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COMMON PLEAS DIVISION

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PAVAN PARIKH
Clerk of Courts
Hamilton County, Ohio
CONFIRMATION 1360162

MIDFIRST BANK

A 2303534

vs. STEFANIE WUKUSICK

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

PAGES FILED: 31

EFR200

IN THE COURT OF COMMON PLEAS HAMILTON COUNTY, OHIO

| MidFirst Bank | Case No. |
|---------------|----------|

MidFirst Bank 999 NW Grand Boulevard Suite 100 Oklahoma City, Oklahoma 73118

Plaintiff

vs.

Stefanie Wukusick 511 Hibernia Drive Cincinnati, OH 45238

David C. Wukusick, AKA David Wukusick 511 Hibernia Drive Cincinnati, OH 45238

Defendants.

Judge _____
COMPLAINT FOR FORECLOSURE

Now comes Plaintiff, MidFirst Bank ("Plaintiff"), who hereby alleges and asserts against the Defendants as follows:

23-021458 JNM1

Background

- 1. Stefanie Wukusick executed the promissory note (the "Note") that is the subject of this action. A copy of the Note is attached hereto as Exhibit A.
- 2. Attached hereto as Exhibit B is a copy of the mortgage (the "Mortgage") that was validly executed in connection with the execution of the Note. The parties to the Mortgage intended that it attach to the entire fee simple interest in the property.
- The Mortgage was recorded on February 23, 2010 as Official Records Volume 11365,
 Page 1415, Hamilton County, Ohio records.
- 4. The Mortgage is a lien on the property (the "Property") described more fully in the attached Mortgage.
- 5. The Note and Mortgage are in default. Plaintiff has satisfied conditions precedent and declared the entire balance due and payable.

COUNT ONE: BREACH OF NOTE

- 6. Plaintiff incorporates each of the preceding allegations into Count One by reference.
- 7. Plaintiff is due upon the Note the principal amount of \$73,106.91, plus interest on the outstanding principal amount at the rate of 5% per annum from December 1, 2022, plus late charges and advances and all costs and expenses incurred for the enforcement of the Note and Mortgage, except to the extent the payment is prohibited by Ohio law.
- 8. Plaintiff is a person entitled to enforce the Note.

COUNT TWO: FORECLOSURE

9. Plaintiff incorporates each of the preceding allegations into Count Two by reference.

23-021458 JNM1

- 10. The Mortgage is a valid and subsisting lien on the Property, subject only to any lien that may be held by the County Treasurer that has priority over the Mortgage as a matter of law.
- 11. The Mortgage was given to secure the Note.
- 12. Plaintiff is entitled to foreclose the Mortgage due to default. See Exhibit B, Exhibit C, Exhibit D, and Exhibit E.
- 13. The Preliminary Judicial Report attached to this Complaint as Exhibit F refers to other persons, if any, who are named as defendants in this action.

PRAYER FOR RELIEF

- 14. Plaintiff prays for the following relief:
 - judgment against Stefanie Wukusick in the principal amount of \$73,106.91, plus interest on the outstanding principal amount at the rate of 5% per annum from December 1, 2022, plus late charges and advances and all costs and expenses incurred for the enforcement of the Note and Mortgage except to the extent the payment is prohibited by Ohio law;
 - a finding that the Mortgage is a valid and subsisting lien on the Property, subject only to any lien that may be held by the County Treasurer that has priority over the Mortgage as a matter of law;
 - an order (1) foreclosing the equity of redemption and dower of all defendants named in this action, (2) requiring that the Property, be sold free and clear of all liens, interests, and dower, (3) requiring all defendants to set up their liens or interest in the Property or be forever barred from asserting such liens or interests,

23-021458 JNM1

(4) requiring that the proceeds of the sale of the Property be applied to pay all amounts due Plaintiff, and (5) granting Plaintiff all other relief, legal and equitable, as may be proper and necessary, including, for example, a writ of possession.

