

PAVAN PARIKH HAMILTON COUNTY CLERK OF COURTS

COMMON PLEAS DIVISION

ELECTRONICALLY FILED
August 28, 2023 08:26 AM
PAVAN PARIKH
Clerk of Courts
Hamilton County, Ohio
CONFIRMATION 1362561

GUARANTEED RATE INC

A 2303635

vs.
RANDALL SCHNEIDER

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

PAGES FILED: 34

EFR200

COURT OF COMMON PLEAS HAMILTON COUNTY, OHIO

GUARANTEED RATE, INC. 9726 OLD BAILES ROAD SUITE 200 FORT MILL, SC 29707

Plaintiff

-VS-

CASE NO.:

RANDALL SCHNEIDER 1523 SIDONA LN CINCINNATI, OH 45238 JUDGE:

-AND-

COMPLAINT FOR FORECLOSURE IN REM AND RELIEF

Parcel: 183-0002-0597-00

UNKNOWN SPOUSE, IF ANY, OF RANDALL SCHNEIDER 1523 SIDONA LN CINCINNATI, OH 45238

Defendants

FIRST COUNT

- 1. Plaintiff says that it is the holder of a certain Note executed by Randall Schneider and is entitled to enforce the same. A copy of said Note is attached as Exhibit "A" and incorporated herein.
- 2. Plaintiff further states that by reason of default in payment of the said note, it has declared said debt due; that there is due the sum of \$66,685.37 plus interest at a current rate of 4.25% per annum from January 1, 2018.

- 3. Plaintiff is the holder of a Loan Modification Agreement effective June 1, 2016, wherein the unpaid principal was modified to \$68,537.74. A copy of the Loan Modification Agreement is attached as Exhibit "B".
- 4. Makers have defaulted under the obligations of the Note and subsequent modification, by among other things, failing to pay the required monthly payments of principal and interest.
- 5. Defendant Randall Schneider has been discharged in a Chapter 7 Bankruptcy, Case Number 21-10587, and therefore is no longer personally liable for the debt herein.
- 6. Plaintiff states that it has satisfied all conditions prior to filing this complaint, including, but not limited to mailing the notice of acceleration to all parties who executed the promissory note.

SECOND COUNT

- 7. Plaintiff incorporates herein by reference all of the allegations contained in its First Count, and further says that it is entitled to enforce a certain mortgage deed, securing the payment of said promissory note, a copy of which is attached along with all assignments as Exhibit "C" and incorporated herein. Said mortgage refers to Permanent Parcel Number 183-0002-0597-00 and is a valid first lien upon said premises.
- 8. Plaintiff says that the conditions in said mortgage have been broken by reason of default in payment, that the same has become absolute, and that Plaintiff has the right to foreclose on the subject property.
- 9. Plaintiff says that, pursuant to the covenants and conditions of said mortgage deed, it may, from time to time during the pendency of this action, advance sums including, but not necessarily limited to real estate taxes, hazard insurance premiums, and property protection.
- 10. Unknown Spouse, if any, of Randall Schneider is added as a Party Defendant by virtue of any dower interest and as to any other interest they may have in the subject property.

11. The Plaintiff further says that the Treasurer of Hamilton County, Ohio may claim a lien against the premises described herein by virtue of real estate taxes.

WHEREFORE, Plaintiff demands judgment:

- a. In the sum of \$66,685.37, plus interest at the rate of 4.25% per annum from January 1, 2018 together with its advances made pursuant to the terms of the mortgage, sums including, but not necessarily limited to, real estate taxes, insurance premiums, and property inspections, preservation and protection; that the Defendants named herein be required to answer and set up any claim that they may have in said premises or be forever barred;
- b. That Plaintiff be found to have a first lien on said premises for this amount so owing;
- c. That Plaintiff shall be paid from the proceeds amount found due and owing;
- d. That Defendant/Obligors, <u>unless discharged in bankruptcy</u>, may be adjudged to pay the deficiency that remains after applying all of said monies applicable thereto; that Defendant Randall Schneider, has been discharged in Chapter 7 Bankruptcy, Case Number 21-10587, and therefore is no longer personally liable for the debt herein;
- e. Defendants named herein be required to answer and set up any claim that they may have in said premises or be forever barred;
- f. That said premises be ordered appraised, advertised and sold according to law;

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

Respectfully Submitted,

/s/Phillip Smith Jr.

