

# PAVAN PARIKH HAMILTON COUNTY CLERK OF COURTS

# **COMMON PLEAS DIVISION**

ELECTRONICALLY FILED
August 23, 2023 02:32 PM
PAVAN PARIKH
Clerk of Courts
Hamilton County, Ohio
CONFIRMATION 1361212

PENNYMAC LOAN SERVICES LLC vs. RENEE M KALBERG A 2303583

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

**PAGES FILED: 23** 

EFR200

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

SMG/JK #22-01083 08/18/2023

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

PENNYMAC LOAN SERVICES, LLC : CASE NO.

6101 Condor Drive :

Moorpark, CA 93021 : JUDGE

:

Plaintiff :

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

- vs - : FORECLOSURE, AND OTHER

**EQUITABLE RELIEF** 

RENEE M. KALBERG

4041 LARCHVIEW DRIVE : <u>PARCEL NUMBER:</u> CINCINNATI, OH 45236 : <u>600-0232-0381-00</u>

:

JOHN DOE, NAME UNKNOWN,
UNKNOWN SPOUSE IF ANY OF
RENEE M. KALBERG
4041 LARCHVIEW DRIVE
CINCINNATI, OH 45236

:

Defendants

# **FIRST COUNT**

1. Plaintiff is in possession and entitled to enforce a note executed by the Defendant, Renee M. Kalberg, a copy of which is attached hereto as Exhibit "A". By reason of default under the terms of the note and the mortgage securing same, plaintiff has declared the debt evidenced by said note due, and there is due thereon \$61,814.48, together with interest at the rate of 3.8750% per year from March 1, 2023, plus court costs, advances and other charges, as allowed by law. All conditions precedent required under the note, mortgage and other loan documents have been satisfied.

#### SECOND COUNT

2. Plaintiff incorporates the allegations of Count One and further states that it is the holder of a mortgage, a copy of which is attached hereto as Exhibit "B". The mortgage was given to secure payment

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

of the above-described note, and said mortgage constitutes a valid first lien upon the real estate described in the correct legal description which is attached hereto as Exhibit "C".

- 3. The mortgage was filed for record on May 19, 2015, in Volume 12898, Page 00855 of the county recorder's records and assigned to Plaintiff on December 28, 2018, and recorded on January 8, 2019, in Volume 13829, Page 01155 of the Hamilton County Records. The conditions of defeasance contained therein have been broken, and plaintiff is entitled to have said mortgage foreclosed.
- 4. Plaintiff says that the defendants herein may claim an interest in the subject property described in the subject mortgage.
- 5. Plaintiff states that the conditions of said Mortgage Deed have been broken, by reason of default in payment, and that the Mortgage Deed has therefore become absolute; Plaintiff has fulfilled all applicable conditions precedent; and Plaintiff is entitled to have the equity of redemption, if any, of the Defendants named herein foreclosed, and to have the subject real property appraised, advertised and sold, and the proceeds arising therefrom applied to the judgment of Plaintiff.

WHEREFORE, plaintiff prays for judgment against Defendant, Renee M. Kalberg, in the amount of \$61,814.48, together with interest at the rate of 3.8750% per year from March 1, 2023, plus costs, advances, and other charges, as allowed by law; that plaintiff's mortgage, be adjudged a valid first lien upon the real estate described herein, and that said mortgage be foreclosed; that said real property be ordered sold, and that plaintiff be paid out of the proceeds of such sale; for such other relief, legal and equitable, as may

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

be proper and necessary; and that all the other defendants herein be required to set up their liens or interests in said real estate or be forever barred from asserting same.

Respectfully submitted,

Sandhu Law Group, LLC

David T. Brady (0073127)

Suzanne M. Godenswager (0086422) /5mls

Austin B Barnes III (0052130) Robert E. Daniell (0098708)

Adrienne S. Foster (0080011)

1213 Prospect Avenue, Suite 300

Cleveland, OH 44115

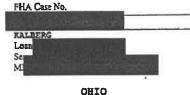
216-373-1001

216-373-1002

sgodenswager@sandhu-law.com

Attorneys for Plaintiff

#### NOTE



MAY 7, 2015 [Date] WEST CHESTER, [City] OHIO [State]

4041 LARCHVIEW DR, CINCINNATI, OH 45236-1739
[Property Address]

#### 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$73,641.00 (this amount is called "Principal"), plus interest to the order of the Lender. The Lender is PLAZA HOME MORTGAGE INC... I will make all payments under this Note in the form of cash, check or money order.

