

PAVAN PARIKH HAMILTON COUNTY CLERK OF COURTS

COMMON PLEAS DIVISION

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PAVAN PARIKH
Clerk of Courts
Hamilton County, Ohio
CONFIRMATION 1363436

KEYBANK NATIONAL ASSOCIATION vs. JAMES MICHAEL BRATEK A 2303668

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COURT OF COMMON PLEAS HAMILTON COUNTY, OHIO

KEYBANK NATIONAL ASSOCIATION
4910 TIEDEMAN ROAD
BROOKLYN, OH 44144

Plaintiff

-VS-

JAMES MICHAEL BRATEK 10009 SPIRIT RIDGE LANE CINCINNATI, OH 45252

-AND-

MELISSA ANNE PFOHL 10009 SPIRIT RIDGE LANE CINCINATTI, OH 45252

-AND-

JAMES H. BRAUN JR. 6260 CREEKBEND COURT CLARENCE CENTER, NY 14032

-AND-

PATRICIA A. BRAUN 6260 CREEKBEND COURT CLARENCE CENTER, NY 14032

Defendants

CASE NO.:

JUDGE:

COMPLAINT FOR MONEY JUDGMENT, FORECLOSURE AND RELIEF

Parcel: 510-0250-0208-00

FIRST COUNT

1. Plaintiff says that it is the holder of a certain Note executed by James Michael Bratek and is entitled to enforce the same. A copy of said Note is attached as Exhibit "A" and incorporated herein.

- 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 \$247,008.26 plus interest at a current rate of 4.61% per annum from November 19, 2022.
- 3. Makers have defaulted under the obligations of the Note, by among other things, failing to pay the required monthly payments of principal and interest.
- 4. 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

- 5. 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 "B" and incorporated herein. Said mortgage refers to Permanent Parcel Number 510-0250-0208-00 and is a valid second lien upon said premises.
- 6. 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.
- 7. 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.
- 8. Melissa Anne Pfohl is added as a Party Defendant by virtue of the deed recorded in the offices of the Clerk of this County on May 5, 2021, in Volume 14411, Page 2788 and as to any other interest she may have in the subject property.

- 9. James H. Braun Jr. is added as a Party Defendant by virtue of any interest he may have as a result of the mortgage recorded in the offices of the Clerk of this County on May 5, 2021, in Volume 14411, Page 2790 and as to any other interest he may have in the subject property.
- 10. Patricia A. Braun is added as a Party Defendant by virtue of any interest she may have as a result of the mortgage recorded in the offices of the Clerk of this County on May 5, 2021, in Volume 14411, Page 2790 and as to any other interest she may have in the subject property.
- 11. 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 \$247,008.26, plus interest at the rate of 4.61% per annum from November 19, 2022 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 second 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;
- 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 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.

23-046594 FC01; on; July 25, 2023

Borrower(s) Last Name: James Michael Bratek Collateral Address: 10009 Spirit Ridge Lane, Cincinatti, OH 45252

KeyBank 🕶

RESIDENTIAL MORTGAGE FORECLOSURE ATTORNEY ATTESTATION (JUDICIAL)

I, Phillip Smith Jr, an attorney duly admitted to practice before the

Courts of the State of Ohio, affirms and states as follows:

1. I am associated with the law firm of LOGS Legal Group LLP, Counsel for

KeyBank National Association ("KeyBank") in this residential mortgage foreclosure brought in

the State of Ohio, County of Hamilton, by KeyBank seeking to foreclose its lien against property

which secured a loan taken out by Borrowers James Michael Bratek and Melissa Anne Pfohl.

2. I am fully familiar with the facts and circumstances of this foreclosure based upon

the records and documents obtained and maintained within the firm's files in the regular course

of its business and those documents and records provided by KeyBank.

3. This foreclosure was commenced via the JUDICIAL method as permitted in this

State. I am fully familiar with all the procedural and substantive requirements of this method of

foreclosure, which includes, but is not limited to, any and all filings, notices, recordings, postings,

certifications, mailings, judgments, decisions, publications, timelines and/or mandates.

4. I have reviewed this file and certify that all requirements to lawfully allow for a

JUDICIAL foreclosure sale in this State and County were completed in an accurate and timely

manner.

Dated: July 26, 2023

/s/Phillip Smith Jr.

