

PAVAN PARIKH HAMILTON COUNTY CLERK OF COURTS

COMMON PLEAS DIVISION

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PAVAN PARIKH
Clerk of Courts
Hamilton County, Ohio
CONFIRMATION 1360176

KEYBANK NATIONAL ASSOCIATION vs. LANAME J JONES A 2303535

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EFR200

IN THE COURT OF COMMON PLEAS HAMILTON COUNTY, OHIO

KeyBank National Association 4910 Tiedeman Road Brooklyn, OH 44144;

Plaintiff

CASE NO.

PPN: 107-0012-0005-00

JUDGE

COMPLAINT FOR FORECLOSURE

-VS-

Laname J. Jones 877 Hutchins Avenue Cincinnati, OH 45229;

Unknown Spouse, if any, of Laname J. Jones 877 Hutchins Avenue Cincinnati, OH 45229;

Defendants

FIRST COUNT

1. Plaintiff says that it is the holder of and/or entitled to enforce the promissory note, a copy of which is hereto attached, marked EXHIBIT "A" and made a part hereof; that by reason of default in payment of the said note and mortgage securing same, it has declared said debt due; that there is due and unpaid thereon the sum of \$109,857.53 plus interest at the rate of 4.56% per annum from January 13, 2023. Plaintiff further says that it has complied with all conditions precedent as set forth in the note and mortgage.

SECOND COUNT

- 2. Plaintiff incorporates herein by reference all of the allegations contained in its first count, and further says that it is the holder of a certain mortgage deed, securing the payment of said promissory note, a copy of which is attached hereto, marked EXHIBIT "B", and being Permanent Parcel #107-0012-0005-00, and made a part hereof; that said mortgage is a valid and first lien upon said premises.
- 3. Plaintiff says that the conditions of said mortgage have been broken by reason of default in payment, and the same has become absolute; that the Defendants named in the Complaint, claim or may claim an interest in the premises described in EXHIBIT "B".
- 4. Plaintiff says that pursuant to the covenants and conditions of said mortgage deed it may, from time to time during the pendency of this action, advance sums to pay real estate taxes, hazard insurance premiums and property protection and maintenance.
- 5. Plaintiff says that the conditions of said mortgage have been broken by reason of default in payment, and the same has become absolute; that the Defendants named in the Complaint, have or claim to have an interest in the premises as referenced in the attached

Preliminary Judicial Report, marked as EXHIBIT "C". The original Preliminary Judicial Report

has been filed herewith.

WHEREFOREPlaintiff demands judgment against the Defendant Laname J. Jones in

the sum of \$109,857.53 plus interest at the rate of 4.56% per annum from January 13, 2023; that

the Defendants named herein be required to answer and set up any claim that they may have in

said premises or be forever barred; that the Plaintiff be found to have a valid and first lien on said

premises for this amount so owing together with its advances made pursuant to the terms of the

mortgage for real estate taxes and, hazard insurance premiums, and the premises be ordered

appraised, advertised, and sold according to law, and that from the proceeds the Plaintiff be paid

the amount found due it, and for such other and further relief as equity entitled it to receive.

REIMER LAW CO.

Peter L. Mehler (0075283)

Douglas A. Haessig (0079200)

P.O. Box 39696

Solon, OH 44139

Phone: (440) 600-5500 Ext. 191

Fax: 440-600-5520

Email: pmehler@reimerlaw.com

Exhibit A

FIXED RATE NOTE

KeyBank National Association 4910 Tiedeman Road Brooklyn, OH 44144 (513) 871-6600

Borrower(s):

LANAME J. JONES

Borrower(s) Address:

877 HUTCHINS AVE CINCINNATI, OH 45229

Loan Number: Note Date: 12/30/21 Maturity Date: 01/13/42

Principal Amount: \$113,955.15 Interest Rate: 4.560% Officer ID. JRS38

Mortgage Loan Originator ID:

- 1. BORROWER'S PROMISE TO PAY. In return for a loan that I have received, I promise to pay U S \$ (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is 113.955.15 I will make all payments under this Note in the form of KeyBank National Association cash, check or money order, in U.S. Dollars. 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 referred to as "you" in this Note
- 2. INTEREST. I promise to pay daily simple interest on the unpaid Principal at an annual rate of 4.560 % until the full amount of Principal has been paid. Interest will accrue on a 365/365-day basis (366/366 in a leap year). This means if I generally make my payments late, I may pay more interest over the life of this Note If I generally make my payments early, I will pay less interest. The interest rate required by this Section is the rate I will pay both before and after any default under this Note or any instrument securing this Note,
- 3. PAYMENTS. I will pay Principal and interest by making payments according to the following schedule. 239 PAYMENTS OF \$725.29 BEGINNING FEBRUARY 13, 2022 AND CONTINUING AT MONTHLY TIME INTERVALS THEREAPTER. A FINAL PAYMENT OF THE UNPAID BALANCE PLUS ACCRUED INTEREST AND UNPAID FEES, IF ANY, IS DUE AND PAYABLE ON JANUARY 13, 2042.

