



**PAVAN PARIKH
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COMMON PLEAS DIVISION

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August 31, 2023 01:30 PM

PAVAN PARIKH

Clerk of Courts

Hamilton County, Ohio

CONFIRMATION 1364530

**WILMINGTON SAVINGS
FUND SOCIETY FSB NOT IN
ITS IND
VS.
MAXINE BYRDSONG**

A 2303729

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

PAGES FILED: 54

22-1921 rm 8/29/23

IN THE COURT OF COMMON PLEAS
HAMILTON COUNTY, OHIO

Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as indenture trustee of Citigroup Mortgage Loan Trust 2017-RP1 c/o Rushmore Loan Management Services LLC 15480 Laguna Canyon Road, Suite 100 Irvine, CA 92618

Case No.:

Judge:

Magistrate:

Plaintiff

COMPLAINT FOR MONEY AND FORECLOSURE

PPN: 208-0067-0203-00

vs.

Maxine Byrdsong,
aka, Maxine Brown
2846 Almester Drive
Cincinnati, OH 45211
-and-
421 N. Porter Street
Saginaw, MI 48602

John Doe, Real Name Unknown,
the Unknown Spouse, if any,
of Maxine Byrdsong, aka, Maxine Brown
2846 Almester Drive
Cincinnati, OH 45211
-and-
421 N. Porter Street
Saginaw, MI 48602

Tommy Smith
2846 Almester Drive
Cincinnati, OH 45211
-and-
1910 Lillie Place
Cincinnati, OH 45223

Hamilton County
Child Support Agency
222 East Central Parkway
Cincinnati, OH 45202

State of Ohio Department of Taxation
c/o Ohio Attorney General
150 East Gay Street, 21st Floor
Columbus, OH 43215

Synchrony Bank
c/o CT Corporation System, Statutory Agent
4400 Easton Commons Way, Suite 125
Columbus, OH 43219

Defendants

FIRST COUNT

1. Plaintiff is the holder of a certain promissory note, a copy of which is attached hereto, marked Exhibit "A", and made a part hereof; that said note was modified pursuant to a certain loan modification agreement, a copy of which is attached hereto, marked Exhibit "B", and made a part hereof; that by reason of default in the payment of the note and mortgage securing same, it has declared said debt due; and, that there is due and unpaid thereon the sum of \$92,442.92, plus interest at the rate of 3.75% per annum, from May 1, 2022, and late charges to which Plaintiff is entitled.

2. Defendant, Maxine Byrdsong, aka, Maxine Brown, filed a Chapter 7 Bankruptcy case in the Bankruptcy Court for the Southern District of Ohio, Case No. 23-10785. The Defendant was granted a discharge in that Bankruptcy Case on July 31, 2023; and that case was terminated and closed on August 16, 2023. Based on this Discharge, Plaintiff is not seeking a personal money judgment against the Defendant, Maxine Byrdsong, on the Note.

SECOND COUNT

3. Plaintiff incorporates herein by reference all of the allegations contained in its first count, and further says that it is the holder of a certain mortgage deed, securing the payment of said promissory note, a copy of which mortgage deed, including the assignment thereof to Plaintiff, is attached hereto, marked Exhibit

"C", and made a part hereof; and, that said mortgage is a valid and first lien upon the premises described in said mortgage deed.

4. Plaintiff says that the conditions of said mortgage deed have been broken, by reason of default in payment and the same has become absolute; that the defendants named in this complaint have or claim to have an interest in the premises described in Exhibit "C"; and, that the identity of John/Jane Doe, Real Name Unknown, the Unknown Spouse, if any, of Maxine Byrdsong, aka, Maxine Brown is unknown and could not be discovered by reasonable diligence.

5. Plaintiff says that pursuant to the covenants and conditions of said mortgage deed it has and/or it may, from time to time during the pendency of this action, advance sums to pay real estate taxes, hazard insurance premiums and property protection and maintenance, which sums so advanced are a good and valid first lien upon the premises described in Exhibit "C". Plaintiff further says that it has performed all of the conditions precedent required to be performed by it.

6. Plaintiff further says that the defendant, The State of Ohio, Department of Taxation, has or claims to have an interest in the premises by virtue of one (1) judgment lien, as evidenced by a copy of the Supplemental Preliminary Judicial Title Report, a copy of which is attached hereto, marked Exhibit "D" and incorporated herein by reference.

WHEREFORE, Plaintiff prays it be awarded judgment against the defendant, Tommy Smith in the sum of \$92,442.92, plus interest at the rate of 3.75% per annum from May 1, 2022, and late charges to which Plaintiff is entitled; 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; that the Plaintiff be found to have a first lien on said premises for this amount so owing, together with its advances made pursuant to the terms of the mortgage for real estate taxes, insurance premiums and property protection and maintenance; that the equity of redemption of all defendants be foreclosed; that upon failure to pay said amount within three (3) days thereafter, said premises be ordered appraised, advertised and sold according to law; that from the proceeds of said sale, the plaintiff be paid the

amount so found due it; and, that Plaintiff be awarded such other and further relief as equity entitles it to receive.

/s/ Eric T. Deighton

Carlisle, McNellie, Rini, Kramer & Ulrich Co., L.P.A.

By: Eric T. Deighton (0071456)

Bradley P. Toman

Attorneys for Plaintiff

24755 Chagrin Blvd., Suite 200

Cleveland, OH 44122-5690

(216) 360-7200 Phone

(216) 360-7210 Facsimile

hamiltonmail@carlisle-law.com

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NOTE

June 19, 2007
[Date]

Cincinnati
[City]

Ohio
[State]

2846 ALMESTER DR
CINCINNATI, OH 45211
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 123,500.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is FIRST FRANKLIN FINANCIAL CORP., AN OP. SUB. OF MLB&T CO., FSB. I will make all payments under this Note in the form of cash, check or money order.

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 called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 9.5500 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

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

I will make my monthly payment on the 1st day of each month beginning on August 01, 2007. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on July 01, 2037, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 150 ALLEGHENY CENTER MALL, PITTSBURGH, PA 15212

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 1,005.23

4. BORROWER'S RIGHT TO PREPAY

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

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

THE PREPAYMENT NOTE ADDENDUM ATTACHED HERETO AND MADE A PART HEREOF AMENDS THE PREPAYMENT PROVISIONS OF THIS NOTE

EMB 15
Initials Initials Initials Initials Initials Initials

MULTISTATE FIXED RATE NOTE—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
ITEM 1640L1 (0011) MFCD3002

(Page 1 of 3 pages)

Form 3200 1/01

GREATLAND

To Order Call: 1-800-530-9393 Fax: 616-791-1131

EXHIBIT A

5. LOAN CHARGES

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

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of Fifteen calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.0000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

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

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

7. GIVING OF NOTICES

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

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

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

9. WAIVERS

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

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in

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this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 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.

Borrower has executed and acknowledges receipt of pages 1 through 3 of this Note.

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

MAXINE BYRDSONG _____ (Seal)
MAXINE BYRDSONG _____ -Borrower _____ (Seal)
_____-Borrower

TOMMY SMITH _____ (Seal)
TOMMY SMITH _____ -Borrower _____ (Seal)
_____-Borrower

Pay to the order of:
First Franklin Financial Corporation
Without Recourse
First Franklin Financial Corp.
an Op. Sub. of MLB&T Co., FSB
By: *Kathryn Kahl*
Kathryn Kahl
Closer

Pay to the Order of *[Sign Original Only]*
Without Recourse
First Franklin Financial Corp.
Kathryn Kahl Closer

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PREPAYMENT NOTE ADDENDUM

This prepayment Note Addendum is made this 19th day of June 2007, and is incorporated into and shall be deemed to amend and supplement the Note of the same date (the "Note") given by the undersigned (the "Borrower") to evidence Borrower's indebtedness to FIRST FRANKLIN FINANCIAL CORP., AN OP. SUB. OF MLB&T CO., FSB (the "Lender"), which indebtedness is secured by a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), of the same date and covering the property described in the Security Instrument and located at:

2846 ALMESTER DR
CINCINNATI, OH 45211

ADDITIONAL COVENANTS. Notwithstanding anything to the contrary set forth in the Note or Security Instrument, Borrower and Lender further covenant and agree as follows:

1. Section 4 of the Fixed Rate Note, is modified to provide for a prepayment charge upon Borrower's full prepayment. A "full prepayment" is the prepayment of all of the unpaid principal due under the Note. A prepayment of only part of the unpaid principal is known as a "partial prepayment."