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

Phone: (513) 396-8100 Fax: (847) 627-8805

Email: phsmith@logs.com

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

22-043448 FC01; on; August 21, 2023

EXHIBIT

NOTE

		FHA Case No.
		SCENEIDER
JULY 17, 2014	WASHINGTON C.H.	ORIO
[Date]	[City]	[State]
152	3 SIDONA LN, CINCINNATI, OH [Property Address]	45238
1. PARTIES		
"Borrower" means each person sig STEARNS LENDING, LLC and its succe		son's successors and assigns. "Lender" means
2. BORROWER'S PROMISE TO PAY; II	NTEREST	
SEVEN HUNDRED FIFTY AND 00/10	10 Dollars (U.S. \$67,750.00), plus into f disbursement of the loan proceeds by Let	rincipal sum of SIXTY-SEVEN THOUSAND terest, to the order of Lender. Interest will be nder, at the rate of FOUR AND ONE-FOURTH
3. PROMISE TO PAY SECURED		
		scurity instrument that is dated the same date as the Lender from losses which might result if
4. MANNER OF PAYMENT		
(A) Time		
		day of each month beginning on SEPTEMBER 4, will be due on that date, which is called the
(B) Place		Ĭ
	DX 8068 VIRGINIA BRACH, VA 25	3450 or at such place as Lender may designate
(C) Amount		ž
Each monthly payment of principal monthly payment required by the Security In in the Security Instrument.	and interest will be in the amount of U.S. strument, that shall be applied to principal	\$333.29. This amount will be part of a larger, interest and other items in the order described
(D) Allonge to this Note for Paymo	ent Adjustments	Į.
If an allonge providing for payme	nt adjustments is executed by Borrower	together with this Note, the covenants of the s Note as if the allonge were a part of this Note.
☐ Graduated Payment Allonge	☐ Growing Equity Allonge ☐ Other	[Specify]
5. BORROWER'S RIGHT TO PREPAY	-20 M	
Borrower has the right to pay the de	ebt evidenced by this Note, in whole or in part on other days provided that Borrows	part, without charge or penalty, on the first day or pays interest on the amount prepaid for the

remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

> FHA Multistate Fixed Rate Note - 12/13 Page 1 of 3



(A) Late Charge for Overdue Payments

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of 15 calendar days after the payment is due, Lender may collect a late charge in the amount of FOUR percent (4.000%) of the overdue amount of each payment, unless such amount exceeds the maximum amount allowed by applicable state law, in which case the Lender may collect the maximum amount allowed by such law.

(B) Default

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

(C) Payment of Costs and Expenses

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

7. WAIVERS

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

8. GIVING OF NOTICES

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

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

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

FHA Multistate Fixed Rate Note - 12

FHA Multistate Fixed Rate Note - 12/13

€ 36.49

BY SIGNING BELOW, Borrower accepts an	d agrees to the terms and covenan	its contained in this Note.	
- BORROWER - RANDALL SCHNEIDER			
			[Sign Original Only]
MORTGAGE LOAN ORIGINATOR DANTE NATIONWIDE MORTGAGE LICENSING S MORTGAGE LOAN ORIGINATION COME NATIONWIDE MORTGAGE LICENSING S	SYSTEM AND REGISTRY IDEN PANY <mark>americo hone lend</mark> i	NG, LLC	
Pay to the order of:		Without	
Recourse STEARNS LENDING, LLC	900.000 St. 1850.	Action and the desired and the second and the secon	
By:	Name and		
Title:			
3 22700			

ENDORSEMENT ALLONGE

To be made a part of the Mortgage Note reference herein

Loan Number:

Re: Mortgage Note Dated:

7/17/2014 Mortgagors:

RANDALL SCHNEIDER

Property Address: 1523 SIDONA LN CINCINNATI, OH 45238 Loan Amount: \$67,750.00 PAY TO THE ORDER OF:

WITHOUT RECOURSE:

GUARANTEED RATE, INC. A DELAWARE CORPORATION 3940 NORTH RAYENSWOOD CHICAGO, IL 60613

Dylana Gilliam

POST CLOSING SPECIALIST

ENDORSEMENT ALLONGE

To be made a part of the Mortgage Note reference herein

Loan Number:

Re: Mortgage Note Dated:

7/17/2014 Mortgagors:

RANDALL SCHNEIDER

Property Address:

1523 SIDONA LN

CINCINNATI, OH 45238

Loan Amount:

\$67,750.00

PAY TO THE ORDER OF:

GUARANTEED RATE, INC.