Respectfully submitted,

/s/ Kimberly Fulkerson

Kimberly D. Fulkerson (0073756)
Angela D. Kirk (0075177)
Ann Marie Johnson (0072981)
Michael E. Carleton (0083352)
Carla M. Allen (0100929)
Kirsten E. Friedman (0096466)
Justin M. Ritch (0085358)
Kyle E. Timken (0071381)
Richard J. Sykora (0093134)
Manley Deas Kochalski LLC
P. O. Box 165028
Columbus, OH 43216-5028

Telephone: 614-220-5611

Fax: 614-220-5613

Email: kdfulkerson@manleydeas.com

Attorney for Plaintiff

*Please note: The documents attached hereto may have been redacted to remove personal information and personal identifiers, such as financial account information, social security numbers, dates of birth, and similar information to further protect the privacy of borrowers and mortgagors.





Multistate

NOTE

February 16, 2010 [Date]

511 Hibernia Dr. Cincinnati, OHIO 45238
[Property Address]

1 PARTIES

"Borrower' means each person signing at the end of this Note, and the person's successors and assigns "Lender" means United Wholesale Mortgage

and its successors and assigns

writing to those changes

R (0210) 02

Redacted

2 BORROWER'S PROMISE TO PAY, INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of One Hundred Five Thousand Seven Hundred Eighteen and 00/100

| Dollars (U S \$ 105,718.00), plus interest, to the order of Lender Interest will be charged on unpaid principal |
|-----------------------------------------------------------------------------------------------------------------------------------|
| from the date of disbursement of the loan proceeds by Lender, at the rate of Five |
| percent (5.000 %) 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 in |
| Borrower defaults under this Note |
| 4 MANNER OF PAYMENT |
| (A) Time |
| Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning or |
| April 1 , 2010 Any principal and interest remaining on the first day of March |
| , will be due on that date, which is called the 'Maturity Date |
| (B) Place |
| Payment shall be made at P.O BOX 970 Birmingham, MICHIGAN 48012 |
| 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 \$ 567.52 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 firs |
| day of any month. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepayd 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

FHA Multistate Fixed Rate Note 10/95

VMP Mortgage Solutions (800)521 7291

6. BORROWER'S FAILURE TO PAY

(A) Late Charge for Overdue Payments

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

(B) Default

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.

(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 Stefanie Wukusick | d agrees to th (Seal) -Borrower | | _ (Seal) -Borrower |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|
| PAY TO THE ORDER OF TO PAY TO THE ORDER OF T | (Seal) (Seal) (Seal) (Seal) (Seal) | PAY TO THE ORDER OF Bank of America, N A WITHOUT RECOURSE UNITED WHOLESALE MORTGAGE THERESA MARTINEZ DIRECTOR OF SERVICING | (Seal) Borrower (Seal) Borrower (Seal) Borrower |
| Redacted -1R (0210) 02 | Paga | Without Recourse Pay to the Order From MidFirst Bank Ey Hand President | of —— |

Allonge To Note

| Loan | Niii | mhe | r |
|------|------|-----|---|

Redacted

Original Note Date

2/16/2010 🗸

Original Loan Amount

\$105,718 00 🗸

Executed By

STEFANIE WUKUSICK /

Property Address

511 HIBERNIA DR

CINCINNATI, OH 45238

Pay To The Order Of

MIDFIRST BANK

Without Recourse

Nationstar Mortgage LLC

Ву

Manuel Gonzalez

Assistant Secretary



Wayne Coates Hamilton County Recorders Office Doc 4: 10-0020171 Type: MT Filed: 02/23/10 01:24:24 PM \$100 \$100.00 Off.Rec.: 11365 01415 F 11

Return To:

United Wholesale Mortgage, 555 South Adams Road, Birmingham, world Class Title, 5040 Pine Creek Dr. Ste B.