Borrower can make a partial prepayment at anytime without paying any charge. Borrower may make a full prepayment at anytime subject to a prepayment charge as follows:

If within the first 24 months after the date Borrower executes the Note, Borrower makes a full prepayment (including prepayments occurring as a result of the acceleration of the maturity of the Note), Borrower must, as a condition precedent to a full prepayment, pay a prepayment charge not to exceed:

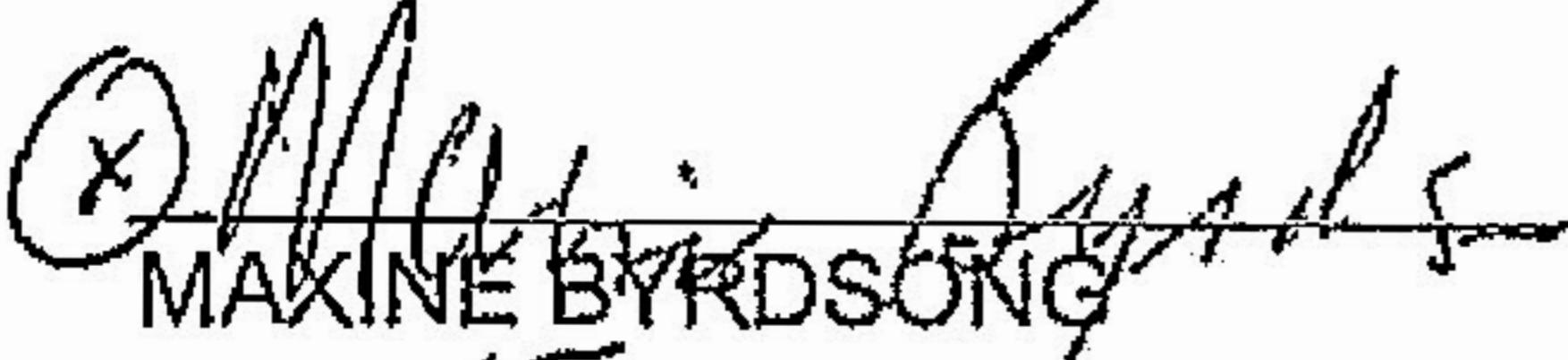
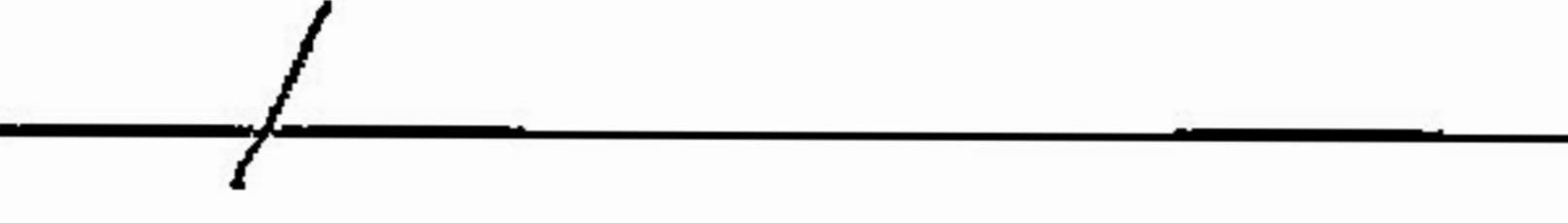
- 2 percent of the unpaid principal balance if the loan is prepaid within the first year.
- 1 percent of the unpaid principal balance if the loan is prepaid within the second year.
- 0 percent of the unpaid principal balance if the loan is prepaid within the third year.
- 0 percent of the unpaid principal balance if the loan is prepaid within the fourth year.
- 0 percent of the unpaid principal balance if the loan is prepaid within the fifth year.

2. All other provisions of the Note are unchanged by this addendum and remain in full force and effect.

NOTICE TO BORROWER

Do not sign this Prepayment Rider before you read it. This Loan agreement provides for the payment of a penalty if you wish to repay the loan prior to the date provided for repayment in the loan agreement.

By signing below, Borrower accepts and agrees to the terms and covenants contained in this Prepayment Note Addendum.

 MAXINE BYRDSONG	(Seal) _____	(Seal) _____
 TOMMY SMITH	(Seal) _____	(Seal) _____
 _____	(Seal) _____	(Seal) _____

Fixed Rate and Balloon Prepayment Note Addendum - 1st Liens - AR, IL, IN, KY, MS & OH

Fixed Rate and Balloon Prepayment Note Addendum - 2nd Liens - AR

FF021210 MFCD6030

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V

BALLOON NOTE ADDENDUM TO FIXED RATE NOTE— FIRST FRANKLIN FINANCIAL CORP.,
(Not to be Used for Texas Homestead Loans Unless Proceeds Used Only for Purchase Money or Refinance of Purchase Money)

Date: June 19, 2007

1. DEBTOR (S): MAXINE BYRDSONG, TOMMY SMITH

Property Address: 2846 ALMESTER DR
CINCINNATI, OH 45211

2. DEFINED TERMS; ADDENDUM A PART OF THE NOTE. "Addendum" means this Balloon Note Addendum to the Fixed Rate Note ("Note") which is attached to, made a part of and amends and supplements the Note dated the same date as this Addendum. The term Lender includes Lender's successors and assigns. In the event there are any conflicts between this Addendum and the Note, the provisions of the Addendum will control. Unless specifically defined in this Addendum, any capitalized terms shall have the same meaning as in the Note.

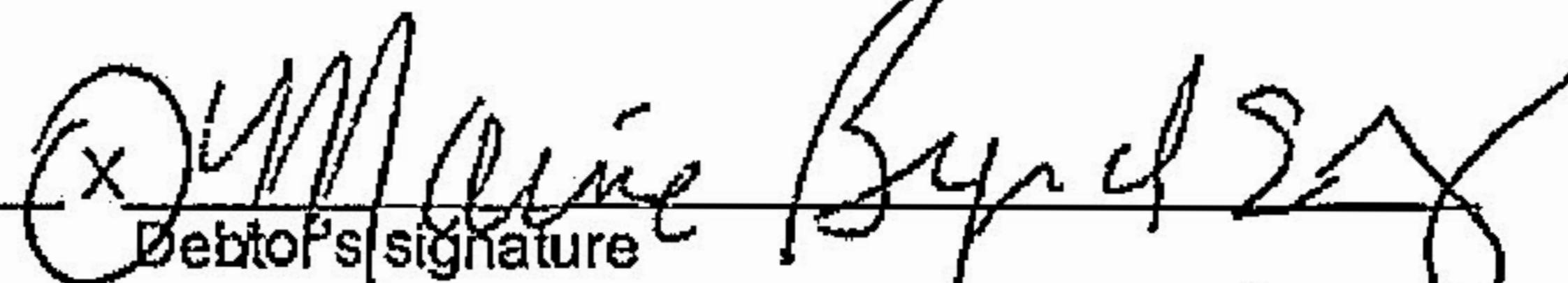
3. BALLOON NOTE. The final payment due on the Maturity Date of the Note is larger than the previous monthly payments. The final payment includes a substantial payment of principal. This Note is commonly called a "balloon note."

4. BALLOON NOTE AGREEMENT. You understand and agree as follows:

THIS LOAN IS PAYABLE IN FULL ON THE MATURITY DATE SET FORTH IN THE NOTE. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN, UNPAID INTEREST AND OTHER SUMS THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

5. SIGNATURES. YOU, INTENDING TO BE LEGALLY BOUND, HAVE READ AND AGREE TO ALL PROVISIONS OF THIS ADDENDUM. CAUTION – DO NOT SIGN THIS ADDENDUM IF IT CONTAINS ANY BLANK SPACES TO BE FILLED IN. IT IS IMPORTANT THAT YOU THOROUGHLY READ IT BEFORE SIGNING. You acknowledge receipt of a completed copy of this Addendum.

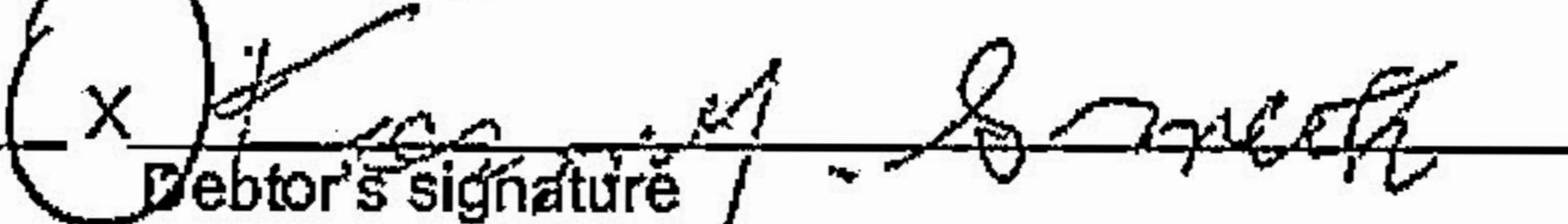
Debtor: MAXINE BYRDSONG
Type or print name of Debtor

X 
Debtor's signature

Debtor: _____
Type or print name of Debtor

X _____
Debtor's signature

Debtor: TOMMY SMITH
Type or print name of Debtor

X 
Debtor's signature

Debtor: _____
Type or print name of Debtor

X _____
Debtor's signature

Debtor: _____
Type or print name of Debtor

X _____
Debtor's signature

Debtor: _____
Type or print name of Debtor

X _____
Debtor's signature

10

Wayne Coates
Hamilton County Recorders Office
Doc #: 12-0083228 Type: MT
Filed: 07/03/12 08:22:36 AM \$92.00
Off.Rec.: 12057 00721 F 10 142

██
b1205700721Fb

Recording Requested By/Return To:
JPMORGAN CHASE BANK, N.A.
CHASE RECORDS CENTER
RE: COLLATERAL TRAILING
DOCUMENTS
PO BOX 8000
MONROE, LA 71203

[Space Above This Line For Recording Data]

HOME AFFORDABLE MODIFICATION AGREEMENT

Borrower ("I"):¹ **MAXINE BYRDSONG UNMARRIED WOMAN**
Lender or Servicer ("Lender"): **JPMORGAN CHASE BANK, N.A.**
The Original Mortgagee of Record: **Mortgage Electronic Registration Systems, Inc. as nominee for FIRST FRANKLIN FINANCIAL CORP., AN OP. SUB. OF MLBANDT CO., FSB**
Date of first lien mortgage, deed of trust, or security deed ("Mortgage") and Note ("Note"): **JUNE 19, 2007**
Loan Number: **24717019**
Property Address ("Property"): **2846 ALMESTER DR, CINCINNATI, OHIO 45211**

LEGAL DESCRIPTION:

SITUATED IN THE CITY OF CINCINNATI, COUNTY OF HAMILTON, AND STATE OF OHIO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: SITUATE IN SECTION 2, TOWN 3, FRACTIONAL RANGE 2, MIAMI PURCHASE, CITY OF CINCINNATI, HAMILTON COUNTY, OHIO, AND BEING PART OF LOT 3, PLAT A.M. WERK ESTATE, CASE NOS. 7837, AND 97887 AS RECORDED IN VOLUME 138, PAGE 347, COMMON PLEAS COURT RECORDS, AND BEING ALL OF LOT NUMBER TWENTY-ONE (21), OF LAFEUILLE PARK SUBDIVISION, SECTION 2, AS THE SAME IS RECORDED IN PLAT BOOK 77, PAGES 21, AND 22 OF LAND RECORDS OF HAMILTON COUNTY, OHIO. SUBJECT TO ANY, AND ALL EASEMENTS, RESTRICTION,

¹ If more than one Borrower or Mortgagor is executing this document, each is referred to as "I." For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.