WITHOUT RECOURSE:

Stearns Lending, LLC.

/Dylana Gilliam

POST CLOSING SPECIALIST

EXHIBIT B Wayne Coates
Hamilton County Recorder's Office
Doc #: 16-0064244 Type: MT
Filed: 07/15/16 03:36:57 PM \$76.00
Off. Rec.: 13209 02082 F 8 403

Prior Registered Land

After Recording Return To:

RUTH RUHL, P.C.

Attn: Recording Department 12700 Park Central Drive, Suite 850

Dallas, Texas 75251

APN	TO ALL THE TENTE TO DO TO DO	1
Loan No	Space Above This Line For Recording Data	
MERS No.:		MERS Phone: 1-888-679-6377
	FHA	Case No

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 10th day of June, 2016 between Randall Schneider, an unmarried man

and Stearns Lending, LLC, by Loancare LLC, as Agent under Limited POA

("Lender"), and Mortgage Electronic Registration Systems, Inc. ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated , granted or assigned to Mortgage Electronic Registration Systems, Inc. as mortgagee of record July 17th, 2014 (solely as nominee for Lender and Lender's successors and assigns), P.O. Box 2026, Flint, Michigan 48501-2026 and recorded on July 30th, 2014 , in Mortgage Book 12666 , Page 00781 Instrument No. 14-0075790 , Official Records of Hamilton County, Ohio and (2) the Note, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in said Security Instrument and defined therein as the "Property," located at 1523 Sidona Lane, Cincinnati, Ohio 45238

Power of Attorney from Stearns Lending LLC to Loancare LLC was recorded April 19th, 2016 in Instrument No. 16-33550

OHIO LOAN MODIFICATION AGREEMENT (FNMA Modified Form 3179 1/01 (rev. 04/14))

Page 1 of 7

("Borrower")

the real property described being set forth as follows:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

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

- 1. As of July 1st, 2016, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 68,537.74, consisting of the unpaid amount(s) loaned to Borrower by Lender and plus interest and other amounts capitalized.
- 2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 4.250 %, from June 1st, 2016
 Borrower promises to make monthly payments of principal and interest of U.S. \$ 337.16 , beginning on the 1st day of July , 2016 , and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 4.250 % will remain in effect until principal and interest are paid in full. If on June 1st, 2046 , (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
- 3. If all or any part of the Property or any interest in 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 the Security Instrument.

 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 delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.
- 4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the specified date in Paragraph No. 1 above:
- (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
- (b) all terms and provisions of any adjustable rate rider, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

OHIO LOAN MODIFICATION AGREEMENT (FNMA Modified Form 3179 1/01 (rev. 04/14)) Page 2 of 7

Loan No.:

- Borrower understands and agrees that:
- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
- (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
- (c) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.
- (d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- (e) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.
- (f) Borrower authorizes Lender, and Lender's successors and assigns, to share Borrower information including, but not limited to (i) name, address, and telephone number, (ii) Social Security Number, (iii) credit score, (iv) income, (v) payment history, (vi) account balances and activity, including information about any modification or foreclosure relief programs, with Third Parties that can assist Lender and Borrower in obtaining a foreclosure prevention alternative, or otherwise provide support services related to Borrower's loan. For purposes of this section, Third Parties include a counseling agency, state or local Housing Finance Agency or similar entity, any insurer, guarantor, or servicer that insures, guarantees, or services Borrower's loan or any other mortgage loan secured by the Property on which Borrower is obligated, or to any companies that perform support services to them in connection with Borrower's loan.

Borrower consents to being contacted by Lender or Third Parties concerning mortgage assistance relating to Borrower's loan including the trial period plan to modify Borrower's loan, at any telephone number, including mobile telephone number, or email address Borrower has provided to Lender or Third Parties.

By checking this box, Borrower also consents to being contacted by text messaging □.

