreclosure costs that may have been accrued for work completed.
- 2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender Interest will be charged on the Unpaid Principal Balance at the yearly rate of 4.3750%, from MARCH 1, 2012. The Borrower promises to make monthly payments of principal and interest of U.S. \$399.97, beginning on the 1ST day of APRIL, 2012, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on MARCH 1, 2042 (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
- 3. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may require immediate payment in full of all sums secured by this Security Instrument.
 - If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.
- 4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever cancelled, null and void, as of the date specified in Paragraph No. 1 above:
 - (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
 - (b) all terms and provisions of any adjustable rate rider, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
- 5. If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.
- 6. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

HUD Modification Agreement 01242012_45
First American Mortgage Services

7. Borrower agrees to make and execute other documents or papers as may be necessary to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

HUD Modification Agreement 01242012_45 First American Mortgage Services

in witness whereof, the Lender have executed this Ag	greenient.
US BANK, NA	
() const	3-07-12
By DANA KOZAK (print nam Assistant Vice President (title)	ne) Date
Assistant Vice President (title)	
[Space Below This Line	e for Acknowledgments]
LENDED ACUNOWI EDCMENT	·
LENDER ACKNOWLEDGMENT	•
State of ONIS	
County of Childen Octor	
O	0 07 12
The foregoing instrument was acknowledged before n (date) by DANA KOZAK, the ASSISTANT VICE P	
(date) by DANA ROZAK, the ASSISTANT VICE P	, corporation, on behalf of the corporation
	1
NA PUSA	
LISA M. RHODES	Marilhodes
Notary Public, Statu of Ohio My Commission Expires 10-29-2012	(Signature of person taking acknowledgment)
	notan lubic
WENTER.	(Title or rank)
	(Serial Number, if any)
This instrument was prepared by:	
US BANK, NA	
17500 ROCKSIDE RD BEDFORD, OH 44146	·
DEDITORD, OH 44140	

HUD Modification Agreement 01242012_45 First American Mortgage Services

In Witness Whereof, I	have executed this Agreer	ment.	•
- 12 JU	(Seal)	D	(Seal)
Borroweł TONJA L ARNOLD	,	Borrower	
2/24/	12		
Date		Date	
Borrower	(Seal)	Borrower	(Seal)
Date	·	Date	
Borrower	(Seal)	Borrower	(Seal)
Date	Space Below Thi	Date is Line for Acknowledgments]	
BORROWER ACKN			
State of OHIO			
County of .HAMIL	JON_		
Γhe foregoing instrum (date) by <u>TONJA L A</u>	ent was acknowledged be RNOLD (name of person	fore methisFebruac acknowledged)	1999,3012
MARIAL SCALE		And	
	Davin Cunningham	(Signature of person taking	
	Natary Public, State of Ohlo		fory public
	My Commission Expires 05-18-2	016 (Title or rank)	0 .
OF OLIVER		(Seal Number, if any)	

HUD Modification Agreement 01242012_45 First American Mortgage Services

· Page 5

EXHIBIT A

BORROWER(S): TONJA L ARNOLD UNMARRIED

LOAN NUMBER:

LEGAL DESCRIPTION:

SITUATE IN THE VILLAGE OF ADDYSTON, HAMILTON COUNTY, OHIO AND PARCEL I: BEING PART OF LOT 2 OF C.W. SHORT'S SUBDIVISION AS PER PLAT RECORDED IN PLAT BOOK 7, PAGES 148 AND 149 OF THE HAMILTON COUNTY, OHIO RECORDS. BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTHWARDLY WITH THE EASTERLY LINE OF SAID LOT 2 AND THE WESTERLY LINE OF FIRST AVENUE, 50 FEET TO A STAKE; THENCE WESTWARDLY 165.40 FEET TO A STAKE IN THE WESTERLY LINE OF SAID LOT 2, AND SAID STAKE BEING 50 FEET SOUTHWARDLY FROM THE NORTHWEST CORNER OF SAID LOT 2; THENCE NORTHWARDLY WITH THE WESTERLY LINE OF SAID LOT 2, 50 FEET TO A STAKE AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE EASTWARDLY WITH THE NORTH LINE OF SAID LOT 2, 150 FEET TO THE PLACE OF BEGINNING. SITUATE IN THE VILLAGE OF ADDYSTON, HAMILTON COUNTY, OHIO AND BEING PART OF LOT 2 OF C.W. SHORT'S SUBDIVISION AS PER PLAT RECORDED IN PLAT BOOK 7, PAGES 148 AND 149 OF THE HAMILTON COUNTY, OHIO. STARTING AT THE NORTHEAST CORNER OF SAID LOT 2 OF SAID SUBDIVISION, MEASURE SOUTHWARDLY WITH THE EASTERLY LINE OF SAID LOT 2 AND THE WESTERLY LINE OF FIRST STREET, 50 FEET TO STAKE, BEING THE PLACE OF BEGINNING; THENCE MEASURE SOUTHWARDLY WITH THE EAST LINE OF SAID LOT 2 AND THE WEST LINE OF FIRST STREET, A DISTANCE OF 20 FEET TO A POINT; THENCE MEASURE WESTWARDLY AND PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 2 TO A POINT IN THE WEST LINE OF SAID LOT 2; THENCE MEASURE NORTHWARDLY ALONG SAID WEST LINE TO A POINT IN SAID WEST LINE, WHICH POINT IS 50 FEET SOUTHWARDLY FROM THE NORTHWEST CORNER OF LOT 2; THENCE EASTWARDLY TO A POINT IN THE EASTERLY LINE OF SAID LOT 2. BEING THE PLACE OF BEGINNING. NO.: 571-0003-0345-00