JPMC MODIFIED MULTISTATE HOME AFFORDABLE MODIFICATION AGREEMENT – Single Family – Fannie Mae/Freddie Mac UNIFORM INSTRUMENT ver. 06_07_2012_11_02_48 Form 3157 3/09 (rev. 10/10)(CHF rev. 03/11)
(page 1 of 10 pages)

EXHIBIT B

12057 721

Loan Number [REDACTED]

CONDITIONS, AND LEGAL HIGHWAYS OF RECORD AND/OR IN EXISTENCE INCLUDING BUT NOT LIMITED TO AN EASEMENT IN DEED BOOK 2841, PAGE 255. BEING THE SAME PROPERTY CONVEYED TO RAYMOND J. LUERS BY VIRTUE OF A DEED RECORDED AT DEED BOOK 6038, PAGE 3783 OF THE HAMILTON COUNTY REAL ESTATE RECORDS. APN: 208-0067-0203-00

REFERENCE NUMBERS OF DOCUMENTS MODIFIED:

RECORDED JUNE 26, 2007 VOLUME 10583 PAGE 2437

Tax Parcel No: 2080067020300

"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 organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, (888) 679-MERS.

If my representations and covenants in Section 1 continue to be true in all material respects, then this Home Affordable Modification Agreement ("Agreement") will, as set forth in Section 3, amend and supplement (1) the Mortgage on the Property, and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Agreement and not defined have the meaning given to them in Loan Documents.

I understand that after I sign and return two copies of this Agreement to the Lender, the Lender will send me a signed copy of this Agreement. This Agreement will not take effect unless the preconditions set forth in Section 2 have been satisfied.

1. My Representations and Covenants. I certify, represent to Lender, covenant and agree:

- A. I am experiencing a financial hardship, and as a result, (i) I am in default under the Loan Documents or my default is imminent, and (ii) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future;
- B. One of the borrowers signing this Agreement lives in the Property as a principal residence, and the Property has not been condemned;
- C. There has been no impermissible change in the ownership of the Property since I signed the Loan Documents. A permissible change would be any transfer that the lender is required by law to allow, such as a transfer to add or remove a family member, spouse or domestic partner of the undersigned in the event of a death, divorce or marriage;
- D. I have provided documentation for all income that I receive (and I understand that I am not required to disclose child support or alimony unless I chose to rely on such income when requesting to qualify for the Home Affordable Modification Program ("Program"));

JPMC MODIFIED MULTISTATE HOME AFFORDABLE MODIFICATION AGREEMENT – Single Family – Fannie Mae/Freddie Mac UNIFORM INSTRUMENT ver. 06 07 2012 11 02 48 Form 3157 3/09 (rev. 10/10)(CHF rev. 03/11)
(page 2 of 10 pages)

12057 722

- E. Under penalty of perjury, all documents and information I have provided to Lender in connection with this Agreement, including the documents and information regarding my eligibility for the Program, are true and correct;
 - F. If Lender requires me to obtain credit counseling in connection with the Program, I will do so; and
 - G. I have made or will make all payments required under a trial period plan.
 - H. If I was discharged in a Chapter 7 bankruptcy proceeding subsequent to the execution of the Loan Documents, Lender agrees that I will not have personal liability on the debt pursuant to this Agreement.
2. **Acknowledgements and Preconditions to Modification.** I understand and acknowledge that:
- A. If prior to the Modification Effective Date as set forth in Section 3 the Lender determines that any of my representations in Section 1 are no longer true and correct or any covenant in Section 1 has not been performed, the Loan Documents will not be modified and this Agreement will terminate. In that event, the Lender will have all of the rights and remedies provided by the Loan Documents; and
 - B. I understand that the Loan Documents will not be modified unless and until (i) the Lender accepts this Agreement by signing and returning a copy of it to me, and (ii) the Modification Effective Date (as defined in Section 3) has occurred. I further understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents if I fail to meet any one of the requirements under this Agreement.
3. **The Modification.** If my representations and covenants in Section 1 continue to be true in all material respects and all preconditions to the modification set forth in Section 2 have been met, the Loan Documents will automatically become modified on **JULY 01, 2012** (the "Modification Effective Date") and all unpaid late charges that remain unpaid will be waived. I understand that if I have failed to make any payments as a precondition to this modification under a trial period plan, this modification will not take effect. The first modified payment will be due on **JULY 01, 2012**.
- A. The Maturity Date will be: **JULY 01, 2037**.
 - B. The modified principal balance of my Note will include all amounts and arrearages that will be past due as of the Modification Effective Date (including unpaid and deferred interest, fees, escrow advances and other costs, but excluding unpaid late charges, collectively, "Unpaid Amounts") less any amounts paid to the Lender but not previously credited to my Loan. The new principal balance of my Note will be **\$126,028.49** (the "New Principal Balance"). I understand that by agreeing to add the Unpaid Amounts to the outstanding principal balance, the added Unpaid Amounts accrue interest based on the interest rate in effect under this Agreement. I also understand that this means interest will now accrue on the unpaid Interest that is added to the outstanding principal balance, which would not happen without this Agreement.

JPMC MODIFIED MULTISTATE HOME AFFORDABLE MODIFICATION AGREEMENT – Single Family – Fannie Mae/Freddie Mac UNIFORM INSTRUMENT ver. 06 07 2012 11 02 48 Form 3157 3/09 (rev. 10/10)(CHF rev. 03/11)
[REDACTED]
(page 3 of 10 pages)

12057 723

Loan Number [REDACTED]

- C. Interest at the rate of **2.000%** will begin to accrue on the New Principal Balance as of **JUNE 01, 2012** and the first new monthly payment on the New Principal Balance will be due on **JULY 01, 2012**. My payment schedule for the modified loan is as follows:

Years	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Estimated Monthly Escrow Payment	Total Monthly Payment*	Payment Begins on	Number of Monthly Payments
1-5	2.000%	06/01/2012	\$399.51	\$205.84	\$605.35	07/01/2012	60
				May adjust periodically	May adjust periodically		
6	3.000%	06/01/2017	\$459.67	May adjust periodically	May adjust periodically	07/01/2017	12
7-25	3.750%	06/01/2018	\$506.62	May adjust periodically	May adjust periodically	07/01/2018	229

Notwithstanding the foregoing schedule, I agree that unless sooner paid, I will have a final balloon payment in the amount of **\$59,638.00** due and payable on the New Maturity Date.

*The escrow payments may be adjusted periodically in accordance with applicable law and therefore my total monthly payment may change accordingly.

The above terms in this Section 3.C. shall supersede any provisions to the contrary in the Loan Documents, including but not limited to, provisions for an adjustable, step, or simple interest rate.

I understand that, if I have a pay option adjustable rate mortgage loan, upon modification, the minimum monthly payment option, the interest-only or any other payment options will no longer be offered and that the monthly payments described in the above payment schedule for my modified Loan will be the minimum payment that will be due each month for the remaining term of the Loan. My modified Loan will not have a negative amortization feature that would allow me to pay less than the interest due resulting in any unpaid interest being added to the outstanding principal balance.

- D. I will be in default if I do not comply with the terms of the Loan Documents, as modified by this Agreement.

JPMC MODIFIED MULTISTATE HOME AFFORDABLE MODIFICATION AGREEMENT – Single Family – Fannie Mae/Freddie Mac UNIFORM INSTRUMENT ver. 06 07 2012 11 02 48 Form 3157 3/09 (rev. 10/10)(CHF rev. 03/11)
[REDACTED]
(page 4 of 10 pages)

12057 724

Loan Number [REDACTED]

- E. If a default rate of interest is permitted under the Loan Documents, then in the event of default under the Loan Documents, as amended, the interest that will be due will be the rate set forth in Section 3.C.
- 4. **Additional Agreements.** I agree to the following:
 - A. That all persons who signed the Loan Documents or their authorized representative(s) have signed this Agreement, unless (i) a borrower or co-borrower is deceased; (ii) the borrower and co-borrower are divorced and the property has been transferred to one spouse in the divorce decree, the spouse who no longer has an interest in the property need not sign this Agreement (although the non-signing spouse may continue to be held liable for the obligation under the Loan Documents); or (iii) the Lender has waived this requirement in writing.
 - B. That this Agreement shall supersede the terms of any modification, forbearance, trial period plan or other workout plan that I previously entered into with Lender.
 - C. To comply, except to the extent that they are modified by this Agreement, with all covenants, agreements, and requirements of Loan Documents including my agreement to make all payments of taxes, insurance premiums, assessments, Escrow Items, impounds, and all other payments, the amount of which may change periodically over the term of my Loan.
 - D. Intentionally Deleted.
 - E. That the Loan Documents as modified by this Agreement are duly valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed.
 - F. That all terms and provisions of the Loan Documents, except as expressly modified by this Agreement, remain in full force and effect; nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents; and that except as otherwise specifically provided in, and as expressly modified by, this Agreement, the Lender and I will be bound by, and will comply with, all of the terms and conditions of the Loan Documents.
 - G. That, as of the Modification Effective Date, notwithstanding any other provision of the Loan Documents, if all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Mortgage. Lender shall not exercise this option if state or federal law, rules or regulations prohibit the exercise of such option as of the date of such sale or transfer. If Lender exercises this option, Lender shall give me 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 I must pay all sums secured by the Mortgage. If I fail to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Mortgage without further notice or demand on me.