- (g) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as nominee for Lender and Lender's successors and assigns. MERS is the Mortgagee/Beneficiary of record under the Security Instrument and this Agreement. 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.
- 6. If applicable, by this paragraph, Lender is notifying Borrower that any prior waiver by Lender of Borrower's obligations to pay to Lender Funds for any or all Escrow Items is hereby revoked, and Borrower has been advised of the amount needed to fully fund the Escrow Items.
- 7. Borrower will pay to Lender on the day payments are due under the Loan Documents as amended by this Agreement, until the Loan 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 the Mortgage 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 the Loan Documents; (d) mortgage insurance premiums, if any, or any sums payable to Lender in lieu of the payment of mortgage insurance premiums in accordance with the Loan Documents; and (e) any community association dues, fees, and assessments that Lender requires to be escrowed. These items are called "Escrow Items." Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph.

OHIO LOAN MODIFICATION AGREEMENT (FNMA Modified Form 3179 1/01 (rev. 04/14))

Page 3 of 7

Loan No

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 the Loan Documents, as the phrase "covenant and agreement" is used in the Loan Documents. 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 the Loan Documents and this Agreement and pay such amount and Borrower shall then be obligated 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 the Loan Documents, and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this paragraph.

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 the Real Estate Settlement Procedures Act ("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. Lender and Borrower can agree in writing, however, that interest shall be paid on the Funds. Lender shall provide 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.

	652/
6/23/16	(Seal
Date	Randall Schneider —Borrowe
	(Seal
Date	-Borrowe
Date	(Seal
Date	—Воггоwe
Date	(Seal
State of 0/+10 § County of Hame ton §	RACKNOWLEDGMENT Iged before me Michael Smith, 6/23/4 date).
State of OH10 § County of Hamilton § The foregoing instrument was acknowled	Iged before me Michina Smith, 6/23/49 date),
State of OHO \$ County of Hame to \$ The foregoing instrument was acknowled by Randall Schneider [name of person acknowledged].	Iged before me Michael Smith, 6/23/4/date), Michael Smith
State of O/1/0 § County of Hamilton § The foregoing instrument was acknowled by Randall Schneider	Iged before me Michael Smith 6/23/4qdate]. Michael Smith

Loan:	
6-29-16 -Date	
Stearns Lending, LLC, by Loancare LLC, as Agent under Limited POA -Lender	
By: BRIAN BENOIT Its: ASSISTANT SECRETARY	
LENDER ACK	NOWLEDGMENT
State of Virginia §	
County of Virginia Beach City §	
	efore me this JUNU 29 2016 [date], ASSISTANT SECRETARY, [name ending, LLC, by Loancare LLC, as Agent under Limited
POA	, on behalf of said entity
(Seal)	Notary Signature Printed/Typed Name: KRISTIN BROWN
KRISTIN BROWN NOTARY PUBLIC	Notary Public, State of VIRGINIC
REGISTRATION#7661693 COMMOMNWEALTH OF VIRGINIA MY COMMISSION EXPIRES DECEMBER 31,2019	My Commission Expires: 12-31-2019
··	
ACKNOWLEDGMENT (OHIO)	Page 6 of 7

Loan No.	
-Date	
Mortgage Electronic Registration Systems, Inc. Mortgagee	
By: PATRICK WHITE	
Printed/Typed Name: Its: Assistant Secretary	
MORTGAGEE A	CKNOWLEDGMENT
State of Virginia § County of Virginia Beach City §	
The foregoing instrument was acknowledged by PATRICK WHITE Assistan Inc., Mortgagee, on behalf of said entity.	pefore me this USC 29 , 2019date], at Secretary of Mortgage Electronic Registration Systems,
(Seal) KRISTIN BROWN	Kristin Brown
RECUSTRATION INC.	Notary Signature KRISTIN BROWN Printed/Typed Name:
" U U U U U U U U U U U U U U U U U U U	Notary Public, State of VIRGINIA
MY COMMISSION EXPIRES DECEMBER 31,2019	My Commission Expires: 12-31-2019
This Instrument Was Prepared By: RUTH RUHL, P.C. and Co-Counsel, Reimer, Amovitz, Chernek & Jeffrey Co., L.P.A.	
ACKNOWLEDGMENT (OHIO)	Page 7 of 7



EXHIBIT "A"

