

PAVAN PARIKH HAMILTON COUNTY CLERK OF COURTS

COMMON PLEAS DIVISION

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August 30, 2023 11:22 AM
PAVAN PARIKH
Clerk of Courts
Hamilton County, Ohio
CONFIRMATION 1363918

CARRINGTON MORTGAGE SERVICES LLC vs. RONDA I WILLIAMS A 2303690

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EFR200

COURT OF COMMON PLEAS HAMILTON COUNTY, OHIO

CARRINGTON MORTGAGE SERVICES, LLC 1600 SOUTH DOUGLASS ROAD SUITE 200-A ANAHEIM, CA 92806

Plaintiff

-VS-

RONDA J. WILLIAMS 1965 ANDINA AVENUE CINCINNATI, OH 45237

-AND-

UNKNOWN SPOUSE, IF ANY, OF RONDA J. WILLIAMS 1965 ANDINA AVENUE CINCINNATI, OH 45237

-AND-

ROLAND J. SOLOMON DDS INC. 4030 SMITH ROAD, SUITE 110 CINCINNATI, OH 45209

-AND-

UNITED STATES OF AMERICA, SECRETARY OF HOUSING AND URBAN DEVELOPMENT C/O U.S. ATTORNEY 221 EAST FOURTH ST., STE 400 CINCINNATI, OH 45202

-AND-

UNITED STATES OF AMERICA, SECRETARY OF HOUSING AND URBAN DEVELOPMENT 10TH STREET NW ROOM 5111 WASHINGTON, DC 20530 CASE NO.:

JUDGE:

COMPLAINT FOR FORECLOSURE IN REM AND RELIEF

Parcel: 119-0001-0201-00

-AND-

STATE OF OHIO DEPARTMENT OF TAXATION 30 EAST BROAD STREET, 14TH FLOOR COLUMBUS, OH 43215

Defendants

FIRST COUNT

- 1. Plaintiff says that it is the holder of a certain Note executed by Ronda J. Williams and is entitled to enforce the same. A copy of said Note is attached hereto as Exhibit "A" and made a part hereof.
- 2. Plaintiff further states that by reason of default in payment of the said note, it has declared said debt due; that there is due the sum of \$72,521.90 plus interest at a current rate of 3.125% per annum from April 1, 2023.
- 3. Plaintiff is the holder of a Loan Modification Agreement effective January 24, 2022, wherein the unpaid principal was modified to \$74,295.86. A copy of the Loan Modification Agreement is attached as Exhibit "B".
- 4. Makers have defaulted under the obligations of the Note and subsequent modification, by among other things, failing to pay the required monthly payments of principal and interest.
- 5. Defendant Ronda J. Williams has been discharged in a Chapter 7 Bankruptcy, Case Number 2017BK11148, and therefore is no longer personally liable for the debt herein.
- 6. Plaintiff states that it has satisfied all conditions prior to filing this complaint, including, but not limited to mailing the notice of acceleration to all parties who executed the promissory note.

SECOND COUNT

- 7. Plaintiff incorporates herein by reference all of the allegations contained in its First Count, and further says that it is entitled to enforce a certain mortgage deed, securing the payment of said promissory note, a copy of which is attached along with all assignments as Exhibit "C" and incorporated herein. Said mortgage refers to Permanent Parcel Number 119-0001-0201-00 and is a valid first lien upon said premises.
- 8. Plaintiff says that the conditions in said mortgage have been broken by reason of default in payment, that the same has become absolute, and that Plaintiff has the right to foreclose on the subject property.
- 9. 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 including, but not necessarily limited to real estate taxes, hazard insurance premiums, and property protection.
- 10. Unknown Spouse, if any, of Ronda J. Williams is added as a Party Defendant by virtue of any dower interest and as to any other interest they may have in the subject property.
- 11. Roland J. Solomon DDS Inc. is added as a Party Defendant by virtue of any interest it may have as a result of the judgment entered in the offices of the Clerk of this County on July 1, 2016, as Case Number CJ16010352 and as to any other interest it may have in the subject property.
- 12. United States of America, Secretary of Housing and Urban Development is added as a Party Defendant by virtue of any interest it may have as a result of the mortgage recorded in the offices of the Clerk of this County on February 24, 2022, in Volume 14611, Page 470 and as to any other interest it may have in the subject property. A copy of the referenced mortgage is attached hereto as Exhibit "D".

- 13. State of Ohio Department of Taxation is added as a Party Defendant for the following reasons and as to any other interest it may have in the subject property:
 - a. By virtue of any interest it may have as a result of the lien recorded in the offices of the Clerk of this County on October 28, 2010 as Instrument No. CJ10018426. A copy of the referenced lien is attached hereto as Exhibit "E".
 - b. By virtue of any interest it may have as a result of the lien recorded in the offices of the Clerk of this County on December 6, 2010 as Instrument No. EX1001028. A copy of the referenced lien is attached hereto as Exhibit "F".
 - c. By virtue of any interest it may have as a result of the lien recorded in the offices of the Clerk of this County on November 14, 2012 as Instrument No. CJ12026509. A copy of the referenced lien is attached hereto as Exhibit "G".
 - d. By virtue of any interest it may have as a result of the lien recorded in the offices of the Clerk of this County on October 14, 2014 as Instrument No. CJ14021868. A copy of the referenced lien is attached hereto as Exhibit "H".
 - e. By virtue of any interest it may have as a result of the lien recorded in the offices of the Clerk of this County on December 14, 2015 as Instrument No. EX1501338. A copy of the referenced lien is attached hereto as Exhibit "I".
 - f. By virtue of any interest it may have as a result of the lien recorded in the offices of the Clerk of this County on January 7, 2020 as Instrument No. CJ20000711. A copy of the referenced lien is attached hereto as Exhibit "J".
- 14. The Plaintiff further says that the Treasurer of Hamilton County, Ohio may claim a lien against the premises described herein by virtue of real estate taxes.

WHEREFORE, Plaintiff demands judgment:

- a. In the sum of \$72,521.90, plus interest at the rate of 3.125% per annum from April 1, 2023 together with its advances made pursuant to the terms of the mortgage, sums including, but not necessarily limited to, real estate taxes, insurance premiums, and property inspections, preservation and protection; 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;
- b. That Plaintiff be found to have a first lien on said premises for this amount so owing
- c. That Plaintiff shall be paid from the proceeds amount found due and owing;
- d. That Defendant/Obligors, <u>unless discharged in bankruptcy</u>, may be adjudged to pay the deficiency that remains after applying all of said monies applicable thereto; that Defendant Ronda J. Williams, has been discharged in Chapter 7 Bankruptcy, Case Number 2017BK11148, and therefore is no longer personally liable for the debt herein;
- e. Defendants named herein be required to answer and set up any claim that they may have in said premises or be forever barred;
- f. That said premises be ordered appraised, advertised and sold according to law;
- g. That the United States of America shall have the right of redemption, if applicable;

h. That the Plaintiff may have such other or further relief, or both, in the premises as may be just and equitable.

Respectfully Submitted,

/s/Phillip Smith Jr._

LOGS Legal Group LLP Phillip Smith Jr (0101875) 4805 Montgomery Road, Suite 320 Norwood, OH 45212

Phone: (513) 396-8100 Fax: (847) 627-8805 Email: phsmith@logs.com

*NOTE: The documents attached hereto may have been redacted to remove non-public personal information such as financial account information, social security numbers, dates of birth, and similar information to protect the privacy of the parties named herein.