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(page 5 of 10 pages)

12057 725

- H. That, as of the Modification Effective Date, I understand that the Lender will only allow the transfer and assumption of the Loan, including this Agreement, to a transferee of my property as permitted under the Garn St. Germain Act, 12 U.S.C. Section 1701j-3. A buyer or transferee of the Property will not be permitted, under any other circumstance, to assume the Loan. Except as noted herein, this Agreement may not be assigned to, or assumed by, a buyer or transferee of the Property.
- I. That, as of the Modification Effective Date, if any provision in the Note or in any addendum or amendment to the Note allowed for the assessment of a penalty for full or partial prepayment of the Note, such provision is null and void.
- J. That, I will cooperate fully with Lender in obtaining any title endorsement(s), or similar title insurance product(s), and/or subordination agreement(s) that are necessary or required by the Lender's procedures to ensure that the modified mortgage Loan is in first lien position and/or is fully enforceable upon modification and that if, under any circumstance and notwithstanding anything else to the contrary in this Agreement, the Lender does not receive such title endorsement(s), title insurance product(s) and/or subordination agreement(s), then the terms of this Agreement will not become effective on the Modification Effective Date and the Agreement will be null and void.
- K. That I will execute such other documents as may be reasonably necessary to either (i) consummate the terms and conditions of this Agreement; or (ii) correct the terms and conditions of this Agreement if an error is detected after execution of this Agreement. I understand that either a corrected Agreement or a letter agreement containing the correction will be provided to me for my signature. At Lender's option, this Agreement will be void and of no legal effect upon notice of such error. If I elect not to sign any such corrective document, the terms of the original Loan Documents shall continue in full force and effect, such terms will not be modified by this Agreement, and I will not be eligible for a modification under the Home Affordable Modification Program.
- L. Mortgage Electronic Registration Systems, Inc. ("MERS") is a separate corporation organized and existing under the laws of Delaware and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, (888) 679-MERS. In cases where the loan has been registered with MERS who has only legal title to the interests granted by the borrower in the mortgage and who is acting solely as nominee for Lender and Lender's successors and assigns, MERS 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 the mortgage loan.
- M. That Lender will collect and record personal information, including, but not limited to, my name, address, telephone number, social security number, credit score, income, payment history, government monitoring information, and information about account balances and activity. In addition, I understand and consent to the disclosure of my personal information and the terms of the trial period plan and this Agreement by Lender to (i) the U.S. Department of the Treasury, (ii) Fannie Mae and Freddie Mac in connection with their

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(page 6 of 10 pages)

12057 726

Loan Number [REDACTED]

responsibilities under the Home Affordability and Stability Plan; (iii) any investor, insurer, guarantor or servicer that owns, insures, guarantees or services my first lien or subordinate lien (if applicable) mortgage loan(s); (iv) companies that perform support services for the Home Affordable Modification Program and the Second Lien Modification Program; and (v) any HUD certified housing counselor.

- N. That if any document related to the Loan Documents and/or this Agreement is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the Loan as modified, or is otherwise missing, I will comply with the Lender's request to execute, acknowledge, initial and deliver to the Lender any documentation the Lender deems necessary. If the Note is replaced, the Lender hereby indemnifies me against any loss associated with a demand on the Note. All documents the Lender requests of me under this Section 4.N. shall be referred to as "Documents." I agree to deliver the Documents within ten (10) days after I receive the Lender's written request for such replacement.
- O. That the mortgage insurance premiums on my Loan, if applicable, may increase as a result of the capitalization which will result in a higher total monthly payment. Furthermore, the date on which I may request cancellation of mortgage insurance may change as a result of the New Principal Balance.
- P. If my Loan Documents govern a home equity loan or line of credit, then I agree that as of the Modification Effective Date, I am terminating my right to borrow new funds under my home equity loan or line of credit. This means that I cannot obtain additional advances, and must make payments according to this Agreement. (Lender may have previously terminated or suspended my right to obtain additional advances under my home equity loan or line of credit, and if so, I confirm and acknowledge that no additional advances may be obtained.)

(SIGNATURES CONTINUE ON FOLLOWING PAGES)

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[REDACTED] (page 7 of 10 pages)

12057 727

Loan Number [REDACTED]

TO BE SIGNED BY BORROWER ONLY

**BORROWER SIGNATURE PAGE TO HOME AFFORDABLE MODIFICATION AGREEMENT BETWEEN
JPMORGAN CHASE BANK, N.A.**

The Original Mortgagee of Record: Mortgage Electronic Registration Systems, Inc. as nominee for FIRST FRANKLIN FINANCIAL CORP., AN OP. SUB. OF MLBANDT CO., FSB And MAXINE BYRDSONG UNMARRIED WOMAN, LOAN NUMBER 24717019 WITH A MODIFICATION EFFECTIVE DATE OF July 01, 2012

In Witness Whereof, the Borrower(s) have executed this agreement.

Maxine Byrdsong
Borrower - MAXINE BYRDSONG

Date: 06/14/2012

State of **OHIO**
County of Hamilton

The foregoing instrument was acknowledged before me this 14 day of
June, 2012 by **MAXINE BYRDSONG**.




(Signature of person taking acknowledgment)

Notary Public
(Title or rank)

N/A
(Serial number, if any)

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[REDACTED]
(page 8 of 10 pages)

12057 728

Loan Number [REDACTED]

TO BE SIGNED BY LENDER ONLY

**LENDER SIGNATURE PAGE TO HOME AFFORDABLE MODIFICATION AGREEMENT BETWEEN
JPMORGAN CHASE BANK, N.A.**

The Original Mortgagee of Record: Mortgage Electronic Registration Systems, Inc. as nominee for FIRST FRANKLIN FINANCIAL CORP., AN OP. SUB. OF MLBANDT CO., FSB And MAXINE BYRDSONG UNMARRIED WOMAN, LOAN NUMBER 24717019 WITH A MODIFICATION EFFECTIVE DATE OF July 01, 2012

In Witness Whereof, the Lender has executed this Agreement.

Lender

JPMORGAN CHASE BANK, N.A.

By: Tonya Hawkins

Date: 01/21/2012

Tonya Hawkins

Vice President

Mortgage Electronic Registration Systems, Inc.

By: Taccara Roberts

Date: 01.21.12

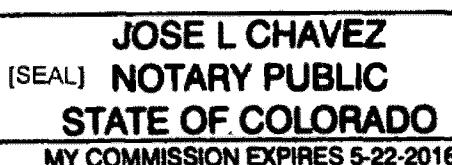
Taccara Roberts

Assistant Secretary

State of COLORADO

County of DENVER

The foregoing instrument was acknowledged before me this 21st day of June, 2012 by TONYA HAWKINS, Vice President of JPMORGAN CHASE BANK, N.A., a national banking association.



(serial number, if any)

My Commission expires: 5-22-2016

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[REDACTED] (page 9 of 10 pages)

12057 729

Loan Number [REDACTED]

State of COLORADO
County of DENVER

The foregoing instrument was acknowledged before me this 21st day of June,
2012 by TACCARA Roberts the Assistant
Secretary of Mortgage Electronic Registrations Systems, Inc.

[SEAL]

Jose L Chavez
(signature of person taking acknowledgment)

Notary
(title or rank)

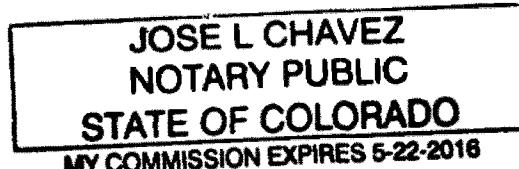
(serial number, if any)

My Commission expires: 5-22-2016

This instrument was prepared by:

Geraldine Cooks
Vice President

JPMORGAN CHASE BANK, N.A.
3415 VISION DRIVE
COLUMBUS, OHIO 43219-6009



JPMC MODIFIED MULTISTATE HOME AFFORDABLE MODIFICATION AGREEMENT – Single Family – Fannie Mae/Freddie Mac UNIFORM INSTRUMENT ver. 06 07 2012 11 02 48 Form 3157 3/09 (rev. 10/10)(CHF rev. 03/11)
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12057 730

After Recording Return To:

FIRST FRANKLIN FINANCIAL CORP.
c/o SECURITY CONNECTIONS
595 UNIVERSITY BLVD., DEPT. 2150
IDAHO FALLS, ID 83401

DLTANS
100 Merchant St. Ste 160
Cincinnati, Ohio 45244

Rebecca Prem Groppe
Hamilton County Recorders Office
Doc #: 07-0092776 Type: MT
Filed: 06/26/07 02:52:21 PM \$140.00
Off.Rec.: 10583 02437 F W51 16 549

b1058302437fb

[Space Above This Line For Recording Data]

MORTGAGE

MIN: [REDACTED]

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated June 19, 2007 , together with all Riders to this document.

(B) "Borrower" is MAXINE BYRDSONG, AN UNMARRIED WOMAN and TOMMY SMITH, AN UNMARRIED MAN

Borrower is the mortgagor under this Security Instrument.

(C) "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 P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is FIRST FRANKLIN FINANCIAL CORP., AN OP. SUB. OF MLB&T CO., FSB
Lender is a Corporation organized and existing under
the laws of Delaware . Lender's address is
2150 NORTH FIRST STREET, SAN JOSE, California 95131

(E) "Note" means the promissory note signed by Borrower and dated June 19, 2007 . The Note states that Borrower owes Lender One Hundred Twenty Three Thousand Five Hundred and no/100 Dollars (U.S. \$123,500.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than July 01, 2037

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

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ITEM 9723L1 (0201)—MERS MFOH3115

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W.B.

