

PAVAN PARIKH HAMILTON COUNTY CLERK OF COURTS

COMMON PLEAS DIVISION

ELECTRONICALLY FILED
August 10, 2023 04:25 PM
PAVAN PARIKH
Clerk of Courts
Hamilton County, Ohio
CONFIRMATION 1356038

FIRST FINANICAL BANK

A 2303397

vs.
CARL D VASILIOU

FILING TYPE: INITIAL FILING (FORECLOSURE-IN COUNTY)
PAGES FILED: 15

EFR200

COURT OF COMMON PLEAS HAMILTON COUNTY, OHIO

FIRST FINANCIAL BANK 225 Pictoria Drive, Suite 700 Cincinnati, OH 45246 Plaintiff, vs.	JUDGE:
CARL D. VASILIOU 3712 Homelawn Avenue Cincinnati, OH 45211	COMPLAINT IN FORECLOSURE
and	
KARA ANN SCHUTTE 3712 Homelawn Avenue Cincinnati, OH 45211	
and	
THE UNKNOWN SPOUSE OF CARL D. VASILIOU 3712 Homelawn Avenue Cincinnati, OH 45211	
and	
PORTFOLIO RECOVERY ASSOC. LLC 120 Corporate Blvd. Norfolk, VA 23502	
and	
MIDLAND FUNDING LLC dba MIDLAND FUNDING DE LLC 2365 Northside Drive, Ste. 300 San Diego, CA 92108	

Page 1 of 6

and

STATE OF OHIO, DEPARTMENT OF TAXATION
C/O OHIO ATTORNEY GENERAL
150 East Gay Street, 21st Floor
Columbus, OH 43215

and

LVNV FUNDING LLC 55 Beattie Place, Ste. 110 Greenville, SC 29601

and

GORDON FOOD SERVICES P. O. Box 2244 Grand Rapids, MI 49501

Defendants

Comes now the Plaintiff, First Financial Bank as successor in interest to the Federal Deposit Insurance Corporation, Receiver of Peoples Community Bank, West Chester, Ohio, by and through counsel and for its Complaint, states as follows:

COUNT ONE-BREACH OF NOTE

- 1. Plaintiff is the holder and owner of a Note in the original principal amount of \$69,600.00 plus interest as set forth in the terms of the Note, executed on or about June 18, 1999, by Carl D. Vasiliou, ("Vasiliou"), in favor of Harvest Home Savings Bank now known as First Financial Bank. See the Note attached hereto as **Exhibit "A".**
- 2. The Plaintiff is the owner and holder in due course of the Note by virtue of an Assignment of Mortgage from Federal Deposit Insurance Corporation, receiver of Peoples

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Community Bank, West Chester, Ohio which was the successor by merger to Harvest Home Savings Bank. A copy of said Assignment is attached hereto as **Exhibit "B"**.

- 3. Plaintiff has the requisite standing to invoke the jurisdiction of this Court as evidenced by the Exhibits attached herein.
- 4. Defendant Vasiliou has defaulted in the payments to be made under the terms of the Note. By reason of such default, the Plaintiff has accelerated the debt and has declared all sums due and has complied with all conditions precedent. As of August 8, 2023, there is due and owing the sum of \$42,681.71, plus accrued unpaid interest, and the costs incurred herein.

COUNT TWO - FORECLOSURE

- 5. First Financial reiterates each and every allegation in Count One as if each had been fully set forth and incorporated in the same herein by reference.
- 6. The Plaintiff is the holder of a Mortgage given to secure payment of the Note, recorded on June 24, 1999 at Official Record Volume 7997, page 2620 of the Hamilton County, Ohio Records. A true and accurate copy is attached hereto as **Exhibit "C"**. An Assignment of the Mortgage to the Plaintiff is recorded at Official Record Volume 11475, Page 00397 of the Hamilton County, Ohio Records. (A true and accurate copy of the assignment is previously attached hereto as Exhibit "B"). The mortgage constitutes a valid lien upon the real estate located at 3712 Homelawn Avenue, Cincinnati, OH. 45211.
- 7. With covenants contained in the Mortgage having been broken, Defendant Vasiliou is in breach and default under the terms of the Note and the Plaintiff elects to call the entire principal and accrued interest due and payable in full.