ALSO KNOWN AS: 183 FIRST AVE, ADDYSTON, OHIO 45001

WHEN RECORDED, RETURN TO: FIRST AMERICAN MORTGAGE SERVICES 1100 SUPERIOR A VENUE, SUITE 200 CLEVELAND, OHIO 44114 NATIONAL RECORDING

ARNOLD
OH
FIRST AMERICAN ELS
MODIFICATION AGREEMENT

HUD Modification Agreement 01242012_45 First American Mortgage Services

Page 6

Norbert A Nadel Hamilton County Recorder's Office Doc #: 18-0003905 Type: MT Filed: 01/16/18 08:40:18 AM \$68.00

Off. Rec.: 13584 00595 F 7 145

b1358400595Fb

This Document Prepared By: BRANDON HALL U.S. BANK N.A. 4801 FREDERICA ST OWENSBORO, KY 42301 (800) 365-7772

When Recorded Mail To: FIRST AMERICAN TITLE CO. DTO – MAIL STOP 3-2-8 3 FIRST AMERICAN WAY SANTA ANA, CA 92707-9991

Tax/Parcel #: 571-3-342 & 571-3-345

[Space Above This Line for Recording Data]

Original Principal Amount: \$80,860.00 Unpaid Principal Amount: \$72,597.63 New Principal Amount: \$77,281.49 Capitalization Amount: \$4,683.86 FHA/VA/RHS Case No.: Loan No:

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 19TH day of DECEMBER, 2017, between TONJA L BALES AND CHRISTOPHER A BALES, WIFE AND HUSBAND ("Borrower"), whose address is 183 FIRST ST, ADDYSTON, OHIO 45001 and U.S. BANK N.A. ("Lender"), whose address is 4801 FREDERICA ST, OWENSBORO, KY 42301 amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated OCTOBER 3, 2005 and recorded on OCTOBER 25, 2005 in INSTRUMENT NO. 05181628, HAMILTON COUNTY, OHIO, and (2) the Note, in the original principal amount of U.S. \$80,860.00, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property," located at

183 FIRST ST, ADDYSTON, OHIO 45001

HUD Modification Agreement 11222017_45

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

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

SEE ATTACHED EXHIBIT "B" FOR MORTGAGE SCHEDULE

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

- As of, JANUARY 1, 2018 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$77,281.49, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest and other amounts capitalized, which is limited to escrows, and any legal fees and related foreclosure costs that may have been accrued for work completed, in the amount of U.S. \$4,683.86.
- 2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 4.1250%, from JANUARY 1, 2018. The Borrower promises to make monthly payments of principal and interest of U.S. \$374.54, beginning on the 1ST day of FEBRUARY, 2018, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on JANUARY 1, 2048 (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
- 3. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may require immediate payment in full of all sums secured by this Security Instrument.
 - If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.
- 4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever cancelled, null and void, as of the date specified in Paragraph No. 1 above:
 - (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
 - (b) all terms and provisions of any adjustable rate rider, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
- 5. If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.

- 6. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.
- 7. Borrower agrees to make and execute other documents or papers as may be necessary to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

In Witness Wherefor Have executed this Agreement. Borrower JONIAL BALES Borrower: CHRISTOPHER A BALES *signing solely to acknowled any personal liability for the debt	dge this Agreement, but not to incur	12:38:17 Date 12-85
Borrower:	.	Date
Borrower: [Space Below This Line for A	cknowledgments]	Date
BORROWER ACKNOWLEDGMENT		
State of OHIO		
County of Hamilton		
The foregoing instrument was acknowledged before me this TONJA L BALES, CHRISTOPHER A BALES (name of page 1).	person acknowledged)	
Notary Public Printed Name: KUTIER HVISONG	SARLER NO. SWO. SWO. SWO. SWO. SWO. SWO. SWO. SW	OUBLIC
My Commission expires: 091912021	to see the	/
Prepared by: BRANDON HALL U.S. BANK N.A. 4801 FREDERICA ST OWENSBORO, KY 42301 (800) 365-7772	RECORMEDIAN FIRST AMERICAN TITLI DTO – MAIL STOP 3-2-8 3 FIRST AMERICAN WA' SANTA ANA, CA 92707-9	Y