EXHIBIT C

TS

10583 2437

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|---|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input checked="" type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input checked="" type="checkbox"/> Other(s) [specify] Prepay Rider |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Biweekly Payment Rider | |

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

10583 2438

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 Note; and (ii) 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 the

COUNTY
[Type of Recording Jurisdiction]

of

HAMILTON
[Name of Recording Jurisdiction]

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

which currently has the address of

2846 ALMESTER DR
[Street]

CINCINNATI
[City]

, Ohio

45211
[Zip Code]

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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

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

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

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or

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ITEM 9723L3 (0201)—MERS MFOH3115

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partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest

or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

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, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; 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 can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if

the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although

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Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has—if any—with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous

Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to 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 any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer'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 can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

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Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes 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; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. 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 (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) 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, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the 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 Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. 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.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

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

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 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.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security

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

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). 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, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. 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 foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, costs of title evidence.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall discharge this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Certain Other Advances. In addition to any other sum secured hereby, this Security Instrument shall also secure the unpaid principal balance of, plus accrued interest on, any amount of money loaned, advanced or paid by Lender to or for the account and benefit of Borrower, after this Security Instrument is delivered to and filed with the Recorder's Office, HAMILTON County, Ohio, for recording. Lender may make such advances in order to pay any real estate taxes and assessments, insurance premiums plus all other costs and expenses incurred in connection with the operation, protection or preservation of the Property, including to cure Borrower's defaults by making any such payments which Borrower should have paid as provided in this Security Instrument, it being intended by this Section 24 to acknowledge, affirm and comply with the provision of § 5301.233 of the Revised Code of Ohio.

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 12 of this Security Instrument and in any Rider executed by Borrower and recorded with it.

Executed this 19 day of

June, 2007

Maxine Byrdsong

(Seal)

-Borrower

(Seal)

-Borrower

(X) Tommy Smith

(Seal)

-Borrower

(Seal)

-Borrower

State of Ohio
County of Hamilton

The foregoing instrument was acknowledged before me this
MAXINE BYRDSONG, TOMMY SMITH

19, June 2007

(date) by

(name of person(s) acknowledged).

My commission expires:



CHARLIE GILLESPIE
Notary Public, State of Ohio
My Commission Expires
August 2, 2009

This instrument was prepared by:

KATHRYN KAHL
[Name]

10583 2448

OHIO—Single Family—Fannie Mac/Freddie Mac UNIFORM INSTRUMENT

ITEM 9723L12 (0201)—MERS MFOH3115

(Page 12 of 12 pages)

PREPAYMENT RIDER

This Prepayment Rider is made this 19th day of June 2007, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or the Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note (the "Note") to FIRST FRANKLIN FINANCIAL CORP., AN OP. SUB. OF MLB&T CO., FSB ("the Lender") of the same date and covering the property described in the Security Instrument and located at:
2846 ALMESTER DR
CINCINNATI, OH 45211

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security instrument, Borrower and Lender further covenant and agree as follows:

Borrower can make a partial prepayment at anytime without paying any charge. Borrower may make a full prepayment at anytime subject to a prepayment charge as follows:

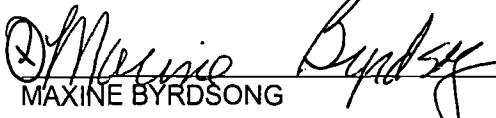
If within the first 24 months after the date Borrower executes the Note, Borrower makes a full prepayment (including prepayments occurring as a result of the acceleration of the maturity of the Note), Borrower must, as a condition precedent to a full prepayment, pay a prepayment charge not to exceed:

- 2 percent of the unpaid principal balance if the loan is prepaid within the first year.
- 1 percent of the unpaid principal balance if the loan is prepaid within the second year.
- 0 percent of the unpaid principal balance if the loan is prepaid within the third year.
- 0 percent of the unpaid principal balance if the loan is prepaid within the fourth year.
- 0 percent of the unpaid principal balance if the loan is prepaid within the fifth year.

NOTICE TO BORROWER

Do not sign this Prepayment Rider before you read it. This Loan agreement provides for the payment of a penalty if you wish to repay the loan prior to the date provided for repayment in the loan agreement.

By signing below, Borrower accepts and agrees to the terms and covenants contained in this Prepayment Rider.

 (Seal) _____ (Seal)
MAXINE BYRDSONG -Borrower _____ -Borrower

 (Seal) _____ (Seal)
TOMMY SMITH -Borrower _____ -Borrower

_____ (Seal) _____ (Seal)
-Borrower _____ -Borrower

Adjustable Rate Prepayment Rider - 1st Liens - AR, IL, IN, KY, MI, MS & OH
Fixed Rate and Balloon Prepayment Rider - 1st Liens - AR, IL, IN, KY, MS & OH
Fixed Rate and Balloon Prepayment Rider - 2nd Liens - AR

MFCD6035
FF008710

10583 2449

BALLOON RIDER TO MORTGAGE, DEED OF TRUST OR SECURITY DEED
FIRST FRANKLIN FINANCIAL CORP.,
(Fixed Rate Loans)

**(Not to be Used for Texas Homestead Loans Unless Proceeds Used Only for Purchase Money or Refinance of
Purchase Money)**

Date: June 19, 2007

1. BORROWER(S): MAXINE BYRDSONG, TOMMY SMITH

**Property Address: 2846 ALMESTER DR
CINCINNATI, OH 45211**

2. DEFINED TERMS; RIDER A PART OF THE SECURITY INSTRUMENT. "Rider" means this Balloon Rider to Mortgage, Deed of Trust or Security Deed which is attached to, made a part of and amends and supplements the Mortgage, Deed of Trust or Security Deed ("Security Instrument") which Borrower(s) gave to FIRST FRANKLIN FINANCIAL CORP., AN OP. SUB. OF MLB&T CO., FSB ("the Lender") and which is dated the same date as this Rider. The Security Instrument secures the Borrower(s) Note as amended and supplemented by addenda, including the Balloon Note Addendum ("Note") and covers the property described therein located at the address set forth above. The term "the Lender" includes Lender's successors and assigns. In the event there are any conflicts between this Rider and the Security Instrument or the Note, the provisions of the Rider will control.

3. BALLOON NOTE. The final payment due on the Maturity Date of the Note is larger than the previous monthly payments. The final payment includes a substantial payment of principal. The Note is commonly called a "balloon note."

4. BALLOON NOTE AGREEMENT. Borrower(s) understand and agree as follows:

THIS LOAN IS PAYABLE IN FULL ON THE MATURITY DATE SET FORTH IN THE NOTE AND SECURITY INSTRUMENT. THE BORROWER MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN, UNPAID INTEREST AND OTHER SUMS THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. THE BORROWER WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT THE BORROWER MAY OWN, OR THE BORROWER WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER THE BORROWER HAS THIS LOAN WITH, WILLING TO LEND THE BORROWER THE MONEY. IF THE BORROWER REFINANCES THIS LOAN AT MATURITY, THE BORROWER MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF THE BORROWER OBTAINS REFINANCING FROM THE SAME LENDER.

5. SIGNATURES. BORROWER HAS READ AND AGREES TO ALL PROVISIONS OF THIS RIDER.

10583 2450

TG

MFCD6215
FF0388L1

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 and 2 of this Balloon Rider.

MAXINE BYRDSONG
Type or print name


Signature

Type or print name

X

Signature

TOMMY SMITH
Type or print name


Signature

Type or print name

X

Signature

Type or print name

X

Signature

Type or print name

X

Signature

10583 2451

MFCD6215
FF0388L2



File No.: [REDACTED]

EXHIBIT A

Situated in the City of Cincinnati, County of Hamilton, and State of Ohio, and more particularly described as follows:

Situate in Section 2, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, Ohio, and being part of Lot 3, Plat A, M Werk Estate, Case Nos. 7837 and 97887 as recorded in Volume 138, Page 347, Common Pleas Court Records, and being all of Lot Number Twenty One (21) of LaFeuille Park Subdivision, Section 2, as the same is recorded in Plat book 77, Pages 21 and 22 of Land Records of Hamilton County, Ohio.

Subject to any and all easements, restrictions, conditions, and legal highways of record and / or in existence including but not limited to an easement in Deed Book 2841, Page 225.

Property more commonly known as:

2846 Almester Drive
Cincinnati, Ohio 45211

Parcel Number:
208-67-203

10583 2452

Norbert A Nadel
Hamilton County Recorder's Office
Doc #: 2018-0084090 Type: AM
Filed: 09/20/18 04:04:50 PM \$36.00
Off. Rec.: 13757 02924 F 3 518



Prepared By and Return To:
Kathleen Collins
Collateral Department
Meridian Asset Services, LLC
3201 34th Street South, Suite 310
St. Petersburg, FL 33711
(727) 497-4650

Space above for Recorder's use _____

ASSIGNMENT OF MORTGAGE

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR FIRST FRANKLIN FINANCIAL CORP., AN OP. SUB. OF MLB&T CO., FSB, ITS SUCCESSORS AND ASSIGNS**, whose address is P.O. BOX 2026, FLINT, MI 48501-2026, (ASSIGNOR), does hereby grant, assign and transfer to **BAYVIEW LOAN SERVICING, LLC**, whose address is **4425 PONCE DE LEON BLVD., 5TH FLOOR, CORAL GABLES, FL 33146**, (ASSIGNEE), its successors, transferees and assigns forever, all beneficial interest under that certain mortgage, together with the certain note(s) described therein with all interest, all liens, and any rights due or to become due thereon.

Date of Mortgage: 6/19/2007

Original Loan Amount: \$123,500.00

Executed by (Borrower(s)): **MAXINE BYRDSONG & TOMMY SMITH**

Original Lender: **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR FIRST FRANKLIN FINANCIAL CORP., AN OP. SUB. OF MLB&T CO., FSB, ITS SUCCESSORS AND ASSIGNS**

Filed of Record: In Book/Liber/Volume 10583, Page 02437,

Document/Instrument No: 07-0092776 in the Recording District of HAMILTON, OH, Recorded on 6/26/2007.