8. The Plaintiff has made demands for payment of the Note and said demands have been refused. The Plaintiff now exercises its option to foreclosure on all interest on the aforementioned real property and declare the Note with all interest and cost therein due and payable in full.

COUNT THREE-OTHER INTERESTED PARTIES

- 9. First Financial Bank, reiterates each and every allegation in Counts One and Two, as if each had been fully set forth and incorporated in the same herein by reference.
- 10. Defendant Kara Ann Schutte is joined because she may claim some interest in or upon the subject property by virtue of her dower interest. Ms. Schutte and Defendant Vasiliou were married on April 20, 2009 as evidenced by Certified Abstract of Marriage filed in Case ML 200900916. The Defendant is hereby required to set up whatever right, title or interest she may have to the property or be forever barred therefrom.
- 11. Defendant Unknown Spouse of Carl D. Vasiliou is joined because he/she may claim some interest in or upon the subject property by virtue of his/her dower interest. The Defendant is hereby required to set up whatever right, title or interest he/she may have to the property or be forever barred therefrom.
- 12. Defendant Portfolio Recovery Assoc. LLC is joined because it may claim some interest in or upon the subject property by virtue of a certified judgment against Carl D. Vasiliou in the amount of \$5,528.71, filed July 19, 2019 as CJ19-010173, Hamilton County, Ohio Records. The Defendant is hereby required to set up whatever right, title or interest it may have to the property or be forever barred therefrom.

- 13. Defendant Midland Funding LLC doing business as Midland Funding DE LLC is joined because it may claim some interest in or upon the subject property by virtue of a certified judgment against Carl Vasiliou in the amount of \$1,647.66, filed January 11, 2021 as CJ21-000777, Hamilton County, Ohio Records and a certified judgment against Carl Vasiliou in the amount of \$1,228.48, filed February 24, 2021 as CJ21-005234, Hamilton County, Ohio Records.. The Defendant is hereby required to set up whatever right, title or interest it may have to the property or be forever barred therefrom.
- 14. Defendant State of Ohio, Department of Taxation is joined because it may claim some interest in or upon the subject property by virtue of a certified judgment against Carl D. Vasiliou and Kara Schutte in the amount of \$604.39, filed June 23, 2021 as CJ21-021334, Hamilton County, Ohio Records. The Defendant is hereby required to set up whatever right, title or interest it may have to the property or be forever barred therefrom.
- 15. Defendant LVNV Funding LLC is joined because it may claim some interest in or upon the subject property by virtue of a certified judgment against Carl Vasiliou in the amount of \$1,819.95, filed March 7, 2023 as CJ23-007485, Hamilton County, Ohio Records. The Defendant is hereby required to set up whatever right, title or interest it may have to the property or be forever barred therefrom.
- 16. Defendant Gordon Food Services Inc. is joined because it may claim some interest in or upon the subject property by virtue of a certified judgment against Carl Vasiliou in the amount of \$1,481.61, filed June 12, 2023 as CJ23-016574, Hamilton County, Ohio Records. The Defendant is hereby required to set up whatever right, title or interest it may have to the property or be forever barred therefrom.

WHEREFORE, the Plaintiff First Financial Bank demands the following:

A. An In Personam Judgment on the Note executed by Carl D. Vasiliou in the amount

of \$42,681.71 with interest thereon at the current rate of \$5.70 per day from August 8, 2023, plus

late charges, advances for taxes and insurance and its cost herein expended under Count One of

Plaintiff's Complaint.

B. That First Financial Bank's Mortgage be adjudged a valid lien upon the real estate

described herein.

C. That First Financial Bank's Mortgage be foreclosed against the Defendants herein,

and that the real property as described in said Mortgage be ordered sold without division and that

First Financial Bank be paid out of the proceeds of the sale.