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

#### 2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 3.875%.

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

### 3. PAYMENTS

#### (A) Time and Place of Payments

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

I will make my monthly payment on the 1ST day of each month beginning on JULY 1, 2015. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest and other items in the order described in the Security Instrument before Principal. If, on JUNE 1, 2045, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 4820 EASTGATE MALL, SUITE 100, SAN DIEGO, CA 92121 or at a different place if required by the Note Holder.

#### (B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$345.29.

# 4. BORROWER'S RIGHT TO PREPAY

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

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to any accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

#### 5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

# 6. BORROWER'S FAILURE TO PAY AS REQUIRED

# (A) Late Charge for Overduc Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is

€ 36.55

Page 1 of 3

FHA Multistate Fixed Rate Note - 01/15

EXHIBIT





due, I will pay a late charge to the Note Holder. The amount of the charge will be 4.000% of my overdue payment, unless such amount exceeds the maximum amount allowed by applicable state law, in which case the Lender may collect the maximum amount allowed by such law. I will pay this late charge promptly but only once on each late payment.

- (B) Default
- If I do not pay the full amount of each monthly payment on the date it is due, I will be in default,
- (C) Notice of Default

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

#### (D) No Waiver By Note Holder

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

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

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

#### 7. GIVING OF NOTICES

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

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if 1 am given a notice of that different address.

#### 8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

#### 9. WAIVERS

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

#### 10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 13 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.

FHA Multistate Fixed Rate Note - 81/15

**⊜** 36.55



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

BORROWER - RENEE M. KALBERG

[Sign Original Only]

MORTGAGE LOAN ORIGINATOR MARK HELLING NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGISTRY IDENTIFICATION NUMBER MORTGAGE LOAN ORIGINATION COMPANY MORTGAGE XPERTS

NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGISTRY IDENTIFICATION NUMBE

FHA Multistate Fixed Rate Note - 01/15

PAY TO THE ORDER OF: WITHOUT RECOURSE: PLAZA HOME MORTGAGE, INC.

ANDRE SANTANA CLOSER

E-FILED 08/23/2023 2:32 PM / CONFIRMATION 1361212 / A 2303583 / MAGISTRATE BERIDON / COMMON PLEAS DIVISION / I



Note Allonge

Borrower:

KALBERG, RENEE

Loan #:

Loan Amount:

\$ 73,641.00

Note Date:

5/7/2015

Property Address:

4041 LARCHVIEW DR

CINCINNATI, OH 45236-1739

Pay to the order of:

Without Recourse:

Plaza Home Mortgage, Inc.

Michael Modell

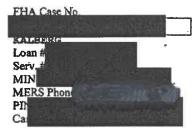
Senior Vice President of Capital Markets

111

Wasne Coates Hamilton County Recorders Office Doc 4: 15-0050868 Type: NT Filed: 05/19/15 10:17:42 AM \$100.00 Off.Rec.: 12898 00855 F P6 11 239

After Recording Return, To:
PLAZA HOME MORTGAGE, INC.
4820 EASTGATE MALL, SUITE 100
SAN DIEGO, CA 92121
ATTN: POST CLOSING

#### [Space Above This Line For Recording Data] OPEN-END MORTGAGE



THIS MORTGAGE ("Security Instrument") is given on MAY 7, 2015. The mortgagor is RENEE M. KALBERG, A MARRIED WOMAN whose address is 4041 LARCHVIEW DR, CINCINNATI, OH 45236-1739 ("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 PO Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. PLAZA HOME MORTGAGE INC. ("Lender") is organized and existing under the laws of CALIFORNIA, and has an address of 2 PIERCE PLACE \$1810, ITASCA, IL 60143. Borrower owes Lender the principal sum of SEVENTY-THREE THOUSAND SIX HUNDRED FORTY-ONE AND 00/100 Dollars (U.S. \$73,641.00). 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 JUNE 1, 2045. 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 does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in HAMILTON County, Ohio:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

FRA Ohio Open-End Mortgage - 12/13 © 397.33

Page 1 of 10

EXHIBIT



which has the address of 4041 LARCHVIEW DR, CINCINNATI, OH 45236-1739 ("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 understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this Security Instrument.