Unless otherwise required under applicable law, each scheduled payment will be applied first to accrued and unpaid interest, then to Principal, then to late fees and other charges, or as you in your sole discretion may otherwise determine. The date of my final scheduled payment is the "Matuniy Date" for this Note If I still owe amounts under this Note on the Maturity Date, I will pay those amounts in full on that date. I will make my monthly payments at any KeyBank location, the address provided on my billing statement, or at a different place if you require

- 4. BORROWER'S RIGHT TO PREPAY. I have the right to make payments of Principal at any time before they are due without penalty. A payment of Principal only is known as a "Prepayment" A "Prepayment in Full" is the prepayment of the entire unpaid Principal then due under the Note. A payment of only part of the unpaid Principal is known as a "Partial Prepayment." When I make a Prepayment, I will tell you in writing that I am doing so I may not designate a payment as a Partial Prepayment if I have not made all the monthly payments due under the Note You will use my Prepayments to reduce the amount of Principal that I owe under this Note However, you may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, fees, and insurance before applying my Prepayment to reduce the Principal amount of the Note If I make a Partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless you agree in writing to those changes.
- 5. PAYMENT IN FULL. If I wish to make a payment in satisfaction of a disputed amount or balance, I must send it to P. O. Box 94920

Cleveland, OH 44101-4920 with a letter of explanation. You may accept late payments, partial payments, or payments marked "payment in full," or having similar language, without waiving your rights under this Note

- 6. OTHER CHARGES. I agree to pay the following other charges
- (A) Late Charge. If you have not received the full amount of any monthly payment I owe by the end of 10 calendar days after the date it is due, I will pay you a late charge. The amount of the charge will be the lesser of 10.00 % of my overdue payment of principal and interest or \$ 30.00 I will pay this late charge promptly but only once on each late payment
- (B) Payment Processing Fee. If payment is refused on any check, other instrument or payment order I submit as a payment on this Note, I agree to pay a payment processing fee of \$ 27.50
- (C) Reimbursement of Lender Paid Costs: If I voluntarily prepay this Note in full within 36 months from the date I sign this Note, I agree that you may charge, and I agree to reimburse you for, the following bona fide fees you paid to third parties on my behalf in connection with the closing of my loan and this Note. I agree in such case that these amounts will be included, and that I will pay them, as part of my payoff balance

Fixed Rate Mortgage No	te (Fully Amortizing	3)
	(November, 2020)	١

(a) Title Search/Title Insurance	\$ 45.00	(e) Mortgage Tax	\$ 0.00
(b) Property Appraisal	\$ 620 00	(f) Closing Agent Fee	\$ 0.00
(c) Flood Hazard Determination	\$ 4 00	(g)	\$ 0.00
(d) Life of Loan Flood Tracking	\$ ^ 0′)	(h)	\$ 0.00
		TOTAL	\$ 671.00

This provision will not apply to my exercise of any applicable right to cancel or rescind this loan, as provided in a "Notice of Right to Cancel", under the federal Truth in Lending Act or Regulation Z

- 7. LOAN CHARGES. If a law, which applies to this toan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. You 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.
- 8. BORROWER'S FAILURE TO PAY AS REQUIRED. If I do not pay the full amount of each monthly payment on the date it is due, I will be in default. If I am in default, you may send me a written notice telling me that if I do not pay the overdue amount by a certain date, you 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. Even if, at a time when I am in default, you do not require me to pay immediately in full as described above, you will still have the right to do so if I am in default at a later time. If you have required me to pay immediately in full as described above, you will have the right to be paid back by me for all of your costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.
- 9. SECURITY INTEREST IN REAL PROPERTY. I am giving you a mortgage, deed of trust, security deed or other security instrument, including all addends and amendments (the "Security Instrument"), dated the same date as this Note. The Security Instrument protects you from possible losses which might result if I do not keep the promises I make in this Note and the Security Instrument. 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. 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 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.