23-046766 FC01; on; August 23, 2023

EXHIBIT

FHA Case No. NOTE Multistate MAY 28, 2010 CINCINATTI, [Date] [City] [State]

> 1965 Andina Ave. Cincinnati. OH 45237 [Property Address]

1. PARTIES

Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means EVOLVE BANK & TRUST, A ARKANSAS BANKING CORPORATION.

and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST

5.750%) per year until the full amount of principal has been paid.

3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

4. MANNER OF PAYMENT

(A) Time Borrower shall make a payment of principal and interest to Lender on the 1ST beginning on JULY 1, 2010. Any principal and interest remaining on the JUNE, 2040 will be due on that date, which is called the "Maturity Date." day of each month JUNE, 2040 (B) Place

Payment shall be made at 301 SHOPPING WAY BLVD WEST MEMPHIS, AR 72301

or at such place as Lender may designate in writing by notice to Borrower.

(C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. \$505.57. This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

(D) Allonge to this Note for payment adjustments

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. [Check applicable box]

Graduated Payment Allonge Growing Equity Allonge Other [specify]

5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary, if Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

6. BORROWER'S FAILURE TO PAY

BORROWER'S FAILURE 10 PAY

(A) Late Charge for Overdue Payments

(Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) his Note, by the end of 15 calendar days after the payment is due, Lender may collect a late charge in the ount of FOUR percent (4.000%) of the overdue amount of each of this Note, by the end of amount of FOUR payment

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

FHA Multitate Fixed Rate Note - 10/95

Online Documents, Inc.

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Page 1 of 2

Online Documents, Inc.

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(C) Payment of Costs and Expenses

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

7. WAIVERS

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

8. GIVING OF NOTICES

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

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

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

Williams (Soal)

WITHOUT RECOURSE PAY TO THE ORDER OF

WELLS FARGO BANK, N.A. 200 m. 6 Scott M. Swanson Assistant Vice President

PAY TO THE ORDER OF

WELLS FARGO BANK N.A. WITHOUT RECOURSE

EVOLVE BANK & TRUST, A ARKANSAS BANKING CORPORATION

FHA Multistate Fixed Rate Note 110/95 Aguirre Operations Menager Online Documents, Inc.

E-FILED 08/80/2023 11:22 AM / CONFIRMATION 1363918 / A 2303690 / MAGISTRATE BERDING / COMMON PLEAS DIVISION /

EXHIBIT B

This Document Prepared By:
MONICA VELA
CARRINGTON MORTGAGE SERVICES, LLC
CARRINGTON DOCUMENT SERVICES
ANAHEIM, CA 92806
1-866-874-5860

When Recorded Mail To: CARRINGTON MORTGAGE SERVICES, LLC C/O LOSS MITIGATION POST CLOSING DEPARTMENT 1600 SOUTH DOUGLASS ROAD, SUITE 200A ANAHEIM, CA 92806

Tax/Parcel #: 119-0001-0201-00

[Space Above This Line for Recording Data]

Original Principal Amount: \$86,633.00 Unpaid Principal Amount: \$77,830.57 New Principal Amount: \$74,295.86

New Money (Cap): \$0.00

FHA/VA/RHS Case No:

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 24TH day of JANUARY, 2022, between RONDA J WILLIAMS, SINGLE WOMAN ("Borrower"), whose address is 1965 ANDINA AVE, CINCINNATI, OHIO 45237 and WILMINGTON SAVINGS FUND SOCIETY, FSB, AS TRUSTEE OF STANWICH MORTGAGE LOAN TRUST I BY CARRINGTON MORTGAGE SERVICES, LLC AS SERVICER AND ATTORNEY IN FACT ("Lender"), whose address is 1600 SOUTH DOUGLASS ROAD, SUITE 200A, ANAHEIM, CA 92806 amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated MAY 28, 2010 and recorded on JUNE 25, 2010 in INSTRUMENT NO. 10-0071120 BOOK 11465 PAGE 277, HAMILTON COUNTY, OHIO, and (2) the Note, in the original principal amount of U.S. \$86,633.00, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property," located at

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Page 1

1965 ANDINA AVE, CINCINNATI, OHIO 45237

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

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

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

- 1. As of, FEBRUARY 1, 2022 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$74,295.86, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. \$0.00 and other amounts capitalized, which is limited to escrows and any legal fees and related foreclosure costs that may have been accrued for work completed. This Unpaid Principal Balance has been reduced by the HUD Partial Claim amount of \$19,457.64.
- 2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 3.1250%, from FEBRUARY 1, 2022. The yearly rate of 3.1250% will remain in effect until principal and interest are paid in full.
 - Borrower promises to make the total modified monthly mortgage payment of U.S. \$763.73, beginning on the 1ST day of MARCH, 2022, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. Borrower's payment consists of payments for principal and interest of U.S. \$318.27, plus payments for property taxes, hazard insurance, and any other permissible escrow items of US \$445.46. Borrower understands that the modified monthly mortgage payment is subject to change if there is an increase or decrease in property taxes, insurance, or any other permissible escrow items. The escrow payments may be adjusted periodically in accordance with applicable law and therefore the total monthly payment may change accordingly. If on FEBRUARY 1, 2052 (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
- 3. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may require immediate payment in full of all sums secured by this Security Instrument.
 - If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.
- 4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever cancelled, null and void, as of the date specified in Paragraph No. 1 above:
 - (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
 - (b) all terms and provisions of any adjustable rate rider, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that

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contains any such terms and provisions as those referred to in (a) above.

- 5. If the Borrower is currently subject to the protections of any automatic stay in bankruptcy, or have obtained a discharge in bankruptcy proceeding without reaffirming the mortgage loan debt, nothing in this Agreement or any other document executed in connection with this Agreement shall be construed as an attempt by Lender to impose personal liability under the Note and Deed of Trust/Mortgage and Promissory Note/Partial Claims Mortgage. In such case, this Agreement is entered into in the ordinary course of business between the Lender and the Borrower in lieu of pursuit of in rem relief to enforce the lien. This Agreement does not revive the Borrower's personal liability under the Note and Deed of Trust/Mortgage and Promissory Note/Partial Claims Mortgage, nor is it an attempt to collect, recover or offset any such debt as a personal liability of Borrower under the Note and Deed of Trust/Mortgage and Promissory Note/Partial Claims Mortgage.
- 6. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.
- 7. Borrower agrees to make and execute other documents or papers as may be necessary to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.
- 8. Borrower agrees that any costs, fees and/or expenses incurred in connection with servicing the loan that may be legally charged to the account, but have not been charged to the account as of the Modification Effective Date, may be charged to the account at a later date and shall be the Borrower's responsibility to pay in full. For example, if the loan is in foreclosure there may be foreclosure fees and costs that have been incurred but not yet assessed to the account as of the date the Modification Effective Date; Borrower will remain liable for any such costs, fees and/or expenses.



In Witness Whereof, I have executed this Agreement. Borrower: RONDA J WILLIAMS [Space Below This Line fo	Date r Acknowledgments]
Lopus 2000 1000 1000 1000 100 2000 100 2000 10000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1	
BORROWER ACKNOWLEDGMENT	
State of OHIO	
The foregoing instrument was acknowledged before (date) by RONDA J WILLIAMS (name of person Notary Public Printed Name: Parge Wall S. My Commission expires: 9-6-2026	on acknowledged)
Prepared by: MONICA VELA CARRINGTON MORTGAGE SERVICES, LLC CARRINGTON DOCUMENT SERVICES 1600 SOUTH DOUGLASS ROAD, SUITE 200A	RECORD AND RETURN TO: CARRINGTON MORTGAGE SERVICES, LLC C/O LOSS MITIGATION POST CLOSING DEPARTMENT 1600 SOUTH DOUGLASS ROAD,

Carrington Custom HUD-H

ANAHEIM, CA 92806

1-866-874-5860

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SUITE 200A

ANAHEIM, CA 92806

In Witness Whereof, the Lender has executed this Agreement.