Phillip Smith Jr

Page 6 of 1

EXHIBIT

FIXED RATE NOTE

KeyBank National Association 4910 Tiedeman Road Brooklyn, OH 44144 (513) 858-4300

Borrower(s):

JAMES M. BRATEK

Borrower(s) Address:

10009 SPIRIT RIDGE LANE CINCINATTI, OH 45252

Loan Number: Note Date: 10/05/21
Maturity Date: 10/19/51

Principal Amount: \$252,415.28

Interest Rate: 4.610%

Officer ID:

Mortgage Loan Originator ID



- 1. BORROWER'S PROMISE TO PAY. In return for a loan that I have received, I promise to pay U.S. \$
 252,415.28 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is KeyBank National Association. I will make all payments under this Note in the form of cash, check or money order, in U.S. Dollars. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is referred to as "you" in this Note.
- 2. INTEREST. I promise to pay daily simple interest on the unpaid Principal at an annual rate of 4.610 % until the full amount of Principal has been paid. Interest will accrue on a 365/365-day basis (366/366 in a leap year). This means if I generally make my payments late, I may pay more interest over the life of this Note. If I generally make my payments early, I will pay less interest. The interest rate required by this Section is the rate I will pay both before and after any default under this Note or any instrument securing this Note.
- 3. PAYMENTS. I will pay Principal and interest by making payments according to the following schedule 359 PAYMENTS OF \$1,296.65 BEGINNING NOVEMBER 19, 2021 AND CONTINUING AT MONTHLY TIME INTERVALS THEREAFTER. A FINAL PAYMENT OF THE UNPAID BALANCE PLUS ACCRUED INTEREST AND UNPAID FEES, IF ANY, IS DUE AND PAYABLE ON OCTOBER 19, 2051

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

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

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

- 6. OTHER CHARGES. I agree to pay the following other charges:
- (A) Late Charge. If you have not received the full amount of any monthly payment I owe by the end of calendar days after the date it is due, I will pay you a late charge. The amount of the charge will be the lesser of 10 00 % of my overdue payment of principal and interest or \$ 30.00 I will pay this late charge promptly but only once on each late payment.
- (B) Payment Processing Fee. If payment is refused on any check, other instrument or payment order I submit as a payment on this Note, I agree to pay a payment processing fee of \$ 27.50
- (C) Reimbursement of Lender Paid Costs: If I voluntarily prepay this Note in full within 36 months from the date I sign this Note, I agree that you may charge, and I agree to reimburse you for, the following bona fide fees you paid to third parties on my behalf in connection with the closing of my loan and this Note. I agree in such case that these amounts will be included, and that I will pay them, as part of my payoff balance.

Fixed Rate Mortgage Note (Fully Amortizing)
November, 2020)

(a) Title Search/Title Insurance	\$ 45.00	(e) Mortgage Tax	\$	0.00
(b) Property Appraisal	\$ 670.00	(f) Closing Agent Fee	\$	0.00
(c) Flood Hazard Determination	\$ 4.00	(g)	\$	0.00
(d) Life of Loan Flood Tracking	\$ 2.00	(h)	. \$	0.00
		TOTAL	\$	721.00

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

- 7. LOAN CHARGES. If a law, which applies to this 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. You may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a Partial Prepayment.
- 8. BORROWER'S FAILURE TO PAY AS REQUIRED. If I do not pay the full amount of each monthly payment on the date it is due, I will be in default. If I am in default, you may send me a written notice telling me that if I do not pay the overdue amount by a certain date, you may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means. Even if, at a time when I am in default, you do not require me to pay immediately in full as described above, you will still have the right to do so if I am in default at a later time. If you have required me to pay immediately in full as described above, you will have the right to be paid back by me for all of your costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees
- 9. SECURITY INTEREST IN REAL PROPERTY. I am giving you a mortgage, deed of trust, security deed or other security instrument, including all addenda and amendments (the "Security Instrument"), dated the same date as this Note. The Security Instrument protects you from possible losses which might result if I do not keep the promises I make in this Note and the Security Instrument. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

Fixed Rate	Mortgage	Note (F	·ully A	mortizing
		No	ovemb	er, 2020)

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

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

Borrower JAMES M. BRATEK	
Borrower	
Borrower	
Borrower	
Вопожег	
Borrower	
Borrower	
_	
Borrower	
Cosigner (if applicable)	
, , ,	
Cosigner (if applicable)	
	[Sign Oi

ily]

-	Cosigner (if applicable)	
-	Cosigner (if applicable)	
		I
Lender (Name and NMLSR Number)		
KeyBank National Association		
Loan Originator (Name and NMLSR Num	<u>ber)</u>	
Mark Boudreau		
Fixed Pate Mexicago Note (Fully Amortising)		

November, 2020)

14525 02551

Scott Crowley
Hamilton County Recorder's Office
Doc #: 2021-0126266 Type: MT
Filed: 10/18/21 01:48:42 PM \$66.00
Off. Rec.: 14525 02551 F 6 456

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

. J. N

[Space Above This Line For Recording Data]