Legal Description: SEE EXHIBIT "A" ATTACHED

Property more commonly described as: **2846 ALMESTER DR, CINCINNATI, OHIO 45211**

MIN#

MERS PH# 1-888-679-MERS

IN WITNESS WHEREOF, the undersigned by its duly elected officers and pursuant to proper authority of its board of directors has duly executed, sealed, acknowledged and delivered this assignment.

Date: 08/20/2018

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR FIRST FRANKLIN FINANCIAL CORP., AN OP. SUB. OF MLB&T CO., FSB, ITS SUCCESSORS AND ASSIGNS

By: ESLOAN SOTOLONGO
Title: ASSISTANT VICE PRESIDENT

Witness Name: Isabel Molina

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT

State of **FLORIDA**
County of **MIAMI-DADE**

On 08/20/2018, before me, **ROGELIO A. PORTAL**, a Notary Public, personally appeared **ESLOAN SOTOLONGO, ASSISTANT VICE PRESIDENT** of/bor **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR FIRST FRANKLIN FINANCIAL CORP., AN OP. SUB. OF MLB&T CO., FSB, ITS SUCCESSORS AND ASSIGNS**, personally known to me, or who proved to me on the basis of satisfactory evidence 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(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of **FLORIDA** that the foregoing paragraph is true and correct. I further certify **ESLOAN SOTOLONGO**, signed, sealed, attested and delivered this document as a voluntary act in my presence.

Witness my hand and official seal.

(Notary Name): **ROGELIO A. PORTAL**
My commission expires: **08/25/2020**

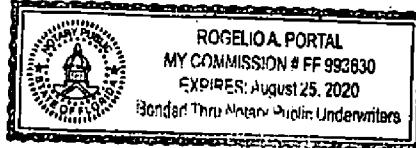


EXHIBIT "A"

Situated in the City of Cincinnati, County of Hamilton, and State of Ohio, and more particularly described as follows:

Situate in Section 2, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, Ohio, and being part of Lot 3, Plat A, M Werk Estate, Case Nos. 7837 and 97887 as recorded in Volume 138, Page 347, Common Pleas Court Records, and being all of Lot Number Twenty One (21) of LaFeuille Park Subdivision, Section 2, as the same is recorded in Plat book 77, Pages 21 and 22 of Land Records of Hamilton County, Ohio.

Subject to any and all easements, restrictions, conditions, and legal highways of record and / or in existence including but not limited to an easement in Deed Book 2841, Page 225.

Property more commonly known as:

2846 Almester Drive
Cincinnati, Ohio 45211

Parcel Number:
208-67-203



Norbert A Nadel
Hamilton County Recorder's Office
Doc #: 2018-0084091 Type: AM
Filed: 09/20/18 04:04:50 PM \$36.00
Off. Rec.: 13757 02927 F 3 519



Prepared By and Return To:
Kathleen Collins
Collateral Department
Meridian Asset Services, LLC
3201 34th Street South, Suite 310
St. Petersburg, FL 33711
(727) 497-4650

[REDACTED] Space above for Recorder's use [REDACTED]

ASSIGNMENT OF MORTGAGE

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, **BAYVIEW LOAN SERVICING, LLC**, whose address is **4425 PONCE DE LEON BLVD., 5TH FLOOR, CORAL GABLES, FL 33146**, (ASSIGNOR), does hereby grant, assign and transfer to **BAYVIEW DISPOSITIONS IIIB, LLC**, whose address is **4425 PONCE DE LEON BLVD., 5TH FLOOR, CORAL GABLES, FL 33146**, (ASSIGNEE), its successors, transferees and assigns forever, all beneficial interest under that certain mortgage, together with the certain note(s) described therein with all interest, all liens, and any rights due or to become due thereon.

Date of Mortgage: **6/19/2007**

Original Loan Amount: **\$123,500.00**

Executed by (Borrower(s)): **MAXINE BYRDSONG & TOMMY SMITH**

Original Lender: **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR FIRST FRANKLIN FINANCIAL CORP., AN OP. SUB. OF MLB&T CO., FSB, ITS SUCCESSORS AND ASSIGNS**

Filed of Record: In Book/Liber/Volume **10583**, Page **02437**,

Document/Instrument No: **07-0092776** in the Recording District of **HAMILTON, OH**, Recorded on **6/26/2007**.

Legal Description: SEE EXHIBIT "A" ATTACHED

Property more commonly described as: **2846 ALMESTER DR, CINCINNATI, OHIO 45211**

IN WITNESS WHEREOF, the undersigned by its duly elected officers and pursuant to proper authority of its board of directors has duly executed, sealed, acknowledged and delivered this assignment.

Date: 08/20/2018

BAYVIEW LOAN SERVICING, LLC

By: ESLOAN SOTOLONGO
Title: ASSISTANT VICE PRESIDENT

Witness Name: Isabel Molina

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT

State of **FLORIDA**
County of **MIAMI-DADE**

On 08/20/2018, before me, ROGELIO A. PORTAL, a Notary Public, personally appeared ESLOAN SOTOLONGO, ASSISTANT VICE PRESIDENT of/for BAYVIEW LOAN SERVICING, LLC, personally known to me, or who proved to me on the basis of satisfactory evidence 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(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of FLORIDA that the foregoing paragraph is true and correct. I further certify ESLOAN SOTOLONGO, signed, sealed, attested and delivered this document as a voluntary act in my presence.

Witness my hand and official seal.

(Notary Name): ROGELIO A. PORTAL
My commission expires: 08/25/2020

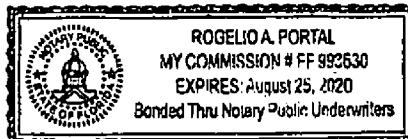


EXHIBIT "A"

Situated in the City of Cincinnati, County of Hamilton, and State of Ohio, and more particularly described as follows:

Situate in Section 2, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, Ohio, and being part of Lot 3, Plat A, M Werk Estate, Case Nos. 7837 and 97887 as recorded in Volume 138, Page 347, Common Pleas Court Records, and being all of Lot Number Twenty One (21) of LaFeuille Park Subdivision, Section 2, as the same is recorded in Plat book 77, Pages 21 and 22 of Land Records of Hamilton County, Ohio.

Subject to any and all easements, restrictions, conditions, and legal highways of record and / or in existence including but not limited to an easement in Deed Book 2841, Page 225.

Property more commonly known as:

2846 Almester Drive
Cincinnati, Ohio 45211

Parcel Number:
208-67-203



Norbert A Nadel
Hamilton County Recorder's Office
Doc #: 2018-0084092 Type: AM
Filed: 09/20/18 04:04:50 PM \$36.00
Off. Rec.: 13757 02930 F 3 520



Prepared By and Return To:
Kathleen Collins
Collateral Department
Meridian Asset Services, LLC
3201 34th Street South, Suite 310
St. Petersburg, FL 33711
(727) 497-4650

Space above for Recorder's use _____

ASSIGNMENT OF MORTGAGE

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, **BAYVIEW DISPOSITIONS IIIB, LLC**, whose address is **4425 PONCE DE LEON BLVD., 5TH FLOOR, CORAL GABLES, FL 33146**, (ASSIGNOR), does hereby grant, assign and transfer to **CITIBANK, N.A., AS TRUSTEE FOR CMLTI ASSET TRUST**, whose address is **388 GREENWICH STREET, 14TH FLOOR, NEW YORK, NY 10013**, (ASSIGNEE), its successors, transferees and assigns forever, all beneficial interest under that certain mortgage, together with the certain note(s) described therein with all interest, all liens, and any rights due or to become due thereon.

Date of Mortgage: **6/19/2007**

Original Loan Amount: **\$123,500.00**

Executed by (Borrower(s)): **MAXINE BYRDSONG & TOMMY SMITH**

Original Lender: **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR FIRST FRANKLIN FINANCIAL CORP., AN OP. SUB. OF MLB&T CO., FSB, ITS SUCCESSORS AND ASSIGNS**

Filed of Record: In Book/Liber/Volume **10583**, Page **02437**,

Document/Instrument No: **07-0092776** in the Recording District of **HAMILTON, OH**, Recorded on **6/26/2007**.

Legal Description: **SEE EXHIBIT "A" ATTACHED**

Property more commonly described as: **2846 ALMESTER DR, CINCINNATI, OHIO 45211**

IN WITNESS WHEREOF, the undersigned by its duly elected officers and pursuant to proper authority of its board of directors has duly executed, sealed, acknowledged and delivered this assignment.

Date: 08/20/2018

BAYVIEW DISPOSITIONS IIIB, LLC

By: **ESLOAN SOTOLONGO**
Title: **ASSISTANT VICE PRESIDENT**

Witness Name: **Isabel Molina**

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT

State of **FLORIDA**
County of **MIAMI-DADE**

On 08/20/2018, before me, **ROGELIO A. PORTAL**, a Notary Public, personally appeared **ESLOAN SOTOLONGO, ASSISTANT VICE PRESIDENT** of/bor **BAYVIEW DISPOSITIONS IIIB, LLC**, personally known to me, or who proved to me on the basis of satisfactory evidence 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(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of **FLORIDA** that the foregoing paragraph is true and correct. I further certify **ESLOAN SOTOLONGO**, signed, sealed, attested and delivered this document as a voluntary act in my presence.

Witness my hand and official seal.