WILMINGTON SAVINGS FUND SOCIETY, FSB, LOAN TRUST I BY CARRINGTON MORTGAG ATTORNEY IN FACT	AS TRUSTEE OF STANWICH MORTGAGE E SERVICES, LLC AS SERVICER AND
<i>3</i> 7	FEB 1 4 2022
By Osbaldo Sanchez, Director, Loss Mitigation (title) Carrington Mortgage Services, LLC Attorney in Fact	
-	for Acknowledgments]
LENDER ACKNOWLEDGMENT	
A notary public or other officer completing the individual who signed the document to which truthfulness, accuracy, or validity of that documents	this certificate is attached, and not the
State of California) County of Orange)	
On FEB 1 4 2022 before me Public, personally appeared Osbald	Hector Solis, Jr. Notary o Sanchez, who proved to me on
the basis of satisfactory evidence to be the perwithin instrument and acknowledged to me the his/her/their authorized capacity(ies), and that the person(s), or the entity upon behalf of whis instrument.	rson(s) whose name(s) is/are subscribed to the nat he/she/they executed the same in t by his/her/their signature(s) on the instrument ich the person(s) acted, executed the
I certify under PENALTY OF PERJURY und foregoing paragraph is true and correct.	er the laws of the State of California that the
WITNESS my hand and official seal.	HECTOR SOLIS JR. Notary Public - California Orange County
Signature Signature of Notary Public	Commission # 2325520 My Comm. Expires Mar 28, 2024 (Seal
	HECTOR SOLIS JR. Notary Public - California Orange County Commission # 2325520
	My Comm. Expires Mar 28, 2024
Carrington Custom HUD-HA	Page 5

EXHIBIT A

BORROWER(S): RONDA J WILLIAMS, SINGLE WOMAN

LOAN NUMBER

LEGAL DESCRIPTION:

The land referred to in this document is situated in the CITY OF CINCINNATI, COUNTY OF HAMILTON, STATE OF OHIO, and described as follows:

BEING PART OF LOTS FORTY-FIVE (45) AND FORTY-FOUR (44) OF THE BON VILLA SUBDIVISION AS APPEARS OF RECORD IN PLAT BOOK 31, PAGE 18, OF THE HAMILTON COUNTY, OHIO PLAT RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: .

BEGINNING AT A POINT ON THE SOUTH LINE OF ANDINA AVENUE, A DISTANCE OF THIRTY-SEVEN (37) FEET EAST OF THE NORTHWEST CORNER OF SAID LOT FORTY-FIVE (45); THENCE SOUTHWARDLY ALONG A LINE PARALLEL TO THE WEST LINE OF SAID LOT, A DISTANCE OF ONE HUNDRED TWENTY (120) FEET, TO A POINT IN THE SOUTH LINE OF SAID LOTS FORTY-FIVE (45) AND FORTY-FOUR (44) A DISTANCE OF FORTY-ONE (41) FEET, TO A POINT; THENCE NORTHWARDLY ALONG A LINE PARALLEL TO THE WEST LINE OF SAID LOT FORTY-FIVE (45) A DISTANCE OF ONE HUNDRED TWENTY (120) FEET, TO A POINT IN THE SOUTH LINE OF ANDINA AVENUE; THENCE WESTWARDLY ALONG THE SOUTH LINE OF ANDINA AVENUE, A DISTANCE OF FORTY-ONE (41) FEET TO THE PLACE OF BEGINNING; SAID PREMISES BEING THE EASTERLY TWENTY-THREE (23) FEET OF SAID LOT FORTY-FIVE (45) AND THE WESTERLY EIGHTEEN (18) FEET OF SAID LOT FORTY-FOUR (44).

ALSO KNOWN AS: 1965 ANDINA AVE, CINCINNATI, OHIO 45237

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Date: JANUARY 24, 2022

Loan Numbe

Lender: WILMINGTON SAVINGS FUND SOCIETY, FSB, AS TRUSTEE OF STANWICH

MORTGAGE LOAN TRUST I BY CARRINGTON MORTGAGE SERVICES, LLC AS SERVICER

AND ATTORNEY IN FACT

Borrower: RONDA J WILLIAMS

Property Address: 1965 ANDINA AVE, CINCINNATI, OHIO 45237

NOTICE OF NO ORAL AGREEMENTS

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO ORAL AGREEMENTS BETWEEN THE PARTIES.

Receipt of Notice. The undersigned hereby admit to having each received and read a copy of this Notice on or before execution of the Loan Agreement. "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods or any other thing of value or to otherwise extend credit or make affinancial accommodation.

orrower: RONDA J WILLIAMS

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Carrington Custom HUD-HA

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Date: JANUARY 24, 2022

Loan Numbe

Lender: WILMINGTON SAVINGS FUND SOCIETY, FSB, AS TRUSTEE OF STANWICH

MORTGAGE LOAN TRUST I BY CARRINGTON MORTGAGE SERVICES, LLC AS SERVICER

AND ATTORNEY IN FACT

Borrower: RONDA J WILLIAMS

Property Address: 1965 ANDINA AVE, CINCINNATI, OHIO 45237

ERRORS AND OMISSIONS COMPLIANCE AGREEMENT

In consideration of WILMINGTON SAVINGS FUND SOCIETY, FSB, AS TRUSTEE OF STANWICH MORTGAGE LOAN TRUST I BY CARRINGTON MORTGAGE SERVICES, LLC AS SERVICER AND ATTORNEY IN FACT

(the "Lender") agreeing to modify the referenced loan (the "Loan") to the Borrower, the Borrower agrees that if requested by the Lender, the Borrower will correct, or cooperate in the correction of, any clerical errors made in any document or agreement entered into in connection with the modification of the Loan, if deemed necessary or desirable in the reasonable discretion of the Lender, to enable Lender to sell, convey, seek guaranty or market the Loan to any entity, including without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Federal Housing Authority, the Department of Veterans Affairs or any municipal bond authority.

The Borrower agrees to comply with all such requests made by the Lender within 30 days of receipt of written request from the Lender. Borrower agrees to assume all costs that may be incurred by the Lender, including without limitation, actual expenses, legal fees and marketing losses, as a result of the Borrower's failure to comply with all such requests within such 30 day time period.

The Borrower makes this agreement in order to assure that the documents and agreements executed in connection

with the modification of the Loan will conform to and be acceptable in the marketplace in the event the Loan is transferred, conveyed guaranteed or marketed by the Lender.

Sorrower: RONDA J WILLIAMS

Date

Carrington Custom HUD

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NON-CONFORMING DOCUMENT ADDITIONAL RECORDING FEE (OPC 317.114)

EXHIBIT C

> Wasne Coates Hamilton Counts Recorders Office Doc #: 10-0071120 Type: MT Filed: 06/25/10 07:15:24 AM \$76.00 Off.Rec.: 11465 00277 F B14 8

Escrot LOAN

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State of Ohio

OPEN-END MORTGAGE



THIS MORTGAGE ("Security Instrument") is given on MAY 28, 2010, The Mortgagor is RONDA J WILLIAMS, SINGLE WOMAN

whose current mailing address is 1166 Springwater Court Cincinnati, OH 45215

("Borrower"). "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. 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.

EVOLVE BANK & TRUST, A ARKANSAS BANKING CORPORATION

("Lender") is organized and

existing under the laws of ARKANSAS and has an address of 301 SHOPPING WAY BLVD., WEST MEMPHIS, AR 72301.

