

PAVAN PARIKH HAMILTON COUNTY CLERK OF COURTS

COMMON PLEAS DIVISION

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PAVAN PARIKH
Clerk of Courts
Hamilton County, Ohio
CONFIRMATION 1355538

MCLP ASSET COMPANY INC

A 2303378

vs. STEVEN P LEIST AKA STEVE P LEIST AKA STEVE LEIST A

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EFR200

IN THE COURT OF COMMON PLEAS HAMILTON COUNTY, OHIO

MCLP ASSET COMPANY, INC. 3501 Olympus Boulevard 5th Floor, Suite 500 Dallas, Texas 75019 CASE NO. JUDGE

Plaintiff

VS.

STEVEN P. LEIST AKA STEVE P. LEIST AKA STEVE LEIST AKA STEVEN T. LEIST 3843 Carrie Avenue Cincinnati, Ohio 45211 COMPLAINT IN FORECLOSURE Parcel No. 551-0012-0106-00

UNKNOWN SPOUSE, IF ANY, OF STEVEN P. LEIST AKA STEVE P. LEIST AKA STEVE LEIST AKA STEVEN T. LEIST 3843 Carrie Avenue Cincinnati, Ohio 45211

REBECCA LEIST AKA REBECCA T. LEIST 3721 S State Route 72 Sabina, Ohio 45169

UNKNOWN SPOUSE, IF ANY, OF REBECCA LEIST AKA REBECCA T. LEIST 3721 S State Route 72 Sabina, Ohio 45169

STATE OF OHIO DEPARTMENT OF TAXATION 4485 Northland Ridge Blvd., Columbus, Ohio 43229

HAMILTON COUNTY CLERK OF COURTS 1000 Main Street Cincinnati, Ohio 45202

Defendants.

COUNT ONE – BREACH OF PROMISSORY NOTE

- 1. The Plaintiff is in possession of and entitled to enforce a certain promissory note ("Note") executed by Steven P. Leist aka Steve P. Leist aka Steve Leist aka Steven T. Leist. A copy of said promissory note is attached hereto, marked "EXHIBIT A", and, by reference, made a part hereof.
- 2. The loan has since been modified. A copy of the original loan modification as it exists in Plaintiff's records is attached hereto, marked "EXHIBIT B", and, by reference, made a part hereof.
- 3. The Plaintiff further states that the terms and conditions of said Note have been breached, that Plaintiff hereby accelerates the indebtedness due thereunder, and Plaintiff is entitled to judgment in the principal amount of \$62,251.33 with interest thereon at the rate of 3.87500% per annum from February 01, 2023, plus advances including but not limited to real estate taxes, insurance premiums, and other charges as allowed by law.

<u>COUNT TWO – FORECLOSURE OF MORTGAGE</u>

4. The Plaintiff hereby refers to, incorporates and adopts each and all of the allegations contained in Count One as fully and completely as if the same were rewritten herein.

5. The Plaintiff further states that it is the holder of a mortgage deed ("Mortgage"),

conveying said real property commonly known as 3618 Puhlman Avenue, Cincinnati, OH 45211,

and described in the Plaintiff's Mortgage and Preliminary Judicial Report as security for the

payment of the above referenced Note. A copy of the original Mortgage as it exists in Plaintiff's

records is attached hereto, marked "EXHIBIT C", and, by reference, made a part hereof.

6. The Plaintiff further states that said Mortgage was in the original amount of

\$89,750.00 was given by Mortgage Electronic Registration Systems, Inc. acting solely as nominee

for American Mortgage Service Company, and recorded on January 6, 2009, Official Record 11035

00636 Document Number 09-0001348 in the Hamilton County Recorder's Office and was assigned

to Plaintiff herein. Copies of the original assignments of mortgage as in existence in Plaintiff's

records are attached hereto and marked "EXHIBITS D, E and F".

7. The Plaintiff further states that said Mortgage is a first and best lien upon said real

property described in the Plaintiff's Preliminary Judicial Report, attached hereto as "EXHIBIT G".

8. The Plaintiff further states that by virtue of a breach in the terms and conditions of

said Note and Mortgage, the conditions of defeasance in said Mortgage have become broken, said

Mortgage has become absolute, and Plaintiff is entitled to have the equity of redemption therein

foreclosed and to have the real estate described therein advertised and sold with the proceeds arising

therefrom applied to the debt due to the Plaintiff.

9. Plaintiff further states that under the terms of said Mortgage additional sums may

have been advanced during the pendency of this action for unpaid taxes and assessments, and for

insurance premiums or other necessary expenditures for the protection of the real property, which

expenditures are an obligation under the terms and conditions of the Note and Mortgage, and that

any expenditures made by the Plaintiff for these purposes are part of the indebtedness prayed for herein.

- 10. State of Ohio Department of Taxation is named as a defendant and may claim some interest herein by virtue of the following State Tax Liens against the real property given by Steve P. Liest and Rebecca J. Leist:
 - a. State of Ohio Department of Taxation filed on October 14, 2014, as Case No. 14-021850 Hamilton County Recorder's Office.
 - State of Ohio Department of Taxation filed on December 