In Witness Whereof, the Lender has executed this Agreement.	
U.S. BANK N.A. Leana Q. Wordup By LENYA A. HEINGTIX (print name) Mortgage Document Officer (title)	118118 Date
[Space Below This Line for Acknowledge Control of the Control	owledgments]
LENDER ACKNOWLEDGMENT	
STATE OF KENTUCKY COUNTY OF DAVIESS	
The foregoing instrument was acknowledged before me this Ltona A. Hendrix, the MORTGAGE DOC national association, on behalf of said national association.	• •
Notary Public Printed Name: JENNIFEY AYNOID My commission expires: 10 10 2020	OFFICIAL SEAL JENNIFER ARNOLD NOTARY EXPITICATY STATE-AT-LARGE My Comm. Expires 10-10-2020 ID # 586473

EXHIBIT B MORTGAGE SCHEDULE

Mortgage made by TONJA L BALES AND CHRISTOPHER A BALES, WIFE AND HUSBAND to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ACTING SOLELY AS NOMINEE FOR DAVID MORTGAGE INC. for \$80,860.00 and interest, dated OCTOBER 3, 2005 and recorded on OCTOBER 25, 2005 in INSTRUMENT NO. 05181628.

This mortgage was assigned from MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR DAVID MORTGAGE INC. (assignor), to U.S. BANK, N.A. (assignee), by assignment of mortgage dated AUGUST 30, 2010 and recorded on SEPTEMBER 3, 2010 in INSTRUMENT NO. 10-0103264.

Loan Modification Agreement made by TONJA L ARNOLD UNMARRIED to US BANK, NA dated FEBRUARY 17, 2012 and recorded on MAY 29, 2012 in INSTRUMENT NO. 12-0066841. Modified amount is now \$80,109.03. Mortgage tax paid: \$0.00.

Exhibit "A"

Parcel I:

Situate in the Village of Addyston, Hamilton County, Ohio and being part of Lot 2 of C.W. Short's Subdivision as per plat recorded in Plat Book 7, pages 148 and 149 of the Hamilton County, Ohio Records. Beginning at the northeast comer of said Lot 2; thence southwardly with the easterly line of said Lot 2 and the westerly line of First Avenue, 50 feet to a stake; thence westwardly 165.40 feet to a stake in the westerly line of said Lot 2, and said stake being 50 feet southwardly from the northwest comer of said Lot 2; thence northwardly with the westerly line of said Lot 2, 50 feet to a stake at the northwest corner of said Lot 2; thence eastwardly with the north line of said Lot 2, 150 feet to the place of beginning.

Parcel II:

Situate in the Village of Addyston, Hamilton County, Ohio and being part of Lot 2 of C.W. Short's Subdivision as per plat recorded in Plat Book 7, pages 148 and 149 of the Hamilton County, Ohio. Starting at the northeast corner of saidLot 2 of said Subdivision, measure southwardly with the easterly line of said Lot 2 and the westerly line of First Street, 50 feet to a stake, being the place of beginning; thence measure southwardly with the east line of said Lot 2 and the west line of First Street, a distance of 20 feet to a point; thence measure westwardly and parallel with the southerly line of said Lot 2 to a point in the west line of said Lot 2; thence measure northwardly along said west line to a point in said west line, which point is 50 feet southwardly from the northwest corner of Lot 2; thence eastwardly to a point in the easterly line of said Lot 2, being the place of beginning.

Auditor's Parcel Numbers: 571-3-342 & 571-3-345

05DT0112 ARNOLD 571-3-342

Return To:

Exhibit C

Rebecca Prem Groppe Hamilton County Recorders Office Doc #: 05-0181628 Type: MT Filed: 10/25/05 07:59:27 AM Off.Rec.: 10075 00803 F G2 10 161

[Space Above This Line For Recording Data]

State of Ohio

OPEN-END MORTGAGE

FHA Case No.

MIN

THIS MORTGAGE ("Security Instrument") is given on The Mortgagor is

OCTOBER 3

2005

TONJA L. ARNOLD, AN UNMARRIED WOMAN AKA TONJA ARNOLD

whose current mailing address is 1308 BROADWAY #2, CINCINNATI, OHIO 45202

("Borrower"). This Security Instrument is given to Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns), as mortgagee. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

DAVID MORTGAGE INC.