FHA Ohio Mortgage - 4/96

Online Documents, Inc.

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Initials: OHEFHADE O

Commitment Land Title Agency, LLC 541 Buttermilk Pike, Suite 101 Crescent Springs, Kentucky 41017

LOAN #:

this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JUNE 1, 2040. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions 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 of MERS the following described property located in Hamilton County, Ohio: SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT

which has the address of 1965 Andina Ave. Cincinnati.

[Street, City],

Ohio

45237

("Property Address");

(Zip Code)

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 and canceling this Security Instrument.

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

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

2. Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall include in each

monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been

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Online Documents, Inc.

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Initials: OHEFHADE 0906

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 Éscrow Funds.

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

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

Borrower and require Borrower to make up the shortage as permitted by RESPA.

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

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

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 (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity ln the event of foreclosure of this Security Instrument or other transfer of title to the Property that

extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force

shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances.

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Borrower shall not commit waste or destroy, damage or substantially change 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 in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

 7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2.
- Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

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

Any amounts disbursed by Lender under this paragraph shall become an additional debt of

Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give 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:
 - Borrower defaults by failing to pay in full any monthly payment required by this Security
 - Instrument prior to or on the due date of the next monthly payment, or
 (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations
 - contained in this Security Instrument.

 (b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:
 - (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and (ii) The Property is not occupied by the purchaser or grantee as his or her principal
 - residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

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- (c) No Walver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect
- to subsequent events.

 (d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.
- (e) Mortgage Not Insured. Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due
- to Lender's failure to remit a mortgage insurance premium to the Secretary.

 10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.
- 11. Borrower Not Released; Forbearance By Lender Not a Walver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall
- not be a waiver of or preclude the exercise of any right or remedy.

 12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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

 16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, 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 FHA Ohlo Mortgage - 4/98
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 Initials:
 OHEFHADE 0906

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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

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

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

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

assignment and not an assignment for additional security only.

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

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

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

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

but not limited to, costs of title evidence.

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

- or applicable law.

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

 21. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)] Condominium Rider Graduated Payment Rider	Growing Equity Rider Other(s) [specify]	Planned Unit Development Ride	
		$\mathcal{C}_{\lambda,\lambda}$	
FHA Ohio Mortgage - 4/96		Initials:	
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BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Instrument and in any rider(s) executed by Borrower and recorded with it.

ed woman

State of OHIO County of HAMILTON

of Person Taking Acknowledgement) public Notary

(Serial Number, if any)

My commission expires:



(Title or Rank)

ROBERT C. CHAMPNESS
Notary Public, State of Ohio
My Commission Expires 3 (7) > 13

This instrument was prepared by:

Michael K. Ruberg, Esq. Ohio Registration No. 61437 25 Crestview Mall Road Crestview Hills, Kentucky 41017

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Page

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EXHIBIT "A"

LEGAL DESCRIPTION

Case Number

Situate in the City of Cincinnati, County of Hamilton and State of Ohio, and being part of Lots Forty-five (45) and Forty-Four (44) of the Bon Villa Subdivision as appears of record in Plat Book 31, Page 18, of the Hamilton County, Ohio Plat Records, and being more particularly described as follows:

Beginning at a point on the South line of Andina Avenue, a distance of Thirty-Seven (37) feet East of the Northwest corner of said Lot Forty-Five (45); thence Southwardly along a line parallel to the West line of said lot, a distance of One Hundred Twenty (120) feet, to a point in the South line of said Lot; thence eastwardly along the South line of said Lots Forty-five (45) and Forty-four (44) a distance of Forty-One (41) feet, to a point; thence Northwardly along a line parallel to the West line of said Lot Forty-Five (45) a distance of One Hundred Twenty (120) feet, to a point in the South line of Andina Avenue; thence Westwardly along the South line of Andina Avenue, a distance of Forty-One (41) feet to the place of beginning; said premises being the Easterly Twenty-Three (23) feet of said Lot Forty-Five (45) and the Westerly Eighteen (18) feet of said Lot Forty-Four (44).

Parcel #: 119-0001-0201-00 Property more commonly known as: 1965 Andina Ave., Cincinnati, OH 45237

SIIS @ StreamLine Legal Description - Exhibit "A" Rev. 11/18/2009 12:18:00 PM



Wayne Coates
Hamilton County Recorders Office
Doc ‡: 12-D048229 Type: AM
Filed: 04/17/12 08:07:36 AM \$36.00
Off.Rec.: 11993 00380 F 3 7:

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Recording Requested By: WELLS FARGO BANK, N.A. When Recorded Return To: DEFAULT ASSIGNMENT, WELLS FARGO BANK, N.A. MAC: X9999-018 PO BOX 1629, MINNEAPOLIS, MN 55440-9790

CORPORATE ASSIGNMENT OF MORTGAGE

Hamilton, Ohio "WILLIAMS"

MERS

Date of Assignment: March 21st, 2012

Assignor: MÖRTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR EVOLVE BANK AND TRUST, ITS SUCCESSORS AND ASSIGNS at BOX 2026 FLINT MI 48501,

1901 E VOORHEES ST STE C., DANVILLE, IL 61834

Assignee: WELLS FARGO BANK, NA at 1 HOME CAMPUS, DES MOINES, IA 50328

Executed By: RONDA J WILLIAMS, SINGLE WOMAN To: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR EVOLVE BANK AND TRUST, ITS SUCCESSORS AND ASSIGNS

Date of Mortgage: 05/28/2010 Recorded: 06/25/2010 in Book: 11465 Page: 277 as Instrument No.: 10-0071120 In the County of Hamilton, State of Ohio.

Property Address: 1965 ANDINA AVE, CINCINNATI, OH 45237

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

KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said Assignor hereby assigns unto the above-named Assignee, the said Mortgage having an original principal sum of \$86,633.00 with interest, secured thereby, with all moneys now owing or that may hereafter become due or owing in respect thereof, and the full benefit of all the powers and of all the covenants and provisos therein contained, and the said Assignor hereby grants and conveys unto the said Assignee, the Assignor's beneficial interest under the Mortgage.

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

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

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR EVOLVE BANK AND TRUST, ITS SUCCESSORS AND ASSIGNS On 3/21/12

By: Brianna D. Sulwer

Brianna D. Salwey , Assistant

Secretary

CONTRACTOR AND INC.	ANTOAGE Fuge 2 of 2	
STATE OF Iowa COUNTY OF Polk		•
	Maran Arms	
On 3 21 2012 , before me,	MASSELL ANDIE	, a Notary Public in and
for Polk in the State of Iowa, personal Secretary, personally known to me (o	ily appeared containing ly.	Salling Assistant
person(s) whose name(s) is/are subs		
he/she/they executed the same in his		<u> </u>
on the instrument the person(s), or th	•	,
instrument.		
	Secritic of	MEGAN AVON
WITNESS my hand and official seal,		F Commission Number 771329 My Commission Expires
1 //	70W)-	January 24, 2015
Hegen Avon		
Notary Expires: 1/24/7015		
		(This area for notarial seal)
		•
Prepared By: Holly Meinders, WEI	LLS FARGO BANK, N.A. 1 HOMI	E CAMPUS, MAC X2598-015,

DES MOINES, IA 50328-0001 1-866-234-8271

Exhibit "A"