- 10. ADDITIONAL REMEDIES ON EVENT OF DEFAULT. If I am in default, I also grant you the authority to set off any of my obligations under this Note or the Security Instrument against any amounts due me from you, including, but not limited to, any monies, instruments and deposit accounts I maintain with you (excluding IRA, Keogh, trust accounts and other accounts that would be subject to a tax penalty). I will remain liable for any deficiency, except as provided by law
- 11. APPLICABLE LAW. You are a national bank located in Ohio. This Note is governed by the law of the United States of America which, for purposes of 12 U S C § 85, incorporates Ohio law. This Note is entered into between you and me and is accepted by you in Ohio whether or not I live in Ohio or I execute this Note in Ohio. You will extend credit to me under this Note from Ohio. The interpretation and enforcement of the Security Instrument shall be governed by the law of the jurisdiction where the Property is located.
- 12. 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 Borrower Address above or at a different address if I give you a written notice of my different address. Any written notice that must be given to you under this Note will be given by delivering it or by mailing it by first class mail to you at the address stated above or at a different address if I am given a notice of that different address
- 13. 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 cosigner, 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 cosigner, guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. You may enforce your 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.
- 14. MODIFICATION: No modification or waiver of my obligations or your rights under this Note and the Security Instrument will be effective unless contained in a writing signed by you

Fixed Rate Mortgage Note (F	Fully Amortizing)
No	ovember, 2020)

- 15. 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 you to demand payment of amounts due "Notice of Dishonor" means the right to require you to give notice to other persons that amounts due have not been paid.
- 16. NOTICE APPLICABLE TO NEW JERSEY RESIDENTS. No provision of this Note is void, unenforceable or inapplicable in New Jersey by virtue of language in that provision that says that the provision only applies to the extent permitted (or not prohibited) by applicable law All of the provisions of this Note apply and are enforceable in New Jersey
- 17. FLORIDA DOCUMENTARY STAMP TAX NOTICE. If I/we am a Florida resident, the Florida documentary stamp tax has been paid or will be paid directly to the Florida Department of Revenue in the amount required by law
- 18. MOBILE EXPRESS CONSENT. I expressly authorize KeyBank National Association and its service providers, affiliates, agents, successors, assigns, and third party debt collectors to contact me on any of my mobile phone numbers, whether I provide those numbers to KeyBank (now or in the future) or whether KeyBank identifies those mobile numbers via other sources including, but not limited to, those obtained via skip tracing or those provided by third parties. This consent applies to all calls including text messages or telephone calls made via or using an automatic telephone dialing system, autodialer, and/or an automated or prerecorded voice. This consent applies to any and all accounts, loans, lines of credit, or other relationships I have with KeyBank, including those I already have or any that I may obtain in the future, and this consent permits calls regardless of their purpose. These calls and messages may incur access fees from my cellular provider.

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

	X das one g gones	(Seal)
	Borrower LANAME J JONES	(000.)
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Lender (Name and NMLSR Number)		
KeyBank National Association		
Loan Originator (Name and NMLSR Nur	<u>mber)</u>	
John Richard Scanlon IV		
		



Scott Crowley
Hamilton County Recorder's Office
Doc #: 2022-0002839 Type: MT
Filed: 01/10/22 07:11:12 AM \$66.00
Off. Rec.: 14580 00034 F 6 9

After Recording Return To:
KeyBank National Association
SOLIDIFI - ATTN: Filings
701 Seneca Street, Suite #661
Buffalo, NY 14210

[Space Above This Line For Recording Data]