SHORT FORM OPEN-END MORTGAGE

Lender (Name and NMLSR Number)
KeyBank National Association
Loan Originator (Name and NMLSR Number)
Mark Boudreau
·
DEFINITIONS
Words used in multiple sections of this Security Instrument are defined below and in the Master Form.
"Master Form" means that certain Master Open-End Mortgage Form recorded in the Office of the Recorder on 10/29/2013, Instrument No. 13-0147632, in Volume, Page(s), for land situate in the County of HAMILTON
"Security Instrument" means this document, which is dated 10/05/21, together with all Riders to this document. "Borrower" is JAMES M. BRATEK, UNMARRIED MELISSA ANN PFOHL, UNMARRIED
The Borrower's address is 10009 SPIRIT RIDGE LANE CINCINATTI, OH 45252 Borrower is the mortgagor under this Security Instrument. "Co-Grantor" means any Borrower who signs this Security Instrument but does not execute the Debt Instrument.
"Lender" is KeyBank National Association
4910 Tiedeman Road, Suite C, Brooklyn, OH 44144 Lender is the mortgagee under this Security Instrument. "Debt Instrument" means the promissory note signed by Borrower and dated 10/05/21
Debt Instrument states that Borrower owes Lender U.S. \$ _252.415.28 plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than 10/19/2051
"Property" means the property that is described below under the heading "Transfer of Rights in the Property."
"Loan" means all amounts owed now or hereafter under the Debt Instrument, including without limitation principal, interest, any prepayment charges, late charges and other fees and charges due under the Debt Instrument, and also all sums due under this Security Instrument, plus interest.
Kevilank OH Short Form Closed-End Security Instrument (11/1/2016) (page 1 of 6 pages)

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Debt Instrument; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Debt Instrument. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described Property located at

10009 SPIRIT RIDGE LANE CINCINATTI, OH 45252

("Property Address"), which is also located in: the County of HAMILTON, in the State of Ohio .PARCEL NUMBER: 510-0250-0208-00 and as may be more fully described in Schedule A.

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

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

INCORPORATION OF MASTER FORM PROVISIONS

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

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

BORROWER
JAMES M. BRATEK
BORROWER: Poly
MELISSA ANN PFOHL
BORROWER:
BORROWER:
BORROWER:

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

(page 2 of 6 pages)

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BORROWER:	
BORROWER:	\$
BORROWER:	

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

(page 3 of 6 pages)

STATE OF Ohio COUNTY OF BULLER	<u> </u>	
The foregoing instrument was acknowledged by SAM-SM. JAAT-ell	ged before me this 5 da	y of October.
TONYA PLAIR Notary Public. State of Ohio My Commission Expires September 13, 2022	Male	tany Public Tull Serial No. If any)
STATE OF ON LO COUNTY OF Sustien		
TONYA PLAIR Notary Public. State of Ohio My Commission Expires September 13, 2022	No	y of October. Court lary Public Oscrial No. If any)
STATE OF COUNTY OF The foregoing instrument was acknowleds 20, by of a	ged before me this da	y of, on behalf of the corporation.
	Not	lary Public
	(Title or Rank)	(Serial No. If any)
STATE OF COUNTY OF The foregoing instrument was acknowledge		w of
20, by	partner on behalf of	
, a partnership.		
·	Not	ary Public
	(Title or Rank)	(Scrial No. If any)
KeyBank OH Short Form Closed-End Security Instrument (11/1		(page 4 of 6 pagas)

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	E OF		
20 of	The foregoing instrument was acknown, by		
a		, on behalf of the	
		Nota	ary Public
		(Title or Rank)	(Serial No. If any)

THIS INSTRUMENT PREPARED BY: KeyBank National Association / James Ray

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

(page 5 of 6 pages)

Schedule A

SITUATED IN THE TOWNSHIP OF COLERAIN, COUNTY OF HAMILTON, AND STATE OF OHIO: ALL OF LOT 13 SPIRITRIDGE ACRES SUBDIVISION AS THE SAME IS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 243, PAGE 27, IN THE HAMILTON COUNTY, OHIO RECORDER'S OFFICE, TOGETHER WITH AND SUBJECT TO A PERMANENT EASEMENT FOR INGRESS AND EGRESS, AND FOR THE INSTALLATION AND MAINTENANCE OF UNDERGROUND UTILITY PIPES, LINES, CABLES, CONDUITS, AND THE LIKE, OVER, UNDER AND THROUGH THE PORTIONS OF LOTS 11, 12, AND 13 DESCRIBED IN THE DRIVEWAY EASEMENT AND MAINTENACE AGREEMENT RECORDED AT DEED BOOK 4313, PAGE 1584. BEING THE SAME PROPERTY CONVEYED BY DEED RECORDED IN BOOK 14243, PAGE 01361 OF THE HAMILTON COUNTY, OHIO RECORDS. SUBJECT TO ALL EASEMENTS, COVENANTS, CONDITIONS, RESERVATIONS, LEASES AND RESTRICTIONS OF RECORD, ALL LEGAL HIGHWAYS, ALL RIGHTS OF WAY, ALL ZONING, BUILDING AND OTHER LAWS, ORDINANCES AND REGULATIONS, ALL RIGHTS OF TENANTS IN POSSESSION, AND ALL REAL ESTATE TAXES AND ASSESSMENTS NOT YET DUE AND PAYABLE

Schedule B

Reference Number:

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

(page 6 of 6 pages)