Westerville, OH 43081

[Space Above This Line For Recording Data]

OPEN-END MORTGAGE



THIS MORTGAGE ("Security Instrument") is given on February 16, 2010 The Mortgagor is Stefanie Wukusick, MARRIED WOMAN and David Wukusick,

wife and husband

whose current mailing address is 511 Hibernia Dr, Cincinnati, OH 45238

("Borrower"). This Security Instrument is given to Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns), as mortgagee. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. United Wholesale Mortgage

Redacted

FHA Open-End Mortgage with MERS-OH VMP ® Wolters Kluwer Financial Services

Form 4/96 Amended 1/02 VMP4N(OH) (0902) Page 1 of 11

11365 1415 ("Lender") is organized and existing under the laws of MICHIGAN and has an address of 555 South Adams Road Birmingham, MI 48009

. Borrower owes Lender the principal sum of

One Hundred Five Thousand Seven Hundred Eighteen and 00/100

Dollars (U.S. \$105,718.00

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on March 01, 2040

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in Hamilton

County, Ohio:

SITUATE IN SECTION 17, TOWN 3, FRACTIONAL RANGE 1, MIAMI PURCHASE, DELHI TOWNSHIP, HAMILTON COUNTY, OHIO

BEING LOT NO. FIFTEEN(15) AS THE SAME IS SHOW ON THE PLAT OF PART ONE (1) OF "BLOCK F", AS RECORDED IN PLAT BOOK 83, PAGES 45 AND 46 IN THE HAMILTON COUNTY, OHIO RECORDER'S OFFICE, THE ABOVEMENTIONED "BLOCK F", IS A PART OF FRIENDLY ACRES SUBDIVISION.

Parcel ID Number: 5400072031500 511 Hibernia Dr Cincinnati ("Property Address"); which has the address of [Street]
[City], Ohio 45238 [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 or canceling this Security Instrument.

Redacted

FHA Open-End Mortgage with MERS-OH VMP ® Wolters Kluwer Financial Services Form 4/96 Amended 1/02 VMP4N(OH) (0902) Page 2 of 11 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.

- 1. 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 required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. 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 premium.

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).

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FHA Open-End Mortgage with MERS-OH VMP ® Wolters Kluwer Financial Services Form 4/96 Amended 1/02 VMP4N(OH) (0902) Page 3 of 11 3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

<u>First</u>, 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 legally entitled thereto.

In 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. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall

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FHA Open-End Mortgage with MERS-OH VMP ® Wolters Kluwer Financial Services Form 4/96 Amended 1/02 VMP4N(OH) (0902) Page 4 of 11 also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

- 6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.
- 7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the 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.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

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FHA Open-End Mortgage with MERS-OH VMP ® Wolters Kluwer Financial Services Form 4/96 Amended 1/02 VMP4N(OH) (0902) Page 5 of 11

9. Grounds for Acceleration of Debt.

- (a) Default. Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:
 - (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
 - (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.
- (b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 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.
- (c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.
- (d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender'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 subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.
- 10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary 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

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FHA Open-End Mortgage with MERS-OH VMP ® Wolters Kluwer Financial Services Form 4/96 Amended 1/02 VMP4N(OH) (0902) Page 6 of 11 has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

- 11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time 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
- 16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Redacted

FHA Open-End Mortgage with MERS-OH VMP ®

Wolters Kluwer Financial Services

Form 4/96 Amended 1/02 VMP4N(OH) (0902) Page 7 of 11

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos 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.

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

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.

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 sea.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell

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FHA Open-End Mortgage with MERS-OH VMP ® Wolters Kluwer Financial Services

Form 4/96 Amended 1/02 VMP4N(OH) (0902)

Page 8 of 11

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.