REGISTERED LAND CERTIFICATE # 201271

SITUATE IN THE CITY OF CINCINNATI, COUNTY OF HAMILTON AND STATE OF OHIO, AN ACCURATE DESCRIPTION AND PLAT OF EACH SEPERATE BODY OR PARCEL OF WHICH ARE AS FOLLOWS, TO-WIT: SITUATE IN SECTION 7, TOWN 2, FRACTIONAL RANGE 2, MIAMI PURCHASE, GREEN TOWNSHIP AND BEING MORE PATICULARY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF MUDDY CREEK, 529.45 FEET WEST OF THE INTERSECTION OF THE WESTERLY LINE OF GLENWAY AVENUE (BRIDGETOWN ROAD) MAKES WITH THE NORTH LINE OF MUDDY CREEK ROAD; THENCE NORTH 4 DEG. 31' WEST 223.31 FEET TO A POINT, SAID POINT BEING THE BEGINNING POINT OF LAND HEREIN CONVEYED; THENCE NORTH 4 DEG. 31' WEST 46 FEET; THENCE NORTH 85 DEG. 16' EAST 110 FEET TO A POINT IN THE WEST LINE OF A 40 FOOT STREET KNOWN AS SIDNEY LANE; THENCE SOUTH 4 DEG. 31' EAST ALONG THE WEST LINE OF THE 40 FOOT STREET KNOWN AS SIDNEY LANE, 46 FEET TO A POINT; THENCE SOUTH 85 DEG. 16' WEST, 110 FEET TO THE POINT OF BEGINNING. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

APN:183-0002-0597-00

EXHIBIT "A"

1

EXHIBIT C Wayne Coates
Hamilton County Recorders Office
Doc #: 14-0075790 Type: MT
Filed: 07/30/14 02:25:27 PM \$120.00
Off.Rec.: 12666 00781 R 11 0
Cert #(s): 0239495

Cent #

After Recording Return To: STEARNS LENDING, LLC 4 HUTTON CENTRE DRIVE, 10TH FLOOR SANTA ANA, CA 92707-8788

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

FHA Case No.

SCHNEIDER

Loan #

MIN

MERS Phone: 1-888-679-6377

PIN: 183-002-0597-00

Case #:

THIS MORTGAGE ("Security Instrument") is given on JULY 17, 2014. The mortgagor is RANDALL SCHNEIDER, AN UNMARRIED MAN whose address is 1523 SIDONA LN, CINCINNATI, OH 45238 ("Borrower"). This Security Instrument is given to Mortgage Electronic Registration Systems, Inc. ("MERS") (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns), as mortgagee. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of PO Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. STEARNS LENDING, LLC ("Lender") is organized and existing under the laws of CALIFORNIA, and has an address of 4 HUTTON CENTRE DRIVE, 10TH FLOOR, SANTA ANA, CA 92707-8788. Borrower owes Lender the principal sum of SIXTY-SEVEN THOUSAND SEVEN HUNDRED FIFTY AND 00/100 Dollars (U.S. \$67,750.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on AUGUST 1, 2044. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under Paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in HAMILTON County, Ohio:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF. which has the address of 1523 SIDONA LN, CINCINNATI, OH 45238 ("Property Address"):

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

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

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

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS:

- Payment of Principal, Interest and Late Charge
 Borrower shall promptly pay when due the principal of, and interest on, the debt evidenced by the Note
 and late charges due under the Note.
- Monthly Payment of Taxes, Insurance and Other Charges
 Borrower shall include in each monthly payment, together with the principal and interest as set forth in
 the Note and any late charges, a sum for
 - (a) taxes and special assessments levied or to be levied against the Property,
 - (b) leasehold payments or ground rents on the Property, and
 - (c) premiums for insurance required under Paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either
 - (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or
 - (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Sec. 2601 et seq. and implementing regulations, 12 C.F.R.

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Part 1024, as they may be amended from time to time (RESPA), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

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

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

3. Application of Payments

All payments under Paragraphs 1 and 2 shall be applied by Lender as follows:

- First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;
- Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;
- Third, to interest due under the Note;
- Fourth, to amortization of the principal of the Note; and
- · Fifth, to late charges due under the Note.