SHORT FORM OPEN-END MORTGAGE

Lender (Name and NMLSR Number)
KeyBank National Association
Loan Originator (Name and NMLSR Number)
John Richard Scanlon IV
DEFINITIONS
Words used in multiple sections of this Security Instrument are defined below and in the Master Form.
"Master Form" means that certain Master Open-End Mortgage Form recorded in the Office of the Recorder on 10/29/2013, Instrument No. 13-0147632, in Volume, Page(s), for land situate in the County of HAMILTON
"Security Instrument" means this document, which is dated 12/30/21 , together with all Riders to this document. "Borrower" is LANAME J. JONES, UNMARRIED
The Borrower's address is 877 HUTCHINS AVE CINCINNATI, OH 45229
Borrower is the mortgagor under this Security Instrument. "Co-Grantor" means any Borrower who signs this Security Instrument but does not execute the Debt
Instrument.
"Lender" is <u>KeyBank National Association</u> 4910 Tiedeman Road, Suite C. Brooklyn, OH 44144
Lender is the mortgaged under this Security Instrument.
"Debt Instrument" means the promissory note signed by Borrower and dated 12/30/21. The
Debt Instrument states that Borrower owes Lender U.S. \$ 113,955,15 plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full
not later than 01/13/2042
"Property" means the property that is described below under the heading "Transfer of Rights in the Property."
"Loan" means all amounts owed now or hereafter under the Debt Instrument, including without
limitation principal, interest, any prepayment charges, late charges and other fees and charges due under the Debt Instrument, and also all sums due under this Security Instrument, plus interest.
KeyBank OH Short Form Closed-End Security Instrument (11/1/2016) (page 1 of 6 pages)

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 Debt Instrument; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Debt Instrument. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described Property located at

877 HUTCHINS AVE CINCINNATI, OH 45229

("Property Address"), which is also located in: the County of HAMILTON, in the State of Ohio PARCEL NUMBER: 107-0012-0005-00 and as may be more fully described in Schedule A.

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, that the Property will not be used for or in connection with any illegal activity and that the Property is unencumbered as of the execution date of this Security Instrument, except for this Security Instrument and the encumbrances described in Schedule B, which is attached to this Security Instrument and incorporated herein by reference. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

INCORPORATION OF MASTER FORM PROVISIONS

Definitions in the Master Form that are not set forth above and Section 1 through and including Section 21 of the Master Form, are incorporated into this Security Instrument by reference. Borrower acknowledges having received a copy of the Master Form and agrees to be bound by the Sections and paragraphs of the Master Form incorporated into this Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument (including those provisions of the Master Form that are incorporated by reference) and in any Rider executed by Borrower and recorded with it.

BORROWER:
x Ec Nam g gows
LANAME J. JONES
BORROWER:
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BORROWER:

KeyBank OH Short Form Closed-End Security Instrument (11/1/2016)

(page 2 of 6 pages)

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KeyBank OH Short Form Closed-End Security Instrument (11/1/2016) HC/

(page 3 of 6 pages)

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20	The foregoing instrument was acknowledged before me this day of, _, by
of a	, on behalf of the
	Notary Public
	(Title or Rank) (Serial No. If any)

THIS INSTRUMENT PREPARED BY: KeyBank National Association / James Ray

KeyBank OH Short Form Closed-End Security Instrument (11/1/2016)

(page 5 of 6 pages)

Schedule A

SITUATED IN SECTION 9, TOWNSHIP 3, FRACTIONAL RANGE 2, IN AVONDALE, CINCINNATI, COUNTY OF HAMILTON, STATE OF OHIO: COMMENCING AT A POINT IN THE SOUTH LINE OF HUTCHINS AVENUE 1720.86 FEET EAST OF READING ROAD, FORMERLY MAIN AVENUE, AS NOW IMPROVED, THE SAID POINT BEING THE NORTHEAST CORNER OF A LOT HERETOFORE SOLD TO JENNIE E. COLEMAN; THENCE RUNNING SOUTHWARDLY, ALONG, THE EAST LINE OF THE COLEMAN LOT, AT RIGHT ANGLES TO HUTCHINSON AVENUE, 200 FEET TO A POINT; THENCE EASTWARDLY, PARALLEL WITH HUTCHINS AVENUE, 45 FEET TO THE WEST LINE OF A LOT HERETOFORE SOLD GREG G. WRIGHT; THENCE NORTHWARDLY, AT RIGHT ANGLES TO HUTCHINSON AVENUE, 200 FEET TO THE SOUTH LINE OF HUTCHINS AVENUE; THENCE WESTWARDLY, ALONG THE SOUTH LINE OF HUTCHINS AVENUE; THENCE WESTWARDLY, ALONG THE SOUTH LINE OF HUTCHINS AVENUE; THENCE WESTWARDLY, ALONG THE SOUTH LINE OF HUTCHINS AVENUE, 45 FEET TO THE POINT OF BEGINNING. BEING THE SAME PROPERTY CONVEYED BY DEED RECORDED IN BOOK 14349, PAGE 00773 OF THE HAMILTON COUNTY, OHIO RECORDS. SUBJECT TO ALL EASEMENTS, COVENANTS, CONDITIONS, RESERVATIONS, LEASES AND RESTRICTIONS OF RECORD, ALL LEGAL HIGHWAYS, ALL RIGHTS OF WAY, ALL ZONING, BUILDING AND OTHER LAWS, ORDINANCES AND REGULATIONS, ALL RIGHTS OF TENANTS IN POSSESSION, AND ALL REAL ESTATE TAXES AND ASSESSMENTS NOT YET DUE AND PAYABLE