("Lender") is organized and existing under the laws of

OHIO

, and

has an address of 9155 GOVERNORS WAY CINCINNATI, OHIO 45249

. Borrower owes Lender the principal sum of

EIGHTY THOUSAND EIGHT HUNDRED SIXTY DOLLARS AND NO CENTS

Dollars (U.S. \$ 80,860.00

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which

provides for monthly payments, with the full debt, if not paid earlier, due and payable on OCTOBER . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance

of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower

FHA Ohio Open-End Mortgage with MERS- 4/96 VMP-4N(OH) (0405) Amended 1/02 Page 1 of 8 Printed on Recycled Paper. Initials:

VMP Mortgage Solutions, Inc. (800)521-7291



does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in County, Ohio: HAMILTON

DESCRIPTION ATTACHED HERETO AS EXHIBIT A.

There are excepted from the warranty covenants set forth herein matters of zoning, conditions and restrictions and easements of record.

Parcel ID Number: which has the address of 183 FIRST AVENUE

[Street]

[City], Ohio 45001

[Zip Code] ("Property Address");

ADDYSTON

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

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

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.

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and

interest on, the debt evidenced by the Note and late charges due under the Note.

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

Page 2 of 8

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

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

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

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

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

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

Third, to interest due under the Note;

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

Fifth, to late charges due under the Note.

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

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

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



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Initials:

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

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

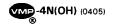
Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

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

Page 4 of 8

Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

- 8. Fees. Lender may collect fees and charges authorized by the Secretary.
- 9. Grounds for Acceleration of Debt.
 - (a) Default. Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:
 - (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
 - (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.
 - (b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:
 - (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
 - (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.
 - (c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.
 - (d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.
 - (e) Mortgage Not Insured. Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.
- 10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.



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- 11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
- 15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- 16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

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

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

Page 6 of 8

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

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

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

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

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

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

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

- 19. Release. Upon payment of all sums secured by this Security Instrument, Lender shall discharge this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
- 20. Advances to Protect Security. This Security Instrument shall secure the unpaid balance of advances made by Lender, with respect to the Property, for the payment of taxes, assessments, insurance premiums and costs incurred for the protection of the Property.

incurred for the protection of the Property.	•	
21. Riders to this Security Instrume	ent. If one or more riders are execute	d by Borrower and recorded together
with this Security Instrument, the covena-	ants of each such rider shall be inc	orporated into and shall amend and_
supplement the covenants and agreements	of this Security Instrument as if the	rider(s) were a part of this Security
Instrument. [Check applicable box(es)].		
Condominium Rider	Growing Equity Rider	Other [specify]
☐ Planned Unit Development Rider	Graduated Payment Rider	
-	•	





Page 7 of 8

Initials:

10075

itnesses:		
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	TONJA L. ARNOLD	rrowe
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TATE OF OHIO, HAMILTON	County ss:	
	3rd day of OCTOBER 2005	, by
TONJA L. ARNOLD, AN UNMARRIED WOMAN		
My Commission Expires:	James Imalsien	
Ty Commission Expires.	Notary Public	
ARY PUB	This instrument was prepared by:	
PAMELA G. McGUIRE	•	
PAMELA G. Microsian Notary Public, State of Ohio Notary Public, State of Ohio		

OHIO HOUSING FINANCE AGENCY SINGLE FAMILY MORTGAGE REVENUE BOND PROGRAM

ADDENDUM TO MORTGAGE

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

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

IN WITNESS WHEREOF, the Borrower ("Mortga OCTOBER (month) of 2005 (y	agor") has executed this Addendum on this <u>3RD</u> day year).
Signature M. M. M. Arnold	Signature
Printed_TDNja Arnold	Printed
STATE OF OHIO	
COUNTY OF HAMILTON	
within and for said County and State, personally known to be the persons(s) described in and who, Addendum to Mortgage, and acknowledged, depo	(month), 2005 (year), before me, a Notary Public appeared TONJA L. ARNOLD to me being by me first duly sworn, executed the foregoing osed and said that he/she/they executed the same as formation and certifications contained therein are true **Roman J M July **Notary Public**
My Commission Expires: AUGUST 20, 2008	
This instrument was prepared by: MICHAEL C. FL Address: 3500 RED BANK ROAD, CINCINNATI, O	ETCHER, ATTORNEY AT LAW HIO 45227

Parcel I:

571-3-3

Situate in the Village of Addyston, Hamilton County, Ohio and being part of Lot 2 of C.W. Short's Subdivision as per plat recorded in Plat Book 7, pages 148 and 149 of the Hamilton County, Ohio Records. Beginning at the northeast comer of said Lot 2; thence southwardly with the easterly line of said Lot 2 and the westerly line of First Avenue, 50 feet to a stake; thence westwardly 165.40 feet to a stake in the westerly line of said Lot 2, and said stake being 50 feet southwardly from the northwest comer of said Lot 2; thence northwardly with the westerly line of said Lot 2, 50 feet to a stake at the northwest corner of said Lot 2; thence eastwardly with the north line of said Lot 2, 150 feet to the place of beginning.