D. That all parties hereto be called upon to assert whatever right, title, claim or interest

each may have in or to the real estate described herein, and in the event that they fail to set forth a

claim, that they be forever barred therefrom.

E. First Financial Bank asks for its costs herein expended;

F. That First Financial Bank be granted such other relief, legal and equitable as may

be proper and necessary.

Respectfully submitted,

JOHN E/LANGE IV (OH# 0078933)

LANGE, QUILL & POWERS, PLC

4 West Fourth Street, Ste. 400

Newport, Kentucky 41071

(513)717-1193

lange4@lqplaw.com



HARVEST HOME SAVINGS BANK

PROMISSORY NOTE

NOTE TO BORROWER: This document contains provisions for changes in interest rate.

\$69,600.00

June 18, 1999 Cincinnati, Ohio

On or before July 1, 2019 for value received, the undersigned, jointly and severally, promise to pay to the order of HARVEST HOME SAVINGS BANK, Cincinnati, Ohio, the principal sum of SIXTY NINE THOUSAND SIX DOLLARS NO/100ths (\$69,600.00) with interest at the initial rate of SIX AND THREE QUARTER PERCENT (63/4%) per annum on the unpaid balance. The said principal and interest shall be payable at the office of Harvest Home Savings Association, 3621 Harrison Avenue, Cincinnati, Ohio 45211, or at such other place as the holder MAY designate in writing, in initial monthly installments of FOUR HUNDRED FIFTY ONE DOLLARS AND 43/100 (\$451.43) commencing on the 1ST day August, 1999 and on the first of each month thereafter until principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the due date of this note, as set forth above. In the event said monthly payment as set forth above, or as modified below, is not made within fifteen (15) days of the due date, a late payment charge equivalent to five percent (5%) of the principal and interest monthly installment shall be due from maker to holder of this note.

It is agreed and understood that the payment set forth above in this note will change based upon an increase or decrease in the interest rate. The date of payment change (called the "Change Date") will be the first day of the second calendar month following each and every third anniversary date of this note. Interest rate adjustments will be according to the change in the "Index" which is the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year as made available by the Federal Reserve Board ("Index"). Interest rate adjustments are effective on the first day of the month preceding the change date. The monthly payment will be adjusted so as to amortize the loan over the remaining term of the loan. If the Index becomes no longer available, the holder of this note will choose a new index which is based upon comparable information.

To set the new interest rate, the holder determines the change between the Base Index Figure and the Current Index Figure. The Base Index Figure is 5.12 on the Federal Reserve release dated June 11, 1999 The Current Index Figure is the most recent published Index available forty-five (45) days prior to each change date. The amount of the change shall be in one-quarter (1/4%) percent increments rounded to the nearest one-quarter (1/4%) percent. If the amount of the change is less than one-eighth (1/8) of one percentage point, the change will be rounded to zero. If the Current Index figure is larger than the Base Index Figure, the note holder will add the rounded amount of the change to the initial interest rate set forth above. If the Current Index Figure is smaller than the Base Index Figure, the note holder will subtract the rounded amount of the change from the initial interest rate.

Notwithstanding any of the foregoing, no increase or decrease shall exceed two percent (2%) in any one three year term nor shall any increase or decease exceed five percent (5%) over the life of the loan. Further provided, that the interest rate of this note shall never be less than SIX AND THREE-QUARTERS PERCENT (64%).

2147.1

The holder shall give the undersigned written notice of any increase or decrease in the rate at least forty-five (45) days prior to the change date. The undersigned is presumed to have accepted interest rate change unless the undersigned notifies the holder otherwise in writing within said forty five (45) day period. In the event the undersigned declines to accept the change, the undersigned shall pay off the balance of the loan then due, including any interest and unpaid charges and advances, without penalty, on or before ninety (90) days from the date of the written notice.