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

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

Borrower and Lender covenant and agree as follows:

#### **UNIFORM COVENANTS:**

- Payment of Principal, Interest and Late Charge
  Borrower shall promptly pay when due the principal of, and interest on, the debt evidenced by the Note
  and late charges due under the Note.
- 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."

FHA Ohio Open-End Mortgage - 12/13 
397.33

Page 2 of 10

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. Sec. 2601 et seq. and implementing regulations, 12 C.F.R. Part 1024, 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 deal with 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, Borrowers 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:

- First, 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.

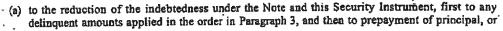
#### 4. Fire, Flood, and Other Hazard Insurance

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

FHA Ohio Open-End Mortgage - 12/13 
397.33

Page 3 of 10



(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 foreciosure 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.

 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

FHA Ohio Open-End Mortgage - 12/13 

■ 397.33

Page 4 of 10

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 Lenders opinion operate to prevent the enforcement of the lien; or
- (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.
- 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. 1761j-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

FHA Ohio Open-End Mortgage - 12/13

397.33

Page 5 of 10

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 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 attorney's 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:

- Lender has accepted reinstatement after the commencement of foreclosure proceedings within two
  years immediately preceding the commencement of a current foreclosure proceeding,
- (ii) reinstatement will preclude foreclosure on different grounds in the future, or
- (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.
- 11. Borrower Not Released: Forbearance by Lender Not a Waiver

Extension of the time for 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 Borrowers successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers

FHA Ohio Open-End Mortgage - 12/13 
397.33

Page 6 of 10





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). Borrowers 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 other 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

FHA Ohio Open-End Mortgage - 12/13 397.33

Page 7 of 10

or formaldehyde, and radioactive materials. As used in this Paragraph 16, "Environmental law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS, Berrower 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. The Property shall be sold in the manner prescribed by applicable law, including a public sale, and Lender or its designee may purchase the Property at any sale. 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.

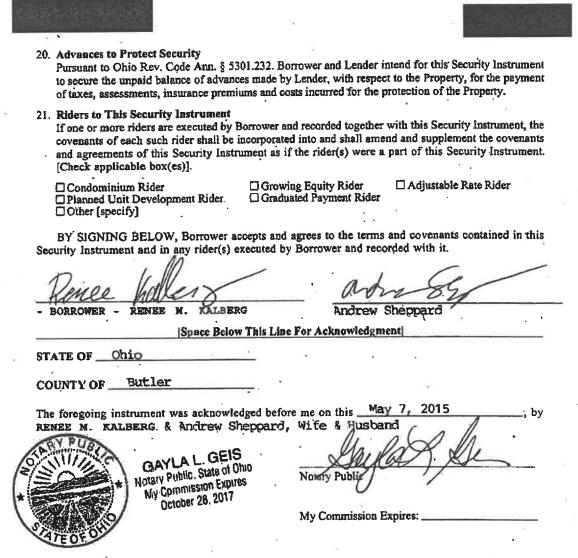
if the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided under 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.

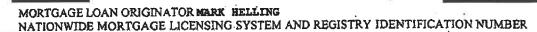
FHA Ohio Open-End Mortgage - 12/13 
397.33

Page 8 of 10



FHA Ohio Open-End Mortgage - 12/13 
397.33

Page 9 of 10



MORTGAGE LOAN ORIGINATION COMPANY MORTGAGE XPERTS
NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGISTRY IDENTIFICATION NUMBER

This instrument was prepared by:

PLAZA HOME MORTGAGE INC. 2 PIERCE PLACE #1810 ITASCA, IL 60143

FHA Ohio Open-End Mortgage - 12/13 S 397.33

Page 10 of 10

# EXHIBIT A LEGAL DESCRIPTION

600-232-381 FILE#
LOT NUMBERED 4 OF PARAMOUNT PARK SUBDIVISION, SYCAMORE TOWNSHIP,
SECTION 20, TOWNSHIP 4, ENTIRE RANGE 1, HAMILTON COUNTY OHIO AS RECORDED
IN PLAT BOOK 79 PAGE 39 AND 40 AND RE-RECORDED IN PLAT BOOK 80 PAGES 71 AND
72, OFFICE OF THE RECORDER, HAMILTON COUNTY OHIO.
SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.
ADDRESS: 4041 LARCHVIEW DR CINCINNATI OH 45236

3

Norbert A. Nodel Hamilton County Recorder's Office Doc 4: 2019-0001887 Type: AM Filed: 01/08/19 09:11:38 AM \$36.00 Off.Rec.: 13829 01155 F 3 218



This Instrument Prepared By:
VISIONET SYSTEMS INC.
After Recording Return To:
OLD REPUBLIC SERVICING SOLUTIONS
P.O. BOX 250
ORANGE, CA 92856

### Assignment of Mortgage



For value received, Mortgage Electronic Registration Systems, Inc., as nominee for PLAZA HOME MORTGAGE INC., its successors and assigns, whose address is P.O. Box 2026, Flint, MI 48501-2026, hereby grants, assigns, and transfers to: PennyMac Loan Services, LLC, whose address is 3043 Townsgate Road, Suite 200, Westlake Village, CA 91361 under that certain Mortgage dated May 7, 2015 executed by:

Mortgagor: RENEE M. KALBERG, A MARRIED WOMAN

For Mortgage Electronic Registration Systems, Inc., as nominee for PLAZA HOME MORTGAGE INC., its successors and assigns, whose address is P.O. Box 2026, Filnt, MI 48501-2026 in the amount of: \$73,641.00, recorded 05/19/2015 as Instrument No.: 15-0050868 of the Official Records of Hamilton County, Ohio

Property Address: 4041 LARCHVIEW DR, CINCINNATI, OH 45236-1739

Tax Parcel ID: 600-232-381 Legal Description: SEE EXHIBIT A

Mortgage Electronic Registration Systems, Inc., as nominee for PLAZA HOME MORTGAGE INC., its successors and assigns

# Accommodation

SIGNER TITLE:

Assistant Vice-President

Page No. : 1

Dated: 12.28-2	018	
State of TEXAS	*	
County of TARRANT Before me,	Hilda Mireya De La Cruz	the undersigned officer, on this, 12-28-2018
of	as identification	, who identified her/himself to be the
Assistant Vice-President		of Mortgage Electronic Registration Systems,
is subscribed to the foreg	oing instrument, and being author	its successors and assigns, the person and officer whose name rized to do so, acknowledged that (s)he had executed the purpose and consideration described and in the capacity
stated.	HILDA MIREYA DE LA CRUZ	Alm Dless
(seal)	Motary ID #126856740 My Commission Expires July 5, 2021	Notary Public, State of TEXAS My Commission Expires:

Service

### **EXHIBIT A**

LOT NUMBERED 4 OF PARAMOUNT PARK SUBDIVISION; SYCAMORE TOWNSHIP, SECTION 20, TOWNSHIP 4, ENTIRE RANGE 1, HAMILTON COUNTY OHIO AS RECORDED IN PLAT BOOK 79 PAGE 39 AND 40 AND RE-RECORDED IN PLAT BOOK 80 PAGES 71 AND 72, OFFICE OF THE RECORDER, HAMILTON COUNTY OHIO.
SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.
ADDRESS: 4041 LARCHVIEW DR CINCINNATION 45236

age No: : 3

LOT NUMBERED 4 OF PARAMOUNT PARK SUBDIVISION, SYCAMORE TOWNSHIP, SECTION 20, TOWNSHIP 4, ENTIRE RANGE 1, HAMILTON COUNTY OHIO AS RECORDED IN PLAT BOOK 79 PAGE 39 AND 40 AND RE-RECORDED IN PLAT BOOK 80 PAGES 71 AND 72, OFFICE OF THE RECORDER, HAMILTON COUNTY OHIO. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

PARCEL NUMBER: 600-0232-0381-00

PROPERTY ADDRESS: 4041 LARCHVIEW DR.

CINCINNATI, OH 45236

EXHIBIT