- 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.
- 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 Planned Unit Development Rider | | Growing Equity Rider Graduated Payment Rider | | Other [specify] |
|--|-----------------------------------------------------|--|-------------------------------------------------|--|-----------------|
|--|-----------------------------------------------------|--|-------------------------------------------------|--|-----------------|

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FHA Open-End Mortgage with MERS-OH VMP ® Wolters Kluwer Financial Services Form 4/96 Amended 1/02 VMP4N(OH) (0902) Page 9 of 11

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|-----------|----------|------------------|-------------------|------------|
| | | _ / | Stefanie Wukusick | -Borrowe |
| | • . | _ | David C. W. | Juhn (Scal |
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STATE OF OHIO,

HAMILTON County ss:

This instrument was acknowledged before me this 16th day of February, 2010 Stefanie Wukusick AND DAVID C. WUKUSICK

Julie Mardis

Notary Public, State of Ohio This instrument was prepared by:
My Commission Expires 04-08-2019 amil A Smith

Whited Wholesale Mongage

My Commission Expires: 04-08-2014

lie Mardis

Redacted

FHA Open-End Mortgage with MERS-OH Wolters Kluwer Financial Services

Form 4/96 Amended 1/02 VMP4N(OH) (0902) Page 11 of 11



Wayne Coates
Hamilton County Recorder's Office
Doc #: 15-0085558 Type: AM
Filed: 08/12/15 02:12:08 PM \$28.00
Off. Rec.: 12966 00999 F 2 267

h1206600000Eb

Redacted

This space for Recorder's use

Tax ID:

540-0072-0315-00

Property Address: 511 Hibernia Dr Cincinnati, OH 45238-5117 OHOV2M-AMREGIACIÓ E 8/6/2015 FCLOI Recording Requested By: Bank of America Prepared By: Bank of America 800-444-4302 1800 Tapo Canyon Road

Simi Valley, CA 93063

When recorded mail to: CoreLogic Mail Stop: ASGN 1 CoreLogic Drive Westlake, TX 76262-9823

Redacted

MERS Phone #: 888-679-6377

ASSIGNMENT OF MORTGAGE

For Value Received, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (herein "Assignor"), whose address is P.O. Box 2026, Flint, MI 48501-2026, AS NOMINEE FOR UNITED WHOLESALE MORTGAGE, ITS SUCCESSORS AND ASSIGNS hereby assign and transfer to BANK OF AMERICA, N.A. (herein "Assignee"), whose address is C/O BAC, M/C: CA6-914-01-43, 1800 TAPO CANYON ROAD, SIMI VALLEY, CA 93063, and its successors and assigns all its right, title, and interest in and to a certain Mortgage described below.

Beneficiary:

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS

NOMINEE FOR UNITED WHOLESALE MORTGAGE, ITS SUCCESSORS

AND ASSIGNS

Borrower(s):

STEFANIE WUKUSICK, MARRIED WOMAN AND DAVID WUKUSICK,

WIFE AND HUSBAND

Date of Mortgage:

2/16/2010

Original Loan Amount:

\$105,718.00

Certificate of Title Number: N/A

Recorded in HAMILTON County, OH on: 2/23/2010, book 11365, page 01415 and instrument number 10-0020171

Property Legal Description:

SITUATE IN SECTION 17, TOWN 3, FRACTIONAL RANGE 1, MIAMI PURCHASE, DELHI TOWNSHIP, HAMILTON COUNTY, OHIO BEING LOT NO. FIFTEEN (15) AS THE SAME IS SHOW ON THE PLAT OF PART ONE (1) OF "BLOCK F", AS RECORDED IN PLAT BOOK 83, PAGES 45 AND 46 IN THE HAMILTON COUNTY, OHIO RECORDER'S OFFICE, THE ABOVEMENTIONED "BLOCK F", IS A PART OF FRIENDLY ACRES SUBDIVISION.

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR UNITED WHOLESALE MORTGAGE, ITS SUCCESSORS AND ASSIGNS

Grace E Pena, Assistant Vice President

Date 8-7-15

Notarial Acknowledgment

State of Arizona County of Maricopa

On <u>2-9.15</u>, before me, Maryann Toscano, Notary Public, personally appeared Grace E Pena, Assistant Vice Presidentof MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR UNITED WHOLESALE MORTGAGE, ITS SUCCESSORS AND ASSIGNS, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or claims to be and whose name is subscribed to the within instrument and acknowledged to me that he he executed the same in his authorized capacity, and that by his/fet/signature on the instrument the person, or entity upon behalf of which the person acted, executed

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notorial seal the day and year last written.