SITUATE IN THE CITY OF CINCINNATI, COUNTY OF HAMILTON AND STATE OF OHIO, AND BEING PART OF LOTS FORTY-FIVE (45) AND FORTY-FOUR (44) OF THE BON VILLA SUBDIVION AS APPEARS OF THE BON VILLA SUBDIVION AS APPEARS OF RECORD IN PLAT BOOK 31, PAGE 18, OF THE HAMILTON COUNTY, OHIO PLAT RECORDS, AND BEING MORE PARTICLARLY DESCRIBED AS FOLLOWS:

BEING AT A POINT ON THE SOUTH LINE OF ANDINA AVENUE, A DISTANCE OF THIRTY -SEVEN (37) FEET EAST OF THE NORTHWEST CORNER OF SAID LOT FORTY-FIVE (45); THENCE SOUTHWARDLY ALONG A LINE PARALLEL TO THE WEST LINE OF SAID LOT, A DISTANCE OF ONE HUNDRED TWENTY (120) FEET, TO A POINT IN THE SOUTH LINE OF SAID LOT; THENCE EASTWARDLY ALONG THE SOUTH LINE OF SAID LOTS FORTY-FIVE (45) AND FORTY-FOUR (44) A DISTANCE OF FORTY-ONE (41) FEET, TO A POINT; THENCE NORTHWARDLY ALONG A LINE PARALLEL TO THE WEST LINE OF SAID LOT FORTY-FIVE (45) A DISTANCE OF ONE HUNDRED TWENTY (120) FEET, TO A POINT IN THE SOUTH LINE OF ANDINA AVENUE; THENCE WESTWARDLY ALONG THE SOUTH LINE OF ARDINA AVENUE, A DISTANCE OF FORTY-ONE (41) FEET TO THE PLACE OF BEGINNING; SAID PREMISES BEING THE EASTERLY TWENTY-THREE (23) FEET OF SAID LOT FORTY-FIVE (45) AND THE WESTERLY EIGHTEEN (18) FEET OF SAID LOT FORTY-FOUR (44)

PARCEL # 119-0001-0201-00

PROPERTY MORE COMMONLY KNOWN AS;

1965 ANDINA AVE., CINNCINNATI, OH 45237



Recording Requested By: WELLS FARGO BANK, N.A.

When Recorded Return To: ASSIGNMENT TEAM, WELLS FARGO BANK, N.A. MAC: N9408-05C PO
BOX 1629, MINNEAPOLIS, MN 55440-1269

CORPORATE ASSIGNMENT OF MORTGAGE

Hamilton, Ohio "WILLIAMS"

Date of Assignment: April 23rd, 2021
Assignor: WELLS FARGO BANK, N.A. at 1 HOME CAMPUS, DES MOINES, IA 50328
Assignee: WILMINGTON SAVINGS FUND SOCIETY, FSB, AS TRUSTEE OF STANWICH
MORTGAGE LOAN TRUST I at 1600 SOUTH DOUGLASS ROAD, SUITE 200-B, ANAHEIM, CA
92806

Executed By: RONDA J WILLIAMS, SINGLE WOMAN To: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS MORTGAGEE, AS NOMINEE FOR EVOLVE BANK & TRUST, A ARKANSAS BANKING CORPORATION, ITS SUCCESSORS AND ASSIGNS Date of Mortgage: 05/28/2010 Recorded: 06/25/2010 in Book: 11465 Page: 00277 as Instrument No.: 10-0071120 In the County of Hamilton, State of Ohio.

Property Address: 1965 ANDINA AVE, CINCINNATI, OH 45237

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

KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said Assignor hereby assigns unto the above-named Assignee, the said Mortgage having an original principal sum of \$86,633.00 with interest, secured thereby, and the full benefit of all the powers and of all the covenants and provisos therein contained, and the said Assignor hereby grants and conveys unto the said Assignee, the Assignor's interest under the Mortgage.

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

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

WELLS FARGO BANK, N.A. On <u>4/26/2021</u>

Shelly Mae Stephani

Vice President Loan Documentation

CORPORATE ASSIGNMENT OF MORTGAGE Page 2 of 2 STATE OF Minnesota COUNTY OF Hennepin

WITNESS my hand and official seal,

Mennifer Rae Anderson
Notary Expires: 1/3//2025

JENNIFER RAE ANDERSON
NOTARY PUBLIC - MINNESOTA
MY COMMISSION EXPIRES 01/31/2025

(This area for notarial seal)

Prepared By: IAN RASMUSSEN, WELLS FARGO BANK, N.A. 2701 WELLS FARGO WAY, N9408-05C, MINNEAPOLIS, MN 55440-1629 800-328-5074

Exhibit "A"

SITUATE IN THE CITY OF CINCINNATI, COUNTY OF HAMILTON AND STATE OF OHIO, AND BEING PART OF LOTS FORTY-FIVE (45) AND FORTY-FOUR (44) OF THE BON VILLA SUBDIVION AS APPEARS OF THE BON VILLA SUBDIVION AS APPEARS OF RECORD IN PLAT BOOK 31, PAGE 18, OF THE HAMILTON COUNTY, OHIO PLAT RECORDS, AND BEING MORE PARTICLARLY DESCRIBED AS FOLLOWS:

BEING AT A POINT ON THE SOUTH LINE OF ANDINA AVENUE, A DISTANCE OF THIRTY-SEVEN (37) FEET EAST OF THE NORTHWEST CORNER OF SAID LOT FORTY-FIVE (45); THENCE SOUTHWARDLY ALONG A LINE PARALLEL TO THE WEST LINE OF SAID LOT, A DISTANCE OF ONE HUNDRED TWENTY (120) FEET, TO A POINT IN THE SOUTH LINE OF SAID LOT; THENCE EASTWARDLY ALONG THE SOUTH LINE OF SAID LOTS FORTY-FIVE (45) AND FORTY-FOUR (44) A DISTANCE OF FORTY-ONE (41) FEET, TO A POINT; THENCE NORTHWARDLY ALONG A LINE PARALLEL TO THE WEST LINE OF SAID LOT FORTY-FIVE (45) A DISTANCE OF ONE HUNDRED TWENTY (120) FEET, TO A POINT IN THE SOUTH LINE OF ANDINA AVENUE; THENCE WESTWARDLY ALONG THE SOUTH LINE OF ARDINA AVENUE, A DISTANCE OF FORTY-ONE (41) FEET TO THE PLACE OF BEGINNING; SAID PREMISES BEING THE EASTERLY TWENTY-THREE (23) FEET OF SAID LOT FORTY-FOUR (44)

Scott Crowley
Hamilton County Recorder's Office
Doc #: 2022-0055425 Type: AM
Filed: 06/03/22 01:30:20 PM \$46.00
Off. Rec.: 14681 02193 F 3 375

PREPARED BY:

C. R. Hall

RETURN TO:

C. R. Hall

2860 Exchange Blvd. # 100

Southlake TX 76092 **Assignment of Mortgage** Send Any Notices To Assignee. For Valuable Consideration, the undersigned, WILMINGTON SAVINGS FUND SOCIETY, FSB, AS TRUSTEE OF STANWICH MORTGAGE LOAN TRUST I, whose address is, 1600 South Douglass Rd, Suite 200-A, Anaheim CA 92806 (Assignor) by these presents does assign, and set over, without recourse, to CARRINGTON MORTGAGE SERVICES, LLC 1600 South Douglass Road, Suite 200-A, Anaheim CA 92806 (Assignee) the described mortgage with all interest, all liens, any rights due or to become due thereon, executed by RONDA J WILLIAM, A SINGLE WOMAN to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., (MERS) AS NOMINEE FOR EVOLVE BANK & TRUST, A ARKANSAS BANKING CORPORATION ITS SUCCESSORS AND ASSIGNS. Said mortgage Dated: 5/28/2010 is recorded in the State of OH, County of Hamilton on 06/25/2010, as Book 11465 Page 00277 AMOUNT: \$ 86,633.00 SEE ATTACHED EXHIBIT A

Property Address: 1965 ANDINA AVE, CINCINNATI, OH 45237

IN WITNESS WHEREOF, the undersigned entity has caused this instrument to be executed by its proper signatory. Executed on: June 3, 2022

WILMINGTON SAVINGS FUND SOCIETY, FSB, AS TRUSTEE OF STANWICH MORTGAGE LOAN TRUST I.