4. Fire, Flood, and Other Hazard Insurance

Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either

- (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in Paragraph 3, and then to prepayment of principal, or
- (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal

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shall not extend or postpone the due date of the monthly payments which are referred to in Paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds

Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned property. Borrower shall also be in default if borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Condemnation

The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the Indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in Paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in Paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. Charges to Borrower and Protection of Lender's Rights in the Property

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

If Borrower fails to make these payments or the payments required by Paragraph 2, or fails to perform

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

Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear Interest from the date of disbursement at the Note rate, and at the option of Lender shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower:

- (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender;
- (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lenders opinion operate to prevent the enforcement of the lien; or
- (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. Fees

Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt

- (a) **Default**. Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:
 - (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
 - (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.
- (b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:
 - (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
 - (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property, but his or her credit has not been approved in accordance with the requirements of the Secretary.
- (c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full,

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but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

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

10. Reinstatement

Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorney's fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if:

- (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding,
- (ii) reinstatement will preclude foreclosure on different grounds in the future, or
- (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released: Forbearance by Lender Not a Waiver

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

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

The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 9(b). Borrowers covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not

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execute the Note:

- (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument;
- (b) is not personally obligated to pay the sums secured by this Security Instrument; and
- (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Notices

Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability

This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end, the provisions of this Security Instrument and the Note are declared to be severable.

15. Borrower's Copy

Borrower shall be given one conformed copy of the Note and of this Security Instrument.

16. Hazardous Substances

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

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

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

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

17. Assignment of Rents

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

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

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

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

18. Foreclosure Procedure

If Lender requires immediate payment in full under Paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding. The Property shall be sold in the manner prescribed by applicable law, including a public sale, and Lender or its designee may purchase the Property at any sale. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 18, including, but not limited to, costs of title evidence.

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

19. Release

Upon payment of all sums secured by this Security Instrument, Lender shall discharge this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

20. Advances to Protect Security

Pursuant to Ohio Rev. Code Ann. § 5301.232. Borrower and Lender intend for this Security Instrument to secure the unpaid balance of advances made by Lender, with respect to the Property, for the payment

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of taxes, assessments, insurance premiums and costs incurred for the protection of the Property.

covenants of each such rider shall be incorp	wer and recorded together with this Security Instrument, the porated into and shall amend and supplement the covenants at as if the rider(s) were a part of this Security Instrument
	Growing Equity Rider
BY SIGNING BELOW, Borrower accept Security Instrument and in any rider(s) execu	s and agrees to the terms and covenants contained in this ted by Borrower and recorded with it.
22 C	
- BORROWER - RANDALL SCHNEIDER	
[Space Below Thi	s Line For Acknowledgment
STATE OF OHTO	
COUNTY OF Hamilton	
The foregoing instrument was acknowledged bet	Fore me on this July 17, 2014, by
JEREMY D SMITH	Notary Sublic
Notary Public State of Ohlo My Commission Expires	My Commission Expires: Feb, 17, 2019

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MORTGAGE LOAN ORIGINATOR **DANIEL LANZILLOTTA**NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGISTRY IDENTIFICATION NUMBER

MORTGAGE LOAN ORIGINATION COMPANY AMERIGO HOME LENDING, LLC NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGISTRY IDENTIFICATION NUMBER

This instrument was prepared by:
PATRICIA CONLEY
STEARNS LENDING, LLC
4 HUTTON CENTRE DRIVE, 10TH FLOOR
SANTA ANA, CA 92707-8788
866-450-7677

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EXHIBIT A LEGAL DESCRIPTION OF SUBJECT PROPERTY

REGISTERED LAND CERTIFICATE # 201271 SITUATE IN THE CITY OF CINCINNATI, COUNTY OF HAMILTON AND STATE OF OHIO, AN ACCURATE DESCRIPTION AND PLAT OF EACH SEPERATE BODY OR PARCEL OF WHICH ARE AS FOLLOWS, TO-WIT: SITUATE IN SECTION 7, TOWN 2, FRACTIONAL RANGE 2, MIAMI PURCHASE, GREEN TOWNSHIP AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF MUDDY CREEK, 529.45 FEET WEST OF THE INTERSECTION OF THE WESTERLY LINE OF GLENWAY AVENUE (BRIDGETOWN ROAD) MAKES WITH THE NORTH LINE OF MUDDY CREEK ROAD; THENCE NORTH 4 DEG. 31' WEST 223.31 FEET TO A POINT, SAID POINT BEING THE BEGINNING POINT OF LAND HEREIN CONVEYED; THENCE NORTH 4 DEG. 31' WEST 46 FEET; THENCE NORTH 85 DEG. 16' EAST 110 FEET TO A POINT IN TH EWEST LINE OF A 40 FOOT STREET KNOWN AS SIDNEY LANE; THENCE SOUTH 4 DEG. 31'EAST ALONG THE WEST LINE OF THE 40 FOOT STREET KNOWN AS SIDNEY LANE, 46 FEET TO A POINT; THENCE SOUTH 85 DEG. 16' WEST, 110 FEET TO THE POINT OF BEGINNING. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