Notary Public: Maryann Toscano

Maryann Toscano Notary Public Maricopa County, Arizona

Maricopa County, Arizona
My Comm. Expires 12-2-16

Attached to Assignment of Mortgage

DAted 8.7.15

page: 20F7

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Washe Coates Hamilton County Recorder's Office Doc \$2 16-84759 Type: AM Filed: 09/13/16 02:40:03 PM \$36.00 Off.Rec.: 13250 02335 F H12 3 480



Recording Requested By: Nationstar Mortgage
When Recorded Return To: DOCUMENT ADMINISTRATION, Nationstar Mortgage 8950 CYPRESS
WATERS BLVD, COPPELL, TX 75019

Redacted

CORPORATE ASSIGNMENT OF MORTGAGE

Wayne, Ohio seller's servicing #Redacted wukusick"

Date of Assignment: September 2nd, 2016
Assignor: BANK OF AMERICA, N.A. BY NATIONSTAR MORTGAGE LLC AS ITS
ATTORNEY-IN-FACT at 8950 CYPRESS WATERS BLVD, COPPELL, TX 75019
Assignee: NATIONSTAR MORTGAGE LLC at 8950 CYPRESS WATERS BLVD., COPPELL, TX 75019

Executed By: STEFANIE WUKUSICK, MARRIED WOMAN AND DAVID WUKUSICK, WIFE AND HUSBAND To: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR UNITED WHOLESALE MORTGAGE

Date of Mortgage: 02/16/2010 Recorded: 02/23/2010 in Book: 11365 Page: 01415 as Instrument No.: 10-0020171 In the County of Wayne, State of Ohio.

Property Address: 511 HIBERNIA DR, CINCINNATI, OH 45238

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 \$105,718.00 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.

BANK OF AMERICA, N.A. BY NATIONSTAR MORTGAGE LLC AS ITS ATTORNEY-IN-FACT On September 2nd, 2016

CHEVAKIA BOSTON, Assistant Secretary

RedactedRedacted

CORPORATE ASSIGNMENT OF MORTGAGE Page 2 of 2

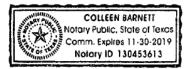
STATE OF Texas COUNTY OF Dallas

On September 2nd, 2016, before me, COLLEEN BARNETT, a Notary Public in and for Dallas in the State of Texas, personally appeared CHEVAKIA BOSTON, Assistant Secretary, personally known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,

COLLEEN BARNETT

Notary Expires: 11/30/2019 #130453613



(This area for notarial seal)

Prepared By: Tim Jackson, Nationstar Mortgage 8950 CYPRESS WATERS BLVD, COPPELL, TX 75019 1-888-480-2432



RedactedRedacted

Exhibit A

Situate in Section 17, Town 3, Fractional Range 1, Miami Purchase, Delhi Township, Hamilton County, Ohio, and being more particularly described as follows:

Being all of Lot No. Fifteen (15), as the same is shown on the Plat of Part One (1) of "Block F", as recorded in Plat Book 83, Pages 45 and 46 in the Hamilton County, Ohio Recorder's Office, the above mentioned "Block F", is a part of Friendly Acres Subdivision.



Norbert A Nadel Hamilton County Recorder's Office Doc #: 2019-0099053 Type: AM Filed: 11/12/19 09:49:18 AM \$34.00 Off. Rec.: 14042 01503 F 2 207



When Recorded Return To: Nationstar Mortgage LLC C/O Nationwide Title Clearing, Inc. 2100 Alt. 19 North

Palm Harbor, FL 34683 Redacted

ASSIGNMENT OF MORTGAGE

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, NATIONSTAR MORTGAGE LLC, WHOSE ADDRESS IS 8950 CYPRESS WATERS BLVD., COPPELL, TX 75019, (ASSIGNOR), by these presents does convey, grant, assign, transfer and set over the described Mortgage with all interest secured thereby, all liens, and any rights due or to become due thereon to MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION, WHOSE ADDRESS IS, 999 NW GRAND BOULEVARD, SUITE 100, OKLAHOMA CITY, OK 73118 (180)065-4456 x6, ITS SUCCESSORS AND ASSIGNS, (ASSIGNEE).