Parcel II:

1571-3-345

Situate in the Village of Addyston, Hamilton County, Ohio and being part of Lot 2 of C.W. Short's Subdivision as per plat recorded in Plat Book 7, pages 148 and 149 of the Hamilton County, Ohio. Starting at the northeast corner of saidLot 2 of said Subdivision, measure southwardly with the easterly line of said Lot 2 and the westerly line of First Street, 50 feet to a stake, being the place of beginning; thence measure southwardly with the east line of said Lot 2 and the west line of First Street, a distance of 20 feet to a point; thence measure westwardly and parallel with the southerly line of said Lot 2 to a point in the west line of said Lot 2; thence measure northwardly along said west line to a point in said west line, which point is 50 feet southwardly from the northwest corner of Lot 2; thence eastwardly to a point in the easterly line of said Lot 2, being the place of beginning.

Auditor's Parcel Numbers: 571-3-342 & 571-3-345

DESCRIPTION ACCEPTABLE HAMILICA COUNTY ENGINEERS

Tax Map

10075

Exhibit D

Wayne Coates
Hamilton County Recorders Office
Doc #: 10-0103264 Type: AM
Filed: 09/03/10 01:45:07 PM \$36.00
Off.Rec.: 11522 02602 F L23 3

546

LS&R No.:

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Mortgage Electronic Registration Systems, Inc. as nominee for David Mortgage Inc., its successors and assigns, whose address is 3300 SW 34th Ave., Suite 101, Ocala, FL 34474, does hereby assign to U.S. Bank, N.A., whose address is 800 Moreland Street, Owensboro, KY 42304, all of its interest in that certain mortgage from Tonja L. Arnold, an unmarried woman aka Tonja Arnold to Mortgage Electronic Registration Systems, Inc. as nominee for David Mortgage Inc., its successors and assigns, dated October 3, 2005, recorded October 25, 2005, in Volume 10075, Page 803, in the office of the Hamilton County Recorder, and secured by the following real estate:

See attached legal description.

PROPERTY ADDRESS:

183 First Avenue Addyston, OH 45001

IN WITNESS WHEREOF, Mortgage Electronic Registration Systems, Inc. as nominee for David Mortgage Inc., its successors and assigns has set its hand on the date set forth below.

Mortgage Electronic Registration Systems, Inc. as nominee for David Mortgage Inc., its successors and assigns

Hewart.

By:

*Kim Stewart

*Assistant Secretary

STATE OF Kentucky

SS.

COUNTY OF <u>Daviess</u>

WITNESS my hand and official seal.

GEFICIAL SEAL
JENNIFER BOZARTH
NOTARY PUBLIC - KENTUCKY
STATE-AT-LARGE
My Comm. Expires Sept. 14, 2013

This instrument was prepared by: LERNER, SAMPSON & ROTHFUSS A Legal Professional Association P.O. Box 5480 Cincinnati, OH 45201-5480 Notary Public My Commission Expires: 9-14-13

Legal Description

Parcel I:

Situate in the Village of Addyston, Hamilton County Ohio and being part of Lot 2 of C.W. Short's Subdivision as per plat recorded in Plat Book 7, pages 148 and 149 of the Hamilton County, Ohio Records. Beginning at the northeast corner of said Lot 2; thence southwardly with the easterly line of said Lot 2 and the westerly line of First Avenue, 50 feet to a stake; thence westwardly 165.40 feet to a stake in the westerly line of said Lot 2, and said stake being 50 feet southwardly from the northwest corner of said Lot 2; thence northwardly with the westerly line of said Lot 2, 50 feet to a stake at the northwest corner of said Lot 2; these eastwardly with the north line of said Lot 2, 150 feet to the place of beginning.

Parcel II:

Situate in the Village of Addyston, Hamilton County, Ohio and being part of Lot 2 of C.W. Short's Subdivision as per plat recorded in Plat Book 7, pages 148 and 149 of the Hamilton County, Ohio. Starting at the northeast corner of said Lot 2 of said Subdivision, measure southwardly with the easterly line of said Lot 2 and the westerly line of First Street, 50 feet to a stake, being the place of beginning thence measure southwardly with the east line of said Lot 2 and the west line of First Street, a distance of 20 feet to a point; thence measure westwardly and parallel with the southerly line of said Lot 2 to a point in the west line of said Lot 2; thence measure northwardly along said west line to a point in said west line, which point is 50 feet southwardly from the northwest corner of Lot 2, thence eastwardly to a point in the easterly line of said Lot 2, being the place of beginning.



PRELIMINARY JUDICIAL REPORT Issued by CHICAGO TITLE INSURANCE COMPANY

Order No.:

GUARANTEED PARTY: U.S. BANK, N.A.