This note is secured by a mortgage on real estate. In the event of default in the payment of any installment of principal or interest on this note when due, or in the event of default in the performance of any of the covenants contained in said mortgage to be performed by mortgagor(s) therein, the holder of this note may at its option, without notice, declare the principal of this note and the interest accrued thereon to be immediately due and payable and may proceed to enforce the collection thereof by suit at law or in equity or proceedings to foreclose said mortgage. Waiver of any default shall not be deemed a waiver of any other default or impair the holder's rights arising out of any default. Presentment, protest and notice are hereby waived.

Carl D. Vasiliou

Property Address: 3712 Homelawn Avenue, Cincinnati, OH 45211

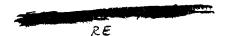
DUE:JULY 1, 2029

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EXHIBIT Sapples

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Wayne Coates
Hamilton County Recorders Office
Doc 4: 10-0076831 Tape: AM
Filed: 07/09/10 07:23154 AM \$36.00
Off.Rec.: 11475 00397 F XI 3 8

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ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, FEDERAL DEPOSIT INSURANCE CORPORATION, RECEIVER OF PEOPLES COMMUNITY BANK, WEST CHESTER, OHIO, which was the successor by merger to Harvest Home Savings Bank, with an office at 1601 Bryan Street, Suite 1700, Dallas, Texas 75201 ("Assignor"), by its Attorney-in-Fact pursuant to the Limited Power of Attorney executed by Assignor on August 6, 2009, an original copy of which is recorded at Official Record Volume 11242, Page 1613 of the Hamilton County, Ohio Recorder's Office, hereby sells, assigns, transfers and sets over unto FIRST FINANCIAL BANK, NATIONAL ASSOCIATION, a national banking association, with an office at 300 High Street, Hamilton, Ohio 45011 ("Assignee"), all of its right, title and interest in and to the Mortgage ("Mortgage") from Carl D. Vasiliou dated June 18, 1999 and recorded at Official Record Volume 7997, Page 2620 of the Hamilton County, Ohio Recorder's Office, which Mortgage encumbers the real estate described on Exhibit A attached hereto, together with: (i) the promissory note(s) (whether one or more, the "Note") secured by the Mortgage and the monies due and to become due thereon; (ii) all of the other documents, agreements and certificates evidencing, governing, guarantying or securing, or executed in connection with, the loan made pursuant to the Note and Mortgage (collectively, the "Transaction Documents" and each, individually, a "Transaction Document"); and (iii) all assignable rights, titles, benefits, privileges, liens, security interests, and assignments owned, held, accruing, and to accrue to, and for the benefit of, the Assignor under the Note, the Mortgage and the Transaction Documents.

Assignor and Assignee hereby agree that any cross-collateralization rider or similar provision attached to or incorporated in the Mortgage, the Note or any other Transaction Document is hereby amended to un-cross and exclude any loans not part of the Loans (as defined in the Purchase Agreement described below) sold and purchased pursuant to the terms of the Purchase Agreement and that neither the Mortgage, the Note, or any other Transaction Document shall cross-collateralize or be cross-defaulted with any loans not part of the Loans sold and purchased pursuant to the terms of the Purchase Agreement.

This Assignment is made by Assignor pursuant to the Purchase and Assumption Agreement dated as of July 31, 2009 by and among the Federal Deposit Insurance Corporation (the "FDIC"), Assignor and Assignee (the "Purchase Agreement").

This Assignment is made without recourse, representation or warranty, express or implied, by the FDIC in its corporate capacity or as Receiver.

IN WITNESS WHEREOF, FEDERAL DEPOSIT INSURANCE CORPORATION, RECEIVER OF PEOPLES COMMUNITY BANK, WEST CHESTER, OHIO has executed this Assignment as of July 31, 2009.

FEDERAL DEPOSIT INSURANCE CORPORATION, RECEIVER OF PEOPLES COMMUNITY BANK, WEST CHESTER, OHIO

Gregory A. Gehlmann, Attorney-in-Fact

STATE OF OHIO, COUNTY OF HAMILTON, SS:

The foregoing instrument was acknowledged before me this $\sqrt{\underline{b}^{LL}}$ day of December, 2009, by Gregory A. Gehlmann, Attorney-in-Fact for Federal Deposit Insurance Corporation, Receiver of Peoples Community Bank, West Chester, Ohio on behalf of said receiver.