Said Mortgage executed by: STEFANIE WUKUSICK AND DAVID C. WUKUSICK (current owner) and recorded in the Record of Mortgages Book 11365 and Page 01415 in the office of the Recorder of HAMILTON, Ohio.

More particularly described as follows (if needed), to wit:

SITUATE IN SECTION 17, TOWN 3, FRACTIONAL RANGE 1, MIAMI PURCHASE, DELHI
TOWNSHIP, HAMILTON COUNTY, OHIO. BEING LOT NO. FIFTEEN (15) AS THE SAME IS SHOW ON
THE PLAT OF PART ONE (1) OF "BLOCK F", AS RECORDED IN PLAT BOOK 83, PAGES 45 AND 46 IN THE HAMILTON COUNTY, OHIO RECORDER'S OFFICE, THE ABOVEMENTIONED "BLOCK F", IS A PART OF FRIENDLY ACRES SUBDIVISION.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand by its proper officer this 11th day of November in the year 2019.

NATIONSTAR MORTGAGE LLC

VICE PRESIDENT

All persons whose signatures appear above have qualified authority to sign and have reviewed this document and supporting documentation prior to signing.

Redacted

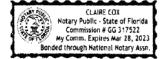
Redacted

STATE OF FLORIDA COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me on this 11th day of November in the year 2019, by Casey Cochran as VICE PRESIDENT of NATIONSTAR MORTGAGE LLC, who, as such VICE PRESIDENT being authorized to do so, executed the foregoing instrument for the purposes therein contained. He/she/they is (are) personally known to me.

CLAIRE COX

COMM EXPIRES: 03/28/2023



I hereby proclaim this document is an original document, dated this 11th day of November in the year 2019.

CASIA COCHRAN

VICE PRESIDENT

Document Prepared By: Dave LaRose/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152

Redacted



PRELIMINARY JUDICIAL REPORT

Issued by

Westcor Land Title Insurance Company

Guaranteed Party Name:
Manley Deas Kochalski LLC
Guaranteed Party Address:
P. O. Box 165028
Columbus, OH 43216-5028

ORDER NO. PJR-1-OH1054-15186186

FILE NO. 23-021458

Pursuant to your request for a Preliminary Judicial Report (hereinafter "the Report") for use in judicial proceedings, Westcor Land Title Insurance Company (hereinafter "the Company") hereby guarantees in an amount not to exceed \$73,106.91 that it has examined the public records in Hamilton County, Ohio as to the land described in Schedule A, that the record title to the land is at the date hereof vested in Stefanie Wukusick and David Wukusick, by instrument recorded dated April 2, 2002, filed April 9, 2002, recorded as Official Records Volume 8877, Page 1245, Hamilton County, Ohio records, and free from all encumbrances, liens or defects of record, except as shown in Schedule B.

This is a guarantee of the record title only and is made for the use and benefit of the Guaranteed Party and the purchaser at judicial sale thereunder and is subject to the Exclusions from Coverage, the Exceptions contained in Schedule B and the Conditions and Stipulations contained herein.

This report shall not be valid or binding until it has been signed by either an authorized agent or representative of the Company and Schedules A and B have been attached hereto.

Effective Date: August 11, 2023

Issued By: Allodial Title, LLC

P. O. Box 165028

Columbus, OH 43216-5028

Signed:

Gail C. Hersh, Jr., Agent

Westcor Land Title Insurance Company

Order no. PJR-1-OH1054-15186186

PRELIMINARY JUDICIAL REPORT

SCHEDULE A

DESCRIPTION OF REAL ESTATE

Situate in Section 17, Town 3, Fractional Range 1, Miami Purchase, Delhi Township, Hamilton County, Ohio, and being more particularly described as follows:

Being all of Lot No. Fifteen (15), as the same is shown on the Plat of Part One (1) of "Block F", as recorded in Plat Book 83, pages 45 and 46 in the Hamilton County, Ohio Recorder's Office, The above mentioned "Block F", is a part of Friendly Acres Subdivision.