Schedule B

Reference Number:

KeyBank OH Short Form Closed-End Security Instrument (11/1/2016)

(page 6 of 6 pages)

Exhibit C

REPORT NO: 7248435-230607528

PRELIMINARY JUDICIAL REPORT



Chicago Title Insurance Company

Order No. P23-1834 / F23-47236

Guaranteed Party Name: KeyBank N.A.

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 \$109,857.53 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 Laname J. Jones, by deed recorded February 5, 2021 in Official Record 14349, Page 773 of Hamilton County Records 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: August 7, 2023 @ 7:00 a.m.

Issued By: Nova Title Agency, Inc. 6001 Cochran Road Suite 302 Solon, OH 44139 (440)-600-5550 CHICAGO TITLE INSURANCE COMPANY

SEAL ***

Signed By:

John J Dyer, III

Authorized Signatory or Agent, John J Dyer III, Esq.

Preliminary Judicial Report - (04/15/2010)

CHICAGO TITLE INSURANCE COMPANY

ORDER NO. P23-1834 / F23-47236

PRELIMINARY JUDICIAL REPORT SCHEDULE A

DESCRIPTION OF LAND

Situated in Section 9, Township 3, Fractional Range 2, in the City of Cincinnati, County of Hamilton, and State of Ohio:

Commencing at a point in the south line of Hutchins Avenue 1720.86 feet east of Reading Road, formerly Main Avenue, as now improved, said point being the northeast corner of a lot heretofore sold to Jennie E. Coleman;

Thence running Southwardly, along the east line of the Coleman lot, at right angles to Hutchinson Avenue, 200.00 feet to a point;

Thence Eastwardly, parallel with Hutchins Avenue, 45.00 feet to the west line of a lot heretofore sold Greg G. Wright;

Thence Northwardly, at right angles to Hutchinson Avenue, 200.00 feet to the south line of Hutchins Avenue;

Thence Westwardly, along the south line of Hutchins Avenue, 45.00 feet to the point of beginning.

Form No. 7240935 Page 2 Preliminary Judicial Report (4/15/10)

CHICAGO TITLE INSURANCE COMPANY

ORDER NO. P23-1834 / F23-47236

SCHEDULE B

The matters shown below are exceptions to this Preliminary Judicial Report and the Company assumes no liability arising therefrom.

- 1. Plat items, Easements, Restrictions, Declarations, Amendments to Declarations and Mineral Leases which are filed for record.
- 2. Short Form Open-End Mortgage from **Laname J. Jones, unmarried,** to **KeyBank National Association** in the amount of \$113,955.15, dated December 30, 2021 and filed January 10, 2022 in Official Record 14580, Page 34 of Hamilton County Records.

NOTE: Master Mortgage filed October 29, 2013 in File No. 13-0147632 of Hamilton County Records.

3. The records of the Hamilton County Auditor for **Parcel No. 107-0012-0005-00** show the following real estate tax information:

Taxes for the Last Half of 2022 in the amount of \$735.15 are paid.

VALUATION: LAND BUILDING TOTAL

4940 15960 20900

Property Address is known as: 877 Hutchins Avenue, Cincinnati, Ohio (as per Hamilton County Tax Auditor)

Form No. 7240935 Page 3 Preliminary Judicial Report (4/15/10)

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 thereto, 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 in the chain of title ownership.

4. Notice of Claim to be given by Guaranteed Claimant

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 Company promptly 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 such loss is sustained. A failure to furnish a statement of loss or damage and to commence such action within the time herein before specified shall be a conclusive bar against the maintenance of any action under 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 Party. 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 the Company shall be given promptly and any statements in writing required to be furnished to the Company shall be addressed to the Company at its office, P.O. Box 45023, Jacksonville, Florida 32232-5023.

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EXCLUSIONS FROM COVERAGE

- 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, including but not limited to: mis-indexing, misspellings or any other misinformation contained therein.
- 3. The Company assumes no liability under this Report for matters affecting title subsequent to the date of the 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.