(Notary Name): **ROGELIO A. PORTAL**
My commission expires: **08/25/2020**

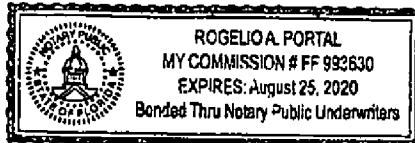


EXHIBIT "A"

Situated in the City of Cincinnati, County of Hamilton, and State of Ohio, and more particularly described as follows:

Situate in Section 2, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, Ohio, and being part of Lot 3, Plat A, M Werk Estate, Case Nos. 7837 and 97887 as recorded in Volume 138, Page 347, Common Pleas Court Records, and being all of Lot Number Twenty One (21) of LaFeuille Park Subdivision, Section 2, as the same is recorded in Plat book 77, Pages 21 and 22 of Land Records of Hamilton County, Ohio.

Subject to any and all easements, restrictions, conditions, and legal highways of record and / or in existence including but not limited to an easement in Deed Book 2841, Page 225.

Property more commonly known as:
2846 Almester Drive
Cincinnati, Ohio 45211

Parcel Number:
208-67-203



Norbert A Nadel
Hamilton County Recorder's Office
Doc #: 2018-0084093 Type: AM
Filed: 09/20/18 04:04:50 PM \$36.00
Off. Rec.: 13757 02933 F 3 521



Prepared By and Return To:
Kathleen Collins
Collateral Department
Meridian Asset Services, LLC
3201 34th Street South, Suite 310
St. Petersburg, FL 33711
(727) 497-4650

Space above for Recorder's use

ASSIGNMENT OF MORTGAGE

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, CITIBANK, N.A., AS TRUSTEE FOR CMLTI ASSET TRUST, whose address is 388 GREENWICH STREET, 14TH FLOOR, NEW YORK, NY 10013, (ASSIGNOR), does hereby grant, assign and transfer to CITIGROUP MORTGAGE LOAN TRUST 2017-RP1, whose address is 500 DELAWARE AVENUE, 11TH FLOOR, WILMINGTON, DE 19801, (ASSIGNEE), its successors, transferees and assigns forever, all beneficial interest under that certain mortgage, together with the certain note(s) described therein with all interest, all liens, and any rights due or to become due thereon.

Date of Mortgage: 6/19/2007

Original Loan Amount: \$123,500.00

Executed by (Borrower(s)): MAXINE BYRDSONG & TOMMY SMITH

Original Lender: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR FIRST FRANKLIN FINANCIAL CORP., AN OP. SUB. OF MLB&T CO., FSB, ITS SUCCESSORS AND ASSIGNS

Filed of Record: In Book/Liber/Volume 10583, Page 02437,

Document/Instrument No: 07-0092776 in the Recording District of HAMILTON, OH, Recorded on 6/26/2007.

Legal Description: SEE EXHIBIT "A" ATTACHED

Property more commonly described as: 2846 ALMESTER DR, CINCINNATI, OHIO 45211

IN WITNESS WHEREOF, the undersigned by its duly elected officers and pursuant to proper authority of its board of directors has duly executed, sealed, acknowledged and delivered this assignment.

Date: 9-6-18

**CITIBANK, N.A., AS TRUSTEE FOR CMLTI ASSET TRUST, BY MERIDIAN ASSET SERVICES, LLC,
ITS ATTORNEY-IN-FACT**

By: STEVEN JANICEK
Title: VICE PRESIDENT

POA BATCH # 10693
POA WAS RECORDED IN HAMILTON COUNTY, OH
ON 3/30/2018 INST # 18-0026444/BK: 13636 /PG: 01973

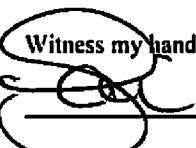


Witness Name: ADLY SAWIRES

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT

State of **FLORIDA**
County of **PINELLAS**

On 9-6-18, before me, JAMIE OLGIA, a Notary Public, personally appeared STEVEN JANICEK, VICE PRESIDENT of/for MERIDIAN ASSET SERVICES, LLC, AS ATTORNEY-IN-FACT FOR CITIBANK, N.A., AS TRUSTEE FOR CMLTI ASSET TRUST, personally known to me, or who proved to me on the basis of satisfactory evidence 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(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of **FLORIDA** that the foregoing paragraph is true and correct. I further certify STEVEN JANICEK, signed, sealed, attested and delivered this document as a voluntary act in my presence.

Witness my hand and official seal.


 (Notary Name): JAMIE OLGIA
 My commission expires: 04/12/2020

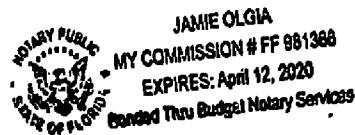


EXHIBIT "A"

Situated in the City of Cincinnati, County of Hamilton, and State of Ohio, and more particularly described as follows:

Situate in Section 2, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, Ohio, and being part of Lot 3, Plat A, M Werk Estate, Case Nos. 7837 and 97887 as recorded in Volume 138, Page 347, Common Pleas Court Records, and being all of Lot Number Twenty One (21) of LaFeuille Park Subdivision, Section 2, as the same is recorded in Plat book 77, Pages 21 and 22 of Land Records of Hamilton County, Ohio.

Subject to any and all easements, restrictions, conditions, and legal highways of record and / or in existence including but not limited to an easement in Deed Book 2841, Page 225.

**Property more commonly known as:
2846 Almester Drive
Cincinnati, Ohio 45211**

**Parcel Number:
208-67-203**

2613908 BAY0005 7005124

Scott Crowley
 Hamilton County Recorder's Office
 Doc #: 2023-0028566 Type: AM
 Filed: 04/28/23 01:28:12 PM \$38.00
 Off. Rec.: 14905 01070 F 2 201

**OHIO**

COUNTY OF HAMILTON (A)

LOAN NO.: [REDACTED]

PARCEL No. 208-67-203

PREPARED BY: FIRST AMERICAN MORTGAGE SOLUTIONS

WHEN RECORDED MAIL TO: FIRST AMERICAN MORTGAGE SOLUTIONS, 1795 INTERNATIONAL WAY, IDAHO FALLS, ID 83402, PH. 208-528-9895

ASSIGNMENT OF REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that for value received, receipt thereof is hereby acknowledged, **CITIGROUP MORTGAGE LOAN TRUST 2017-RP1** located at **500 DELAWARE AVENUE 11TH FLOOR, WILMINGTON, DE 19801**, party of the first part (Assignor), does hereby grant, bargain, assign, transfer, and set over unto **WILMINGTON SAVINGS FUND SOCIETY, FSB, NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS INDENTURE TRUSTEE OF CITIGROUP MORTGAGE LOAN TRUST 2017-RP1** located at **500 DELAWARE AVENUE 11TH FLOOR, WILMINGTON, DE 19801**, party of the second part (Assignee), its successors and assigns, all of Assignor's right, title, and interest in and to that certain indenture of Mortgage dated **JUNE 19, 2007**, executed by **MAXINE BYRDSONG, AN UNMARRIED WOMAN AND TOMMY SMITH, AN UNMARRIED MAN**, Mortagor, to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS")**, AS MORTGAGEE, AS NOMINEE FOR **FIRST FRANKLIN FINANCIAL CORP., AN OP. SUB. OF MLB&T CO., FSB, ITS SUCCESSORS AND ASSIGNS**, Original Mortgagee, securing the sum of **\$123,500.00**, and recorded on **JUNE 26, 2007** in the Office of the Recorder for **HAMILTON (A) County, State of OHIO**, as Document No. **07-0092776**.

SEE ATTACHED LEGAL DESCRIPTION

TOGETHER WITH all rights, title, and interest in and to the premises, accrued or to accrue under said Mortgage.

TO HAVE AND TO HOLD the same unto the said party of the second part, its successors and assigns, forever, subject only to the provisions in the said indenture of Mortgage.

IN WITNESS WHEREOF, the undersigned has caused this Instrument to be executed on
APR 24 2023.

CITIGROUP MORTGAGE LOAN TRUST 2017-RP1, BY RUSHMORE LOAN MANAGEMENT SERVICES LLC, AS ATTORNEY IN FACT, POWER OF ATTORNEY RECORDED ON 07/14/2021 IN DOCUMENT NO. 2021-0085456 BOOK 14458 PAGE 01660

DAVID SEGOVIA, ASSISTANT SECRETARY

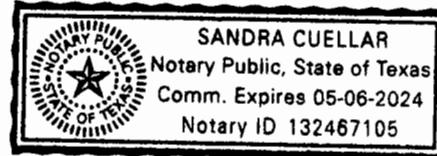
STATE OF TEXAS

COUNTY OF DALLAS) ss.

On APR 24 2023, before me, **SANDRA CUELLAR**, personally appeared **DAVID SEGOVIA** known to me to be the **ASSISTANT SECRETARY** of **RUSHMORE LOAN MANAGEMENT SERVICES LLC AS ATTORNEY-IN-FACT FOR CITIGROUP MORTGAGE LOAN TRUST 2017-RP1** the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.



SANDRA CUELLAR (COMMISSION EXP. 05/06/2024)
NOTARY PUBLIC





CHICAGO TITLE
INSURANCE COMPANY

SUPPLEMENTAL PRELIMINARY JUDICIAL REPORT

Issued by

CHICAGO TITLE INSURANCE COMPANY

Order No.: 220636708

GUARANTEED PARTY: CITIGROUP MORTGAGE LOAN TRUST 2017-RP1

GUARANTEED PARTY ADDRESS: 500 DELAWARE AVENUE, 11TH FLOOR, WILMINGTON, DE 19801

Pursuant to your request for a Preliminary Judicial Report (hereinafter "the Report") for use in judicial proceedings, CHICAGO TITLE INSURANCE COMPANY (hereinafter "the Company") hereby guarantees in an amount not to exceed \$92,443.00. 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 MAXINE BYRDSONG, AN UNMARRIED WOMAN by instrument recorded in Book 11942, Page 555, Instrument No. 12-0019452 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: 08/21/2023

Issued By: SERVICELINK, LLC.