SOURCE OF TITLE

TITLE ACQUIRED BY:

Being the same property conveyed to Stefanie Wukusick and David Wukusick who acquired title, with rights of survivorship, by virtue of a deed from Gretchen L. Lomboy, a married woman, also signed by Vince Lomboy, signing to release dower interest, dated April 2, 2002, filed April 9, 2002, recorded as Official Records Volume 8877, Page 1245, Hamilton County, Ohio records,

and free from all encumbrances, liens or defects, except as shown in Schedule B.

SCHEDULE B

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

1. TAXES FOR THE YEAR 2022 AND 2023:

Assessed in the name of Stefanie Wukusick and David Wukusick

Parcel Number: 540-0072-0315-00

Physical Street Address: 511 Hibernia Dr, Cincinnati, OH 45238.

TOTAL VALUATION: \$37,730.00

Land Value: \$8,070.00, Building Value: \$29,660.00

The taxes for the first installment are paid in the amount of \$1,244.36. The taxes for the second installment are paid in the amount of \$1,229.23.

The Total amount due as of the effective date of this report (including delinquencies, penalties and interest, if any) is \$0.00.

The Treasurer has a first lien for taxes in an amount to be determined.

Taxes or assessments approved, levied or enacted by the State, County, Municipality, Township or similar taxing authority, but not yet certified to the tax duplicate of the County in which the land is situated, including any retroactive increases in taxes or assessments resulting from any retroactive increase in the valuation of the land by the State, County, Municipality, Township or other taxing authority.

Taxes for the year 2023 are undetermined and a lien, not yet due and payable.

2. Mortgage in favor of Mortgage Electronic Registration Systems, Inc., as nominee for United Wholesale Mortgage, its successors and assigns, P.O. Box 2026, Flint, MI 48501, from Stefanie Wukusick and David Wukusick, wife and husband, in the amount of \$105,718.00, recorded on February 23, 2010 as Official Records Volume 11365, Page 1415, Hamilton County, Ohio records.

as assigned to Bank of America, N.A., c/o BAC, 1800 Tapo Canyon Road, M/C: CA6-914-01-43, Simi Valley, CA 93063, by Assignment recorded August 12, 2015 as Official Records Volume 12966, Page 999, Hamilton County, Ohio records.

as assigned to Nationstar Mortgage, LLC, 8950 Cypress Waters Boulevard, Coppell, TX 75019, by Assignment recorded September 13, 2016 as Official Records Volume 13250, Page 2335, Hamilton County, Ohio records.

as assigned to Midfirst Bank, a Federally Chartered Savings Association, 999 Northwest Grand Boulevard, Suite 100, Oklahoma City, OK 73118, by Assignment recorded November 12, 2019 as Official Records Volume 14042, Page 1503, Hamilton County, Ohio records.

- 3. An examination of the PACER index of the United States Bankruptcy Court, Northern and Southern Districts of Ohio, reflects the following: No filings under the name of Stefanie Wukusick and David Wukusick.
- 4. Easements, conditions, reservations, covenants and restrictions affecting premises described in Schedule A, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or natural origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
- 5. Oil and gas leases, pipeline agreements or any other instruments related to the production or sale of oil and gas which may arise subsequent to the date of the Policy.
- 6. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
- 7. Subject to unfiled mechanic's and materialmen's liens which may be filed pursuant to O.R.C. 1311.21(C).
- 8. Easements, liens or encumbrances or claims thereof, which are not shown by the public record.

No examination has been made for any unpaid sewer or water services.

This is a guarantee of record title only and is made for the use and benefit of all parties to said proceedings, and the purchaser at judicial sale thereunder.

Dated: August 11, 2023, at 7:59 a.m.