GUARANTEED PARTY ADDRESS: 800 MORELAND STREET, OWENSBORO, KY 42304

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 \$72,616.00. 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 TONJA L. ARNOLD, AN UNMARRIED WOMAN by instrument recorded in Book 10075, Page 800, Instrument No. 05-0181626 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

Michael J. Nolan President

Signed By:

AUTHORIZED SIGNATORY



SCHEDULE A DESCRIPTION OF LAND

PARCEL I: SITUATE IN THE VILLAGE OF ADDYSTON, HAMILTON COUNTY, OHIO AND BEING PART OF LOT 2 OF C.W. SHORT'S SUBDIVISION AS PER PLAT RECORDED IN PLAT BOOK 7, PAGES 148 AND 149 OF THE HAMILTON COUNTY, OHIO RECORDS, BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTHWARDLY WITH THE EASTERLY LINE OF SAID LOT 2 AND THE WESTERLY LINE OF FIRST AVENUE, 50 FEET TO A STAKE; THENCE WESTWARDLY 165.40 FEET TO A STAKE IN THE WESTERLY LINE OF SAID LOT 2, AND SAID STAKE BEING 50 FEET SOUTHWARDLY FROM THE NORTHWEST COMER OF SAID LOT 2; THENCE NORTHWARDLY WITH THE WESTERLY LINE OF SAID LOT 2, 50 FEET TO A STAKE AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE EASTWARDLY WITH THE NORTH LINE OF SAID LOT 2, 150 FEET TO THE PLACE OF BEGINNING. PARCEL II: SITUATE IN THE VILLAGE OF ADDYSTON, HAMILTON COUNTY, OHIO AND BEING PART OF LOT 2 OF C.W. SHORT'S SUBDIVISION AS PER PLAT RECORDED IN PLAT BOOK 7, PAGES 148 AND 149 OF THE HAMILTON COUNTY, OHIO. STARTING AT THE NORTHEAST CORNER OF SAID LOT 2 OF SAID SUBDIVISION, MEASURE SOUTHWARDLY WITH THE EASTERLY LINE OF SAID LOT 2 AND THE WESTERLY LINE OF FIRST STREET, 50 FEET TO A STAKE, BEING THE PLACE OF BEGINNING THENCE MEASURE SOUTHWARDLY WITH THE EAST LINE OF SAID LOT 2 AND THE WEST LINE OF FIRST STREET, A DISTANCE OF 20 FEET TO A POINT; THENCE MEASURE WESTWARDLY AND PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 2 TO A POINT IN THE WEST LINE OF SAID LOT 2; THENCE MEASURE NORTHWARDLY ALONG SAID WEST LINE TO A POINT IN SAID WEST LINE, WHICH POINT IS 50 FEET SOUTHWARDLY FROM THE NORTHWEST CORNER OF LOT 2, THENCE EASTWARDLY TO A POINT IN THE EASTERLY LINE OF SAID LOT 2, BEING THE PLACE OF BEGINNING.

PARCEL NUMBERS: 571-0003-0342-00, 571-0003-0345-00

PROPERTY ADDRESS: 183 FIRST ST

ADDYSTON, OH 45001



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.: 571-0003-0342-00

ASSESSOR'S TAX ID: 571-0003-0342-00

TOTAL: \$369.18

FIRST INSTALLMENT: \$186.62 PAID (DUE DATE:N/A) SECOND INSTALLMENT: \$182.56 PAID (DUE DATE:N/A)

LAND VALUE: \$1,890.00

IMPROVEMENT VALUE: \$4,940,00

EXEMPTION:

SPECIAL ASSESSMENT:N/A

NOTES:

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

ASSESSOR'S PARCEL NO.: 571-0003-0345-00 ASSESSOR'S TAX ID: 571-0003-0345-00

TOTAL: \$25.42

FIRST INSTALLMENT: \$12.71 PAID (DUE DATE:N/A) SECOND INSTALLMENT: \$12.71 PAID (DUE DATE:N/A)

LAND VALUE: \$460.00 **IMPROVEMENT VALUE:**

EXEMPTION:

SPECIAL ASSESSMENT:N/A

NOTES:

- 3. 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.
- 4. ANY LEASE, GRANT, EXCEPTION OR RESERVATION OF MINERALS OR MINERAL RIGHTS TOGETHER WITH ANY RIGHTS APPURTENANT THERETO.
- 5. 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.
- 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.