BY CARRINGTON MORTGAGE SERVICES, LLC, AS ITS ATTORNEY-IN-FACT

By: Heather Scott, Vice President

State of TX County of Tarrant

On 06/03/2022, before me, the undersigned, personally appeared Heather Scott, who acknowledged that he/she is Vice President of/ BY CARRINGTON MORTGAGE SERVICES, LLC, AS ITS ATTORNEY-IN-FACT for WILMINGTON SAVINGS FUND SOCIETY, FSB, AS TRUSTEE OF STANWICH MORTGAGE LOAN TRUST I, and that he/she executed the foregoing instrument and that such execution was done as the free act and deed of WILMINGTON SAVINGS FUND SOCIETY, FSB, AS TRUSTEE OF STANWICH MORTGAGE LOAN TRUST I BY CARRINGTON MORTGAGE SERVICES, LLC, AS ITS ATTORNEY-IN-FACT.

OH Hamilton

CMS/AOM/BANASALE

PREPARED BY: C. R. Hall RETURN TO: C. R. Hall 2860 Exchange Blvd. # 100 Southlake TX 76092

Assignment of Mortgage

Send Any Notices To Assignee.

C. LAFFERTY
My Notary ID # 11593634
Expires November 30, 2022

Notary public, C. Lafferty

My commission expires: November 30, 2022

OH Hamilton

CMS/AOM/BANASALI

Exhibit A

SITUATE IN THE CITY OF CINCINNATI, COUNTY OF HAMILTON AND STATE OF OHIO, AD BEING PART OF LOTS FORTY-FIVE (45) AND FORTY-FOUR (44) OF THE BON VILLA SUBDIVISION AS APPEARS OF RECORD IN PLAT BOOK 31, PAGE 18, OF THE HAMILTON COUNTY, OHIO PLAT RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF ANDINA AVENUE, A DISTANCE OF THIRTY-SEVEN (37) FEET EAST OF THE NORTHWEST CORNER OF SAID LOT FORTY-FIVE (45); THENCE SOUTHWARDLY ALONG A LINE PARALLEL TOT HE WEST LINE OF SAID LOT, A DISTANCE OF ONE HUNDRED TWENTY (120) FEET, TO A POINT IN THE SOUTH LINE OF SAID LOT; THENCE EASTWARDLY ALONG THE SOUTH LINE OF SAID LOTS FORTY-FIVE (45) AND FORTY-FOUR (44) A DISTANCE OF FORTY-ONE (41) FEET, TO A POINT; THENCE NORTHWARDLY ALONG A LINE PARALLEL TOT HE WEST LINE OF SAID LOT FORTY-FIVE (45) A DISTANCE OF ONE HUNDRED TWENTY (120) FEET, TO A POINT IN THE SOUTH LINE OF ANDINA AVENUE; THENCE WESTWARDLY ALONG THE SOUTH LINE OF ANDINA AVENUE, A DISTANCE OF FORTY-ONE (41) FEET TO THE PLACE OF BEGINNING; SAID PREMISES BEING THE EASTERLY TWENTY-THREE (23) FEET OF SAID LOT FORTY-FIVE (45) AND THE WESTERLY EIGHTEEN (18) FEET OF SAID LOT FORTY-FOUR (44).

PARCEL#: 119-0001-0201-00
PROPERTY MORE COMMONLY KNOWN AS: 1965 ANDINA AVE.,
CINCINNATI, OH 45237

CMS/AOM/BANASALE/KTOUK

Hamilton County, OH

EXHIBIT D Scott Crowley
Hamilton County Recorder's Office
Doc #: 2022-0020089 Type: MT
Filed: 02/24/22 07:29:04 AM \$66.00
Off. Rec.: 14611 00470 F 6 74

This Document Prepared By:
MONICA VELA
CARRINGTON MORTGAGE SERVICES, LLC
CARRINGTON DOCUMENT SERVICES
1600 SOUTH DOUGLASS ROAD, SUITE 200A
ANAHEIM, CA 92806
1-866-874-5860
When Recorded Mail To:
CARRINGTON MORTGAGE SERVICES, LLC
C/O LOSS MITIGATION POST CLOSING
DEPARTMENT
1600 SOUTH DOUGLASS ROAD, SUITE 200A
ANAHEIM, CA 92806

Tax/Parcel #: 119-0001-0201-00

[Space Above This Line for Recording Data] _ FHA Case N Loan No

PARTIAL CLAIMS MORTGAGE

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on JANUARY 24, 2022. The mortgagor is RONDA J WILLIAMS, SINGLE WOMAN ("Borrower"), whose address is 1965 ANDINA AVE, CINCINNATI, OHIO 45237. This Security Instrument is given to the Secretary of Housing and Urban Development, his/her successors and assigns, whose address is 451 Seventh Street SW, Washington, DC 20410 ("Lender"). Borrower owes Lender the principal sum of NINETEEN THOUSAND FOUR HUNDRED FIFTY-SEVEN DOLLARS AND 64 CENTS Dollars (U.S. \$19,457.64). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for the full debt, if not paid earlier, due and payable on FEBRUARY 1, 2052.

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

which has the address of, 1965 ANDINA AVE, CINCINNATI, OHIO 45237 (herein "Property Address"); SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

Tax Parcel No. 119-0001-0201-00

Carrington Custom HU
Page 1

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

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

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

- 1. Payment of Principal. Borrower shall pay when due the principal of the debt evidenced by the Note.
- 2. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 3. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the term of this Security Instrument or the Note without that Borrower's consent.
- 4. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. 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: Department of Housing and Urban Development, Attention: Single Family Notes Branch, 451 Seventh Street SW, Washington, DC 20410 or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 5. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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	Page 2	

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

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

7. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 7, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 4 of the Subordinate Note, the Secretary may invoke the non-judicial 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 by the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph or applicable law.

- 8. Homestead Estate. If Borrower heretofore has acquired or hereafter acquires an estate of homestead in the Property, Borrower hereby agrees that such homestead estate is waived to the extent of this Security Instrument and the amount due under the Note and to the extent of all renewals, extensions and modifications of this Security Instrument or the Note, and that said homestead estate is subject to all of the rights of Lender under this Security Instrument and the Note and all renewals, extensions and modifications of this Security Instrument and the Note, and is subordinate to the lien evidenced by this Security Instrument, and all renewals, extensions and modifications of this Security Instrument. Furthermore, Borrower hereby waives the benefits of any homestead or similar laws or regulations that may otherwise be applicable from time to time.
- 9. Borrower agrees that any costs, fees and/or expenses incurred in connection with servicing the loan that may be legally charged to the account, but have not been charged to the account as of the date the Modification Effective Date, may be charged to the account at a later date and shall be the Borrower's responsibility to pay in full. For example, if the loan is in foreclosure there may be foreclosure fees and costs that have been incurred but not yet assessed to the account as of the date the Modification Effective Date; Borrower will remain liable for any such costs, fees and/or expenses.
- 10. If the Borrower is currently subject to the protections of any automatic stay in bankruptcy, or have obtained a discharge in bankruptcy proceeding without reaffirming the mortgage loan debt, nothing in this Agreement or any other document executed in connection with this Agreement shall be construed as an attempt by Lender to impose personal liability under the Note and Deed of Trust/Mortgage and Promissory Note/Partial Claims Mortgage. In such case, this Agreement is entered into in the ordinary course of business between the Lender and the Borrower in lieu of pursuit of interim relief to enforce the lien. This Agreement does not revive the Borrower's personal liability under the Note and Deed of Trust/Mortgage and Promissory Note/Partial Claims Mortgage, nor is it an attempt to collect, recover or offset any such debt as a personal liability of Borrower under the Note and Deed of

Carrington Custom HUD-I		
	- 2	
	Page 3	

. .