PARCEL #: 183-0002-0597-00

PROPERTY ADDRESS: 1523 SIDONA LN, CINCINNATI, OHIO 45238

Norbert A. Nadel Hamilton County Recorder's Office Doc #: 17-26453 Type: AM Filed: 03/24/17 03:36:50 PM \$28.00 Off.Rec.: 13381 01825 F 2 350

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, Mortgage Electronic Registration Systems, Inc. as nominee for Stearns Lending, LLC, its successors and assigns, hereby grants, assigns and transfers to

Stearns Lending, LLC 4 Hutton Centre Drive 10th Floor Santa Ana, CA 9207-8788

All right, title and interest under that certain Mortgage, dated July 17, 2014, executed by: Randall Schneider, An Unmarried Man, and recorded on July 30, 2014 as Instrument No. 14-0075790 of Official Records in the office of the County Recorder of Hamilton County, State of Ohio. A copy of the legal description is attached hereto as Exhibit "A"

Original Lender: Stearns Lending, LLC

Original Mortgagee: Mortgage Electronic Registration Systems, Inc. as nominee for Stearns

Lending, LLC its successors and assigns
MERS Address: P.O. Box 2026, Flint, MI 48501

MERS MIN #

MERS contact number: 1-888-679-6377

Property Address: 1523 Sidona Lane, Cincinnati, OH, 45238

Parcel No. 183-0002-0597-00 Mortgage Amount: \$67,750.00

Dated: March 3, 2017

Mortgage Electronic Registration Systems, Inc. as nominee for Stearns Lending, LLC its successors and assigns, hereby grants

By: EATORIA AMES

Its: Assistant Secretary

State of Virginia,

City of Virginia Beach

Before me, a notary public in and for said Stateand City, personally appeared the above named Mortgage Electronic Registration Systems, Inc. as nominee for Stearns Lending, LLC its successors and assigns, hereby grants, by Lator id Arres its Authorized Agent, who acknowledged that he/she did sign the foregoing instrument, and that the same is the free act and deed of said corporation and the free act and deed of him/her personally and as such officer who under penalty of perjury represented to me to be said person.

)

In Testimony Whereof, I have hereunto set my hand and official seal, on this ______ day of _______, in the year of 2017.

Jacqueline VanDerMiller NOTARY PUBLIC REG. #7072485 COMMONWEALTH OF VIRGINIA

MY COMMISSION EXPIRES JULY 31. 2019

Notary: Jacqueline Van Der Mille

Prepared By: Keith Weiner & Associates Co. 75 Public Square, Fourth Floor, Cleveland, OH 44113

DESCRIPTION OF LAND

REGISTERED LAND CERTIFICATE # 201271

1.3

SITUATE IN THE CITY OF CINCINNATI, COUNTY OF HAMILTON AND STATE OF OHIO, AN ACCURATE DESCRIPTION AND PLAT OF EACH SEPARATE BODY OR PARCEL OF WHICH ARE AS FOLLOWS, TO-WIT: SITUATE IN SECTION 7, TOWN 2, FRACTIONAL RANGE 2, MIAMI PURCHASE, GREEN TOWNSHIP AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF MUDDY CREEK, 529.45 FEET WEST OF THE INTERSECTION OF THE WESTERLY LINE OF GLENWAY AVENUE (BRIDGETOWN ROAD) MAKES WITH THE NORTH LINE OF MUDDY CREEK ROAD; THENCE NORTH 4 DEG. 31' WEST 223.31 FEET TO A POINT, SAID POINT BEING THE BEGINNING POINT OF LAND HEREIN CONVEYED; THENCE NORTH 4 DEG. 31' WEST 46 FEET; THENCE NORTH 85 DEG. 16' EAST 110 FEET TO A POINT IN THE WEST LINE OF A 40 FOOT STREET KNOWN AS SIDNEY LANE; THENCE SOUTH 4 DEG. 31'EAST ALONG THE WEST LINE OF THE 40 FOOT STREET KNOWN AS SIDNEY LANE, 46 FEET TO A POINT; THENCE SOUTH 85 DEG. 16' WEST, 110 FEET TO THE POINT OF BEGINNING. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