CONDITIONS AND STIPULATIONS OF THIS PRELIMINARY JUDICIAL REPORT

1. <u>Definition of Terms</u>

"Guaranteed Party": The party or parties named herein or the purchaser at judicial sale.

"Guaranteed Claimant": Guaranteed Party claiming loss or damage hereunder.

"Land": The land described specifically or by reference in Schedule A, and improvements affixed thereto, which by law constitute real property; provided however the term "land" does not include any property beyond the lines of the area specifically described or referred to in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, lanes, ways or waterways.

"Public Records": Those records under state statute and, if a United States District Court resides in the county in which the Land is situated, the records of the clerk of the United States District Court, which impart constructive notice of matters relating to real property to purchasers for value without knowledge and which are required to be maintained in certain public offices in the county in which the land is situated.

2. Determination of Liability

This Report together with any Final Judicial Report or any Supplement or Endorsement thereof, issued by the Company is the entire contract between the Guaranteed Party and the Company.

Any claim of monetary loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest guaranteed hereby or any action asserting such claim, shall be restricted to this Report.

3. Liability of Company

This Report is a guarantee of the record title of the Land only, as disclosed by an examination of the Public Records herein defined.

4. Notice of Claim to be given to Guaranteed Claimant

In case knowledge shall come to the Guaranteed Party of any lien, encumbrance, defect, or other claim of title guaranteed against and not excepted in this Report, whether in a legal proceeding or otherwise, the Guaranteed Party shall notify the Company within a reasonable time in writing and secure to the Company the right to oppose such proceeding or claim, or to remove said lien, encumbrance or defect at its own cost. Any action for the payment of any loss under this Report must be commenced within one year after

the Guaranteed Party receives actual notice that they may be required to pay money or other compensation for a matter covered by this Report or actual notice someone claims an interest in the Land covered by this Report.

Extent of Liability

The liability of the Company shall in no case exceed in all the amount stated herein and shall in all cases be limited to the actual loss, including but not limited to attorneys fees and costs of defense, only of the Guaranteed Party. Any and all payments under this Report shall reduce the amount of this Report *pro tanto* and the Company's liability shall terminate when the total amount of the Report has been paid.

6. Options to Pay or Otherwise Settle Claims; Termination of Liability

The Company in its sole discretion shall have the following options:

- a. To pay or tender to the Guaranteed Claimant the amount of the Report or the balance remaining thereof, less any attorneys fees, costs or expenses paid by the Company to the date of tender. If this option is exercised, all liability of the Company under this Report terminates including but not limited to any liability for attorneys fees, or any costs of defense or prosecution of any litigation.
- To pay or otherwise settle with other parties for or in the name of the Guaranteed Claimant any claims guaranteed by this Report.
- c. To continue, re-open or initiate any judicial proceeding in order to adjudicate any claim covered by this Report. The Company shall have the right to select counsel of its choice (subject to the right of the Guaranteed Claimant to object for reasonable cause) to represent the Guaranteed Claimant and will not pay the fees of any other counsel.
- d. To pay or tender to the Guaranteed Claimant the difference between the value of the estate or interest as guaranteed and the value of the estate or interest subject to the defect, lien or encumbrance guaranteed against by this Report.

7. Notices

All notices required to be given to the Company shall be given promptly and any statements in writing required to be furnished to the Company shall be addressed to the Company.

EXCLUSIONS FROM COVERAGE

- 1. The Company assumes no liability under this Report for any loss, cost or damage resulting from any physical condition of the Land.
- 2. The Company assumes no liability under this Report for any loss, cost or damage resulting from any typographical, clerical or other errors in the Public Records.
- 3. The Company assumes no liability under the Report for matters affecting title subsequent to the date of this Report or the Final Judicial Report or any supplement thereto.
- 4. The Company assumes no liability under this Report for the proper form or execution of any pleadings or other documents to be filed in any judicial proceedings.
- 5. The Company assumes no liability under this Report for any loss, cost, or damage resulting from the failure to complete service on any parties shown in Schedule B of the Preliminary Judicial Report and the Final Judicial Report or any Supplemental Report issued thereto.