Form No. 72-40935

SCHEDULE B

(Continued)

- 7. SUBJECT TO MORTGAGE FROM TONJA L. ARNOLD, AN UNMARRIED WOMAN AKA TONJA ARNOLD TO MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ACTING SOLELY AS NOMINEE FOR DAVID MORTGAGE INC. IN BOOK 10075, PAGE 803, INSTRUMENT NO. 05-0181628 IN THE AMOUNT OF \$80,860.00, OPEN ENDED TO \$80,860.00, DATED 10/03/2005, RECORDED 10/25/2005, IN HAMILTON COUNTY RECORDS. NO PUD / CONDO RIDER ATTACHED
 - a. ASSIGNMENT OF RECORD BETWEEN MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ACTING SOLELY AS NOMINEE FOR DAVID MORTGAGE INC. ITS SUCCESSORS AND ASSIGNS AND U.S. BANK, N.A. AS SET FORTH IN BOOK 11522, PAGE 2602, INSTRUMENT NO. 10-0103264, DATED 08/30/2010, RECORDED 09/03/2010 IN HAMILTON COUNTY RECORDS.
 - b. LOAN MODIFICATION AGREEMENT OF RECORD BETWEEN TONJA L. ARNOLD UNMARRIED AND U.S. BANK, N.A. AS SET FORTH IN BOOK 12027, PAGE 500, INSTRUMENT NO. 12-0066841, DATED 02/17/2012, RECORDED 05/19/2012 IN HAMILTON COUNTY RECORDS. AMOUNT: \$80,109.03
 - c. LOAN MODIFICATION AGREEMENT OF RECORD BETWEEN TONJA L. BALES AND CHRISTOPHER A. BALES, WIFE AND HUSBAND AND U.S. BANK, N.A. AS SET FORTH IN BOOK 13584, PAGE 595, INSTRUMENT NO. 18-0003905, DATED 12/19/2017, RECORDED 01/16/2018 IN HAMILTON COUNTY RECORDS. AMOUNT: \$77,281.49
- 8. SUBJECT TO MORTGAGE FROM TONJA L. BALES AKA TONJA L. ARNOLD AKA TONJA ARNOLD, SINGLE TO SECRETARY OF HOUSING AND URBAN DEVELOPMENT IN BOOK 14396, PAGE 3363, INSTRUMENT NO. 2021-0046883 IN THE AMOUNT OF \$3,928.49, DATED 04/01/2021, RECORDED 04/14/2021, IN HAMILTON COUNTY RECORDS.

Form No. 72-40935

CONDITIONS AND STIPULATIONS OF THIS PRELIMINARY JUDICIAL REPORT

1. Definition of Terms

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

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

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

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

2. Determination of Liability

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

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

3. Liability of Company

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

4. Notice of Claim to be given to Guaranteed Party

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

5. Extent of Liability

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

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

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

Form No. 72-40935

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)

Exhibit F

Scott Crowley
Hamilton County Recorder's Office
Doc #: 2021-0046883 Type: MT
Filed: 04/14/21 02:13:15 PM \$82.00

Off. Rec.: 14396 03363 F 8 595

Recording Requested By/Return To: U.S. BANK FULFILLMENT SERVICES 999 TECH ROW, #200 MADISON HEIGHTS, MICHIGAN 48071

[Space Above This Line For Recording Data] —

PARTIAL CLAIM MORTGAGE

FHA Case Number

Property Address: 183 FIRST ST, ADDYSTON, OHIO 45001-0000

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on the date of execution. The Mortgagor is TONJA L BALES AKA TONJA L ARNOLD AKA TONJA ARNOLD, SINGLE, whose address is 183 FIRST ST, ADDYSTON, OHIO 45001-0000 ("Borrower"). This Security Instrument is given to the Secretary of Housing and Urban Development, and whose address is 451 7th Street S.W., Washington, DC 20410 ("Lender"). Borrower owes Lender the principal sum of THREE THOUSAND NINE HUNDRED TWENTY-EIGHT AND 49/100THS Dollars (U.S. \$3,928.49).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for the full debt, if not paid earlier, due and payable on JANUARY 01, 2048.

Notwithstanding the foregoing or any other provisions contained herein, if personal liability with respect to any amounts payable under the primary Note has been discharged in bankruptcy, Borrower and Lender understand and agree that nothing contained herein with respect to any amounts payable under this Note, shall be construed to impose personal liability to repay any such obligation in violation of such discharge. Borrower and Lender further understand and agree that to the extent that such personal liability with respect to any amounts payable under the primary Note has been discharged in bankruptcy, Borrower is entering into this Note

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(page 1 of 8)

voluntarily for the benefits to be obtained thereby and not as an affirmation of the debt evidenced by the primary Note, and that this Note, or any actions taken by the Lender in relation to this Note, does not constitute a demand for payment or any attempt to collect any such previously discharged obligation.