Trust/Mortgage and Promissory Note/Partial Claims Mortgage.

Carrington Custom HI

Page 4

By SIGNING BELOW, Borrower accepts and agrees to the listrument Borrower: RONDA J VILLIAMS	$\frac{2-2-2023}{Date}$
[Space Below This Line for BORROWER ACKNOWLEDGMENT	Acknowledgments]
State of OHIO	
County of Lunuter The foregoing instrument was acknowledged before (date) by RONDAJ WILLIAMS (name of person Notary Public) Printed Name: Par ge Walls My Commission expires: 96-2026	re me this 2 feb 2022- n acknowledged) PAIGE WALLS Notary Public, State of Ohio My Commission Expires 09/06/2028
Prepared by: MONICA VELA CARRINGTON MORTGAGE SERVICES, LLC CARRINGTON DOCUMENT SERVICES 1600 SOUTH DOUGLASS ROAD, SUITE 200A ANAHEIM, CA 92806 1-866-874-5860	RECORD AND RETURN TO: CARRINGTON MORTGAGE SERVICES, LLC C/O LOSS MITIGATION POST CLOSING DEPARTMENT 1600 SOUTH DOUGLASS ROAD, SUITE 200A ANAHEIM, CA 92806

Carrington Custom HUD-H.

EXHIBIT A

BORROWER(S): RONDA J WILLIAMS, SINGLE WOMAN

LOAN NUMBER

LEGAL DESCRIPTION:

The land referred to in this document is situated in the CITY OF CINCINNATI, COUNTY OF HAMILTON, STATE OF OHIO, and described as follows:

BEING PART OF LOTS FORTY-FIVE (45) AND FORTY-FOUR (44) OF THE BON VILLA SUBDIVISION AS APPEARS OF RECORD IN PLAT BOOK 31, PAGE 18, OF THE HAMILTON COUNTY, OHIO PLAT RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: .

BEGINNING AT A POINT ON THE SOUTH LINE OF ANDINA AVENUE, A DISTANCE OF THIRTY-SEVEN (37) FEET EAST OF THE NORTHWEST CORNER OF SAID LOT FORTY-FIVE (45); THENCE SOUTHWARDLY ALONG A LINE PARALLEL TO THE WEST LINE OF SAID LOT, A DISTANCE OF ONE HUNDRED TWENTY (120) FEET, TO A POINT IN THE SOUTH LINE OF SAID LOTS FORTY-FIVE (45) AND FORTY-FOUR (44) A DISTANCE OF FORTY-ONE (41) FEET, TO A POINT; THENCE NORTHWARDLY ALONG A LINE PARALLEL TO THE WEST LINE OF SAID LOT FORTY-FIVE (45) A DISTANCE OF ONE HUNDRED TWENTY (120) FEET, TO A POINT IN THE SOUTH LINE OF ANDINA AVENUE; THENCE WESTWARDLY ALONG THE SOUTH LINE OF ANDINA AVENUE, A DISTANCE OF FORTY-ONE (41) FEET TO THE PLACE OF BEGINNING; SAID PREMISES BEING THE EASTERLY TWENTY-THREE (23) FEET OF SAID LOT FORTY-FIVE (45) AND THE WESTERLY EIGHTEEN (18) FEET OF SAID LOT FORTY-FOUR (44).

ALSO KNOWN AS: 1965 ANDINA AVE, CINCINNATI, OHIO 45237

Carrington Custom HUD-HA

Page 6



courtclerk.org/data/case_summary.php

8/10/23, 11:47 AM

Case Number: CJ10018426

Court: Common Pleas Civil

STATE OF OHIO vs. WILLIAMS, RONDA J **Case Caption:**

Judge: Unavailable **Filed Date:** 10/28/2010

Case Type: CJ - CERTIFICATE OF JUDGMENT

Total Deposits: Unavailable

Total Costs: \$0.00

Case History

Show All Rows

Description Date Notes Amount

12/06/2010 EX 1001028

FILING, DOCKETING, ENDORSING, AND COURT

10/28/2010 AUTOMATION COSTS: \$16.00 CERTIFICATE

COST: \$5.00 RECEIPT #:

10/28/2010 DATE INTEREST BEGINS: 10/28/10

 $10/28/2010 \begin{array}{l} \text{JUDGMENT OR DECREE RENDERED: } 10/28/10 \\ \text{INTEREST RATE: } 4.00\% \end{array}$

10/28/2010 JUDGMENT CREDITOR(S): STATE OF OHIO

10/28/2010 COURT ISSUING JUDGMENT: TAX COMMISSION

; COUNTY: FRANKLIN; STATE: OHIO

CAPTION: STATE OF OHIO VS: WILLIAMS,

RONDA J CASE#: SER#02200910129449

DOCUMENT CONTAINS

SENSITIVE

10/28/2010 JUDGMENT FILED ON 10/28/10 AT 08:16 **INFORMATION**

REDACTION MAY BE

NEEDED

10/28/2010 JUDGMENT DEBTOR(S): RONDA J WILLIAMS

10/28/2010 PERSONAL INCOME TAX CRN # 02200910129449

ACCT # 8380335

10/28/2010 JUDGMENT AMOUNT: \$1,554.81 COSTS: \$

EXHIBIT F

courtclerk.org/data/case_summary.php

8/11/23, 9:23 AM

Case Number: EX1001028

Court: Common Pleas Civil

Case Caption: STATE OF OHIO vs. RONDA J WILLIAMS

Judge: Unavailable Filed Date: 12/06/2010

Case Type: XT - EXECUTION FILING - TAXED IN COST

Total Deposits: Unavailable

Total Costs: \$5.00

Case History

Show All Rows

Date	Description	Notes	Amount
		DOCUMENT MAY	
		CONTAIN SENSITIVE	
12/28/2010	NOTICE OF DEPOSITION	INFORMATION	2.00
		REDACTION MAY BE	
		NEEDED	
	EXECUTION ISSUED AGAINST [RONDA J	DOCUMENT MAY	
	WILLIAMS TAX COMMISSION FRANKLIN COUNTY	CONTAIN SENSITIVE	
12/06/2010	OHIO SER#02200910129449 CASE NO CJ10018426	INFORMATION	
	DOJ 10/28/2010 INT DATE 10/28/2010 AMT OF	REDACTION MAY BE	
	JUDGMENT 1554.81]	NEEDED	
12/06/2010	EXECUTION FEES TAXED IN COST CHARLES F GEIDNER		0.00-

8/10/23, 11:49 AM

EXHIBIT G

Case Number: CJ12026509

Court: Common Pleas Civil

STATE OF OHIO vs. WILLIAMS, RONDA J **Case Caption:**

Judge: Unavailable **Filed Date:** 11/14/2012

Case Type: CJ - CERTIFICATE OF JUDGMENT

Total Deposits: Unavailable

Total Costs: \$0.00

Case History

Show All Rows

Date Description Notes Amount

11/14/2012 PERSONAL INCOME TAX CRN # 02201130806732

ACCT # 10785635

FILING, DOCKETING, ENDORSING, AND COURT

11/14/2012 AUTOMATION COSTS: \$16.00 CERTIFICATE

COST: \$5.00 RECEIPT #:

11/14/2012 DATE INTEREST BEGINS: 11/14/12

11/14/2012 JUDGMENT OR DECREE RENDERED: 11/14/12

INTEREST RATE: 3.00%

11/14/2012 JUDGMENT CREDITOR(S): STATE OF OHIO

11/14/2012 COURT ISSUING JUDGMENT: TAX COMMISSION

; COUNTY: FRANKLIN; STATE: OHIO

11/14/2012 CAPTION: STATE OF OHIO VS: WILLIAMS,

RONDA J CASE#: SER#02201130806732

DOCUMENT CONTAINS

SENSITIVE

11/14/2012 JUDGMENT FILED ON 11/14/12 AT 11:29 **INFORMATION**

REDACTION MAY BE

NEEDED

11/14/2012 JUDGMENT DEBTOR(S): RONDA J WILLIAMS

11/14/2012 JUDGMENT AMOUNT: \$546.03 COSTS: \$



EXHIBIT Н

8/10/23, 11:49 AM

Case Number: CJ14021868

Court: Common Pleas Civil

STATE OF OHIO vs. WILLIAMS, RONDA J **Case Caption:**

Judge: Unavailable **Filed Date:** 10/14/2014

Case Type: CJ - CERTIFICATE OF JUDGMENT

Total Deposits: Unavailable

Total Costs: \$0.00

Case History

Show All Rows

Description Date Notes Amount

12/14/2015 EX 1501338

FILING, DOCKETING, ENDORSING, AND COURT

10/14/2014 AUTOMATION COSTS: \$16.00 CERTIFICATE

COST: \$5.00 RECEIPT #:

10/14/2014 DATE INTEREST BEGINS: 10/14/14

 $10/14/2014 \begin{array}{l} {\rm JUDGMENT~OR~DECREE~RENDERED:~10/14/14} \\ {\rm INTEREST~RATE:~3.00\%} \end{array}$

10/14/2014 JUDGMENT AMOUNT: \$658.64 COSTS: \$

10/14/2014 CAPTION: STATE OF OHIO VS: WILLIAMS, RONDA J CASE# : SER#02201312247377

DOCUMENT CONTAINS

SENSITIVE

10/14/2014 JUDGMENT FILED ON 10/14/14 AT 13:53 **INFORMATION**

REDACTION MAY BE

NEEDED

10/14/2014 JUDGMENT DEBTOR(S): RONDA J WILLIAMS

10/14/2014 JUDGMENT CREDITOR(S): STATE OF OHIO

10/14/2014 PERSONAL INCOME TAX CRN # 02201312247377

ACCT # 12018647

10/14/2014 COURT ISSUING JUDGMENT: TAX COMMISSION

; COUNTY: FRANKLIN; STATE: OHIO



Case Number: EX1501338

Court: Common Pleas Civil

STATE OF OHIO vs. RONDA J WILLIAMS **Case Caption:**

Judge: Unavailable **Filed Date:** 12/14/2015

Case Type: XT - EXECUTION FILING - TAXED IN COST

Total Deposits: \$311.48 Credit

Total Costs: \$45.23

Case History

Show All	Rows
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Date	Description	Notes	Amount
06/08/2016	ANSWER OF GARNISHEE THE ANTHEM COMPANIES INC	DOCUMENT CONTAINS SENSITIVE INFORMATION REDACTION MAY BE NEEDED	1.00
	INTERIM REPORT AND ANSWER OF GARNISHEE ADP/WILLIAMS, \$311.48	DOCUMENT CONTAINS SENSITIVE INFORMATION REDACTION MAY BE NEEDED	1.00
03/24/2016	GARNISHMENT MONEY PAID IN BY ADP/WILLIAMS RECEIPT NBR: 161000005009		311.48-
	ANSWER OF GARNISHEE THE ANTHEM COMPANIES INC	DOCUMENT CONTAINS SENSITIVE INFORMATION REDACTION MAY BE NEEDED	2.00
01/26/2016	ANSWER OF GARNISHEE THE ANTHEM COMPANIES INC	DOCUMENT CONTAINS SENSITIVE INFORMATION REDACTION MAY BE NEEDED	1.00
01/04/2016	ELECTRONIC POSTAL RECEIPT RETURNED, COPY OF GARNISHMENT DELIVERED TO BLUE CROSS BLUE SHIELD ON 12/30/15, FILED. [CERTIFIED MAIL NBR.: 7194 5168 6310 0773 2561]	DOCUMENT MAY CONTAIN SENSITIVE INFORMATION REDACTION MAY BE NEEDED	
12/29/2015	CERTIFIED MAIL SERVICE ISSUED TO BLUE CROSS BLUE SHIELD [CERTIFIED MAIL NBR.: 7194 5168 6310 0773 2561]		7.00
12/23/2015	AFFIDAVIT AND ORDER AND NOTICE OF GARNISHMENT OF PERSONAL EARNINGS AND ANSWER OF EMPLOYER	DOCUMENT CONTAINS SENSITIVE INFORMATION REDACTION MAY BE NEEDED	3.00

Date	Description	Notes	Amount
12/22/2015	GARN. FILING;TAXED IN COSTS		15.00
12/14/2015	EXECUTION ISSUED AGAINST [RONDA J WILLIAMS TAX COMMISSION FRANKLIN COUNTY OHIO SER#02201312247377 CASE NO CJ14021868 DOJ 10/14/2014 INT DATE 10/14/2014 AMT OF JUDGMENT 658.64]	DOCUMENT MAY CONTAIN SENSITIVE INFORMATION REDACTION MAY BE NEEDED	
12/14/2015	EXECUTION FEES TAXED IN COST CHARLES F GEIDNER		0.00-



EXHIBIT

8/11/23, 9:21 AM

Case Number: CJ20000711

Court: Common Pleas Civil

STATE OF OHIO vs. WILLIAMS, RONDA J **Case Caption:**

Judge: Unavailable **Filed Date:** 01/07/2020

Case Type: CJ - CERTIFICATE OF JUDGMENT

Total Deposits: Unavailable

Total Costs: \$0.00

Case History

Show All Rows

Description Date Notes Amount

01/07/2020 PERSONAL INCOME TAX CRN # 02201908600641

ACCT # 16815853

FILING, DOCKETING, ENDORSING, AND COURT

01/07/2020 AUTOMATION COSTS: \$16.00 CERTIFICATE

COST: \$5.00 RECEIPT #:

01/07/2020 DATE INTEREST BEGINS: 01/07/20

01/07/2020 JUDGMENT OR DECREE RENDERED: 01/07/20

INTEREST RATE: 5.00%

01/07/2020 JUDGMENT CREDITOR(S): STATE OF OHIO

01/07/2020 COURT ISSUING JUDGMENT: TAX COMMISSION

; COUNTY: FRANKLIN; STATE: OHIO

01/07/2020 CAPTION: STATE OF OHIO VS: WILLIAMS,

RONDA J CASE#: SER#02201908600641

DOCUMENT CONTAINS

SENSITIVE

01/07/2020 JUDGMENT FILED ON 01/07/20 AT 14:33 **INFORMATION**

REDACTION MAY BE

NEEDED

01/07/2020 JUDGMENT DEBTOR(S): RONDA J WILLIAMS

01/07/2020 JUDGMENT AMOUNT: \$1,785.98 COSTS: \$