PARCEL #: 183-0002-0597-00

PROPERTY ADDRESS: 1523 SIDONA LANE, CINCINNATI, OHIO 45238

E FILED 09/29/2022 9:26 AM / CONFIDMATION 4262564 / A 2202625 / MACISTRATE DEDIDON / COMMON DIFAC DIVISIO

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS that Stearns Lending, LLC for valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over unto Guaranteed Rate, Inc. whose address is 1 Corporate Drive, Suite 360, Lake Zurich, IL 60047-8945 a certain Mortgage Deed bearing the date July 17, 2014, executed by Randall Schneider, concerning property described as follows to-wit:

See Schedule A attached hereto and made a part hereof

and recorded in Book 12666, Page 00781, as Document # 14-0075790 of Hamilton County Records on July 30, 2014, Permanent Parcel Number 183-002-0597-00, and all sums of money due and to become due thereon.

IN WITNESS WHEREOF, Stearns Lending, LLC has caused this Assignment to be executed, for and on its behalf by its officials thereunto duly authorized and its corporate seal to be hereto affixed on 8/10/2022

Signature

Quinn Rattan

Print Name

Assistant Secretary

Title

8/10/2022 Date

Subscribed and sworn to before me, by the above affiant, this 10th day of 22.

Notary Public

This instrument is prepared by: Phillip Barragate, Esq. LOGS Legal Group LLP

Attorneys at Law 4805 Montgomery Road, Suite 320 Norwood, OH 45212 22-043448 FC01

PATRICK CRAWFORD
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
June 23, 2023

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EXHIBIT A LEGAL DESCRIPTION

SITUATE IN THE CITY OF CINCINNATI, COUNTY OF HAMILTON AND STATE OF OHIO, AN ACCURATE DESCRIPTION AND PLAT OF EACH SEPARATE BODY OR PARCEL OF WHICH ARE AS FOLLOWS, TO-WIT: SITUATE IN SECTION 7, TOWN 2, FRACTIONAL RANGE 2, MIAMI PURCHASE, GREEN TOWNSHIP AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF MUDDY CREEK, 529.45 FEET WEST OF THE INTERSECTION OF THE WESTERLY LINE OF GLENWAY AVENUE (BRIDGETOWN ROAD) MAKES WITH THE NORTH LINE OF MUDDY CREEK ROAD; THENCE NORTH 4 DEG. 31' WEST 223.31 FEET TO A POINT, SAID POINT BEING THE BEGINNING POINT OF LAND HEREIN CONVEYED; THENCE NORTH 4 DEG. 31' WEST 46 FEET; THENCE NORTH 85 DEG. 16' EAST 110 FEET TO A POINT IN THE WEST LINE OF A 40 FOOT STREET KNOWN AS SIDNEY LANE; THENCE SOUTH 4 DEG. 31' EAST ALONG THE WEST LINE OF THE 40 FOOT STREET KNOWN AS SIDNEY LANE, 46 FEET TO A POINT; THENCE SOUTH 85 DEG. 16' WEST, 110 FEET TO THE POINT OF BEGINNING. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

Scott Crowley
Hamilton County Recorder's Office
Doc #: 2022-0083512 Type: AM
Filed: 08/30/22 07:31:48 AM \$58.00
Off. Rec.: 14741 00393 F 2 69

b1474100393Fb

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS that Stearns Lending, LLC for valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over unto Guaranteed Rate, Inc. whose address is 1 Corporate Drive, Suite 360, Lake Zurich, IL 60047-8945 a certain Mortgage Deed bearing the date July 17, 2014, executed by Randall Schneider, concerning property described as follows to-wit:

See Schedule A attached hereto and made a part hereof

and recorded in Book 12666, Page 00781, as Document # 14-0075790 of Hamilton County Records on July 30, 2014, Permanent Parcel Number 183-002-0597-00, and all sums of money due and to become due thereon.

to be hereto affixed on 8/10/2022	
	Signature
	Quinn Rattan
	Print Name
	Assistant Secretary
	Title
	8/10/2022
	Date
Subscribed and sworn to bef	fore me, by the above affiant, this 10th day of
	PC
	Notary Public
This instrument is prepared by: Phil	
LOC	GS Legal Group LLP

Attorneys at Law 4805 Montgomery Road, Suite 320 Norwood, OH 45212 22-043448 FC01

PATRICK CRAWFORD
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
June 23, 2023

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