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, advanced under Paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, warrant, grant and convey to the Lender, with the power of sale the following described property located in HAMILTON County, OHIO:

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LEGAL DESCRIPTION:

THE LAND REFERRED TO IS SITUATED IN THE COUNTY OF HAMILTON, VILLAGE OF ADDYSTON AND STATE OF OHIO, DESCRIBED AS FOLLOWS: PARCEL 1: SITUATE IN THE VILLAGE OF ADDYSTON, HAMILTON COUNTY, OHIO AND BEING PART OF LOT 2 OF C.W. SHORT'S SUBDIVISION AS PER PLAT RECORDED IN PLAT BOOK 7, PAGES 148 AND 149 OF THE HAMILTON COUNTY, OHIO RECORDS. BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTHWARDLY WITH THE EASTERLY LINE OF SAID LOT 2 AND THE WESTERLY LINE OF FIRST AVENUE, 50 FEET TO A STAKE; THENCE WESTWARDLY 165.40 FEET TO A STAKE IN THE WESTERLY LINE OF SAID LOT 2, AND SAID STAKE BEING 50 FEET SOUTHWARDLY FROM THE NORTHWEST CORNER OF SAID LOT 2; THENCE NORTHWARDLY WITH THE WESTERLY LINE OF SAID LOT 2, 50 FEET TO A STAKE AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE EASTWARDLY WITH THE NORTH LINE OF SAID LOT 2, 150 FEET TO THE PLACE OF BEGINNING, PARCEL II: SITUATE IN THE VILLAGE OF ADDYSTON, HAMILTON COUNTY, OHIO AND BEING PART OF LOT 2 OF C.W. SHORT'S SUBDIVISION AS PER PLAT RECORDED IN PLAT BOOK 7. PAGES 148 AND 149 OF THE HAMILTON COUNTY. OHIO. STARTING AT THE NORTHEAST CORNER OF SAIDLOT 2 OF SAID SUBDIVISION, MEASURE SOUTHWARDLY WITH THE EASTERLY LINE OF SAID LOT 2 AND THE WESTERLY LINE OF FIRST STREET, 50 FEET TO STAKE, BEING THE PLACE OF BEGINNING; THENCE MEASURE SOUTHWARDLY WITH THE EAST LINE OF SAID LOT 2 AND THE WEST LINE OF FIRST STREET, A DISTANCE OF 20 FEET TO A POINT; THENCE MEASURE WESTWARDLY AND PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 2 TO A POINT IN THE WEST LINE OF SAID LOT 2; THENCE MEASURE NORTHWARDLY ALONG SAID WEST LINE TO A POINT IN SAID WEST LINE, WHICH POINT IS 50 FEET SOUTHWARDLY FROM THE NORTHWEST CORNER OF LOT 2; THENCE EASTWARDLY TO A POINT IN THE EASTERLY LINE OF SAID LOT 2, BEING THE PLACE OF BEGINNING. PARCEL ID: 571-0003-0342-00, 571-0003-0345-00 Tax Parcel No.:

571-0003-0342-00, 571-0003-0345-00

which has the address of 183 FIRST ST, ADDYSTON, OHIO 45001-0000 ("Property Address").

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

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and

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(page 3 of 8)

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

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

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

- 1. Payment of Principal. Borrower shall pay when due the principal of the debt evidenced by the Note.
- 2. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 3. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the term of this Security Instrument or the Note without that Borrower's consent.
- 4. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method.

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(page 4 of 8)

The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to: U.S. Department of Housing and Urban Development, Attention: Single Family Notes Branch, 451 7th Street S.W., Washington, DC 20410 or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

- 5. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
- **6. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

NON-UNIFORM COVENANTS.

Borrower and Lender further covenant and agree as follows:

7. Acceleration; Remedies.

Lender shall give notice to Borrower, in accordance with Paragraph 4 of this Security Instrument, prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument, as required by applicable law. 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 Paragraph 7, including, but not limited to, costs of title evidence.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 4 of the Note, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. § 3751 et seq.) by requesting a foreclosure commissioner designated

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Date: 4 / 1 2

under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this paragraph or applicable law.

8. Release.

Upon payment of all sums secured by this Security Instrument Lender shall discharge this Security Instrument without charge to Borrower. Lender may charge Borrower for the actual costs and fees of recordation of the release where recordation is the Borrower's responsibility under applicable law.

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

BOTTOWER - TON IN BALLEY AKA TON IA I ARNOLD AKA TON IA ARNOLL

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(page 6 of 8)

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State of OHIO Hami **Enter County Here**

instrument

was

acknowledged before me thi

My Commission Expires:

(Signature of person taking acknow/edgment)

(Seal, if any, place below)



LEAH DOUGLAS Notary Public State of Ohio My Comm. Expires June 16, 2025

Title or rank: Notary Public

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

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(page 7 of 8)

This instrument was prepared by:

U.S. BANK NATIONAL ASSOCIATION 4801 FREDERICA ST OWENSBORO, KENTUCKY 42301

Kevin Bunch

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