CHICAGO TITLE INSURANCE COMPANY

By:

Michael J. Nolan
President

ATTEST:

Marjorie Nemzura
Secretary

Signed By:

AUTHORIZED SIGNATORY

EXHIBIT D



CHICAGO TITLE
INSURANCE COMPANY

**SCHEDULE A
DESCRIPTION OF LAND**

SITUATED IN THE CITY OF CINCINNATI, COUNTY OF HAMILTON, AND STATE OF OHIO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SITUATE IN SECTION 2, TOWN 3, FRACTIONAL RANGE 2, MIAMI PURCHASE, CITY OF CINCINNATI, HAMILTON COUNTY, OHIO, AND BEING PART OF LOT 3, PLAT A, M WERK ESTATE, CASE NOS. 7837 AND 97887 AS RECORDED IN VOLUME 138, PAGE 347, COMMON PLEAS COURT RECORDS, AND BEING ALL OF LOT NUMBER TWENTY ONE (21) OF LAFEUILLE PARK SUBDIVISION, SECTION 2, AS THE SAME IS RECORDED IN PLAT BOOK 77, PAGES 21 AND 22 OF LAND RECORDS OF HAMILTON COUNTY, OHIO.

SUBJECT TO ANY AND ALL EASEMENTS, RESTRICTIONS, CONDITIONS, AND LEGAL HIGHWAYS OF RECORD AND IN EXISTENCE INCLUDING BUT NOT LIMITED TO AN EASEMENT IN DEED BOOK 2841, PAGE 225.

PROPERTY MORE COMMONLY KNOWN AS:
2846 ALMESTER DRIVE CINCINNATI, OHIO 45211

PARCEL NUMBER:
208-67-203



CHICAGO TITLE
INSURANCE COMPANY

SCHEDULE B

The matters shown below are exceptions to this Preliminary Judicial Report and the company assumes no liability arising there from:

1. APPLICATION FOR CHANGE OF NAME OF ADULT FILED 6/20/2023 AS CASE NO. 2023002173; WHEREAS MAXINE BYRDSONG IS NOW KNOWN AS MAXINE BROWN.

2. GENERAL AND SPECIAL STATE, COUNTY AND/OR CITY PROPERTY TAXES FOR THE FISCAL YEAR 2022, AS FOLLOWS:
ASSESSOR'S PARCEL NO. : 208-0067-0203-00
ASSESSOR'S TAX ID: 208-0067-0203-00
TOTAL : \$1,183.99
FIRST INSTALLMENT : \$603.17 PAID (DUE DATE:N/A)
SECOND INSTALLMENT : \$580.82 PAID (DUE DATE:N/A)
LAND VALUE : \$15,710.00
IMPROVEMENT VALUE : \$58,450.00
EXEMPTION:
SPECIAL ASSESSMENT:N/A
NOTES:

3. GRANT OF EASEMENT IS RECORDED ON 06/25/1956, IN BOOK 2841, PAGE 225.

4. ANY LEASE, GRANT, EXCEPTION OR RESERVATION OF MINERALS OR MINERAL RIGHTS TOGETHER WITH ANY RIGHTS APPURtenant THERETO.

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.

SCHEDULE B

(Continued)

6. SUBJECT TO MORTGAGE FROM MAXINE BYRDSONG, AN UNMARRIED WOMAN AND TOMMY SMITH, AN UNMARRIED MAN TO MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ACTING SOLELY AS NOMINEE FOR FIRST FRANKLIN FINANCIAL CORP., AN OP. SUB. OF MLB&T CO., FSB IN BOOK 10583, PAGE 2437, INSTRUMENT NO. 07-0092776 IN THE AMOUNT OF \$123,500.00, DATED 06/19/2007, RECORDED 06/26/2007, IN HAMILTON COUNTY RECORDS.
 - a. LOAN MODIFICATION AGREEMENT OF RECORD BETWEEN MAXINE BYRDSONG UNMARRIED WOMAN AND JPMORGAN CHASE BANK, N.A. AS SET FORTH IN BOOK 12057, PAGE 00721, INSTRUMENT NO. 12-0083228, DATED 06/14/2012, RECORDED 07/03/2012 IN HAMILTON COUNTY RECORDS.
AMOUNT: \$126,028.49
 - b. ASSIGNMENT OF RECORD BETWEEN MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR FIRST FRANKLIN FINANCIAL CORP., AN OP. SUB. OF MLB&T CO., FSB, ITS SUCCESSORS AND ASSIGNS AND BAYVIEW LOAN SERVICING, LLC AS SET FORTH IN BOOK 13757, PAGE 02924, INSTRUMENT NO. 2018-0084090, DATED 08/20/2018, RECORDED 09/20/2018 IN HAMILTON COUNTY RECORDS.
 - c. ASSIGNMENT OF RECORD BETWEEN BAYVIEW LOAN SERVICING, LLC AND BAYVIEW DISPOSITIONS IIIB, LLC AS SET FORTH IN BOOK 13757, PAGE 02927, INSTRUMENT NO. 2018-0084091, DATED 08/20/2018, RECORDED 09/20/2018 IN HAMILTON COUNTY RECORDS.
 - d. ASSIGNMENT OF RECORD BETWEEN BAYVIEW DISPOSITIONS IIIB, LLC AND CITIBANK, N.A., AS TRUSTEE FOR CMLTI ASSET TRUST AS SET FORTH IN BOOK 13757, PAGE 02930, INSTRUMENT NO. 2018-0084092, DATED 08/20/2018, RECORDED 09/20/2018 IN HAMILTON COUNTY RECORDS.
 - e. ASSIGNMENT OF RECORD BETWEEN CITIBANK, N.A., AS TRUSTEE FOR CMLTI ASSET TRUST AND CITIGROUP MORTGAGE LOAN TRUST 2017-RP1 AS SET FORTH IN BOOK 13757, PAGE 02933, INSTRUMENT NO. 2018-0084093, DATED 09/06/2018, RECORDED 09/20/2018 IN HAMILTON COUNTY RECORDS.
 - f. ASSIGNMENT OF RECORD BETWEEN CITIGROUP MORTGAGE LOAN TRUST 2017-RP1, BY RUSHMORE LOAN MANAGEMENT SERVICES LLC, AS ATTORNEY IN FACT AND WILMINGTON SAVINGS FUND SOCIETY, FSB, NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS INDENTURE TRUSTEE OF CITIGROUP MORTGAGE LOAN TRUST 2017-RP1 AS SET FORTH IN BOOK 14905, PAGE 01070, DATED 04/24/2023, RECORDED 04/28/2023 IN HAMILTON COUNTY RECORDS.
DOCUMENT REMARKED BY INDEXING:
- INCOMPLETE OR MISSING LEGAL
7. SUBJECT TO CHILD SUPPORT LIEN FILED 06/05/2008 AGAINST TOMMY L SMITH JR., BY HAMILTON COUNTY CHILD SUPPORT ENFORCEMENT AGENCY, IN THE AMOUNT OF \$18,982.15, PLUS INTEREST AND COSTS, IN BOOK 10867, PAGE 1444, INSTRUMENT NO. 08-0076704 OF HAMILTON COUNTY RECORDS. ATTORNEY INFORMATION IS NOT AVAILABLE OR DOES NOT APPLY.
8. SUBJECT TO CHILD SUPPORT LIEN FILED 07/03/2008 AGAINST TOMMY L SMITH JR., BY HAMILTON COUNTY CHILD SUPPORT ENFORCEMENT AGENCY, IN THE AMOUNT OF \$9,007.08, PLUS INTEREST AND COSTS, IN BOOK 10892, PAGE 01343, INSTRUMENT NO. 08-0091336 OF HAMILTON COUNTY RECORDS. ATTORNEY INFORMATION IS NOT AVAILABLE OR DOES NOT APPLY.
9. SUBJECT TO CHILD SUPPORT LIEN FILED 10/06/2008 AGAINST TOMMY D SMITH, BY HAMILTON COUNTY CHILD SUPPORT ENFORCEMENT AGENCY, IN THE AMOUNT OF \$3,573.36, PLUS INTEREST AND COSTS, IN BOOK 10967, PAGE 00705, INSTRUMENT NO. 08-0134964 OF HAMILTON COUNTY RECORDS. ATTORNEY INFORMATION IS NOT AVAILABLE OR DOES NOT APPLY.

SCHEDULE B

(Continued)

10. SUBJECT TO CHILD SUPPORT LIEN FILED 01/02/2009 AGAINST TOMMY L SMITH JR, BY HAMILTON COUNTY CHILD SUPPORT ENFORCEMENT AGENCY, IN THE AMOUNT OF \$5,117.04, PLUS INTEREST AND COSTS, IN BOOK 11033, PAGE 00881, INSTRUMENT NO. 09-0000432 OF HAMILTON COUNTY RECORDS. ATTORNEY INFORMATION IS NOT AVAILABLE OR DOES NOT APPLY.
11. SUBJECT TO STATE TAX LIEN FILED 12/17/2014 AGAINST MAXINE BYRDSONG, BY STATE OF OHIO DEPARTMENT OF TAXATION, IN THE AMOUNT OF \$256.04, PLUS INTEREST AND COSTS, IN CASE NO. 14-028178 OF HAMILTON COUNTY RECORDS. ATTORNEY INFORMATION IS NOT AVAILABLE OR DOES NOT APPLY.
12. SUBJECT TO JUDGMENT FILED 10/26/2022 AGAINST MAXINE BYRDSONG AKA MAXINE D BYRDSONG, BY SYNCHRONY BANK, IN THE AMOUNT OF \$1,172.93, PLUS INTEREST AND COSTS, IN BOOK 22, PAGE 33803, CASE NO. 22CV12577 OF HAMILTON COUNTY RECORDS. ATTORNEY INFORMATION IS NOT AVAILABLE OR DOES NOT APPLY.
13. NOTE: THE SUPPLEMENTAL JUDICIAL REPORT EXAMINATION PERIOD IS 11/7/2022 THROUGH THE EFFECTIVE DATE HEREIN.