Notary Public

My commission expires:

Date, Section 147.03 O.R.C.

This instrument was prepared by:

Shannon M. Kuhl First Vice President, Associate General Counsel First Financial Bank 4000 Smith Road Suite 400 Cincinnati, Ohio 45209 Tel: (513) 979-5773

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Exhibit A

All that lot or parcel of land lying and being in Section 10, Green Township, Hamilton County, Ohio. Being Lot No. Twenty-Two (22) of the Plat of Subdivision of the George W. Fenton's Estate, as recorded in Plat Book No. 21, Page 67, of the Hamilton County Recorder's Office. Sald Lot fronting lifty (50) feet on Homelawn Avenue and running back between parallel lines one hundred forty-nine and 49/100 (149.49) feet.





. LEASE RETURN TO:
KEPLEY, GILLIGAN & EYRICH
525 VINE ST. SUITE 2200
CINCINNATI, CHECKER PREN BROPE
(513) 241-5 MARTITUM COUNTY RECORDER
DOC 199 - 124682 Type: NT
FILEGOG/Z4/199 3136/50 PR 1
Dff.Rec. 1 7997 2620 F E12

TOTAL INDEBTEDNESS NOT TO EXCEED \$69,600.00

THAT Carl D. Vasiliou, unmarried, BORROWER, 3712 Homelawn Avenue, Cincinnati, OH 45211, in consideration of Sixty Nine Thousand Six Hundred and no/100 (\$69,600.00) to him paid by HARVEST HOME SAVINGS BANK, whose address is 3621 Harrison Avenue, Cheviot, Ohio 45211, LENDER, a corporation under the Laws of Ohio, to secure to Lender the repayment of all indebtedness evidenced by the Promissory Note of even date herewith and which is due and payable on July 1, 2029 (hereinafter called the "Note") and all renewals or extensions thereof, the payment of all other funds advanced in accordance herewith to protect the security of this Mortgage, the performance of the covenants of Borrower herein contained, and the repayment of any future advances made to Borrower hereunder, do hereby GRANT, BARGAIN, SELL AND CONVEY to HARVEST HOME SAVINGS BANK, its successors and assigns forever, the following described real estate (hereinafter called the "property"):

All that lot or parcel of land lying and being in Section 10, Green Township, Hamilton County, Ohlo. Being Lot No. Twenty-Two (22) of the Plat of Subdivision of the George W. Fenton's Estate, as recorded in Plat Book No. 21, Page 67, of the Hamilton County Recorder's Office. Said Lot fronting fifty (50) feet on Homelawn Avenue and running back between parallel lines one hundred forty-nine and 49/100 (149.49) feet.

And all the ESTATE, TITLE AND INTEREST of the said Borrower either in law or in equity, in and to the said property, together with all the privileges and appurtenances and improvements to the same belonging, and all the rents, issues and profits thereof; to have and to hold the same to the only proper use of said Lender, its successors and assigns forever.

And the said Borrower for her, her heirs, executors, and administrators, do hereby covenant with the said lender, its successors and assigns that Carl D. Vasillou, unmarrled is the true and lawful owner of said property and has full power to convey the same, and that the title so conveyed is clear, free and unencumbered; and that further, that Carl D. Vasillou, unmarried does warrant and will defend the same against the claims of all persons whomsoever.

- 1. Borrower shall pay all taxes, assessments and other charges attributable to the property which may attain a priority over this Mortgage. Borrower shall promptly discharge any lien which has priority over this Mortgage.
- 2. Borrower shall pay when due all sums due under the Promissory Note of even date herewith (the "Note").
- 3. Borrower shall keep the improvements now existing or hereafter erected on the property insured against loss by fire, hazards, included within the term, "extended coverage", in amounts that exceed the amount required to pay the sums secured by, this Mortgage. All insurance policies shall include a standard mortgage clause in favor of Lender and Lender shall be furnished a copy of such policy or policies. In the event of loss, Borrower shall give a prompt notice to the insurance carrier and to Lender, and Lender may make proof of loss if not made promptly by Borrower.
- Borrower shall keep the property in good repair and shall not permit or commit waste, impairment of deterioration of the property.

- 5. All payments received by Lender under the Note and paragraphs 1 and 3 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraphs 1 and 3 hereof, then to interest payable on the Note, then to the principal of the Note.
- Any forbearance by Lender in exercising any right of remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder.
- 7. If all or any part of the property or an interest therein is sold, transferred, or conveyed by Borrower without Lender's prior written consent, the Lender may, at its option, declare all the sums secured by this mortgage to be immediately due and payable. A sale, transfer or conveyance as used herein, shall include, but is not limited to, a sale, transfer or conveyance by deed, land contract, lease with option to purchase, lease with a term (including options for renewal) greater than three years, and transfers by operation of law. A sale, transfer or conveyance shall not include a transfer by devise, descent or operation of law upon the death of a Borrower.
- 8. In the event of default in the payment of any installment of principal or interest on the Note when due, or in the event of default in the performance of any of the covenants contained in this mortgage to be performed by Borrower, Lender may, at its option, declare the principal of the Note and the interest accrued thereon together with any penalties, to be immediately due and payable, and in such event, Lender shall have the right forthwith to enter upon and take possession of the property, and to let the said premises, and receive the ronts, issues and profits thereof, make repairs and to apply said rents and profits after payment of all necessary or proper charges and expenses, on account of the amount hereby secured. Further, in such event of default that this mortgage may be foreclosed by due process of law for the full amount so due and unpaid, and in case of such foreclosure, the Lender-may in said suit ask for the appointment of a receiver, and may take a personal judgment against said Berrower for any balance due said Lender.
- 9. As additional security hereunder, Borrower hereby assigns to Lender the rents of the property, provided that Borrower shall, prior to acceleration under paragraph 8 hereof or abandonment of the property, have the right to collect and retain such rents as they become due and payable.
- Upon acceleration under paragraph 8 hereof or abandonment of the property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the property and to collect the rents of the property, including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.
- 10. The parties hereto intend to secure unpaid balances of future advances not to exceed the amount set forth above in this Mortgage plus interest, penalties, and sums advanced to protect the security of this mortgage.
- Lender is authorized and empowered to do all things provided to be done by a Lender under Ohio Revised Code Section 1311.14 and any amendments or supplements thereto.
- 12. Should Borrower perform all conditions herein, then this Mortgage shall be void.
- 13. 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.

IN WITNESS WHEREOF, the said Carl D. Vasillou, unmarried has hereunto set his hand this 18th day of June, 1999.

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SIGNED AND ACKNOWLEDGED IN-THE PRESENCE OF

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Carl D. Vasiliou

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STATE OF OHIO, COUNTY OF HAMILTON, SS:

BE IT REMEMBERED, That on this 18th day of June, 1999, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Carl D. Vasillou, unmarried, the grantor in the foregoing Mortgage, and acknowledged the signing thereof to be his voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my namer and affixed my Ngtarial seal, on the day and year last aforesaid.

Notary Public

THIS INSTRUMENT WAS PREPARED BY:

David J. Byrich, Esq. 525 Vine Street, Suite 2200 Cincinnati, Ohio 45202

KG&E File No. HH324

DAVID J. EYRICH, Attorney at Law NOTARY PUBLID - STATE OF OHIO My commission has no explution date, Section 147.09 O.R.C.

IN WITNESS WHEREOF, the said Carl D. Vasillou, unmarried has hereunto set his hand this 18th day of June, 1999.

SIGNED AND ACKNOWLEDGED IN-THE PRESENCE OF

! hil fail

Carl D. Vasiliou

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Notary Public

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David J. Byrich, Esq. 525 Vine Street, Suite 2200 Cincinnati, Ohio 45202

KG&E File No. HH324

DAVID J. EYRICH, Attorney at Law NOTARY PUBLIO - STATE OF OHIO My commission has no expirution date, Section 147.03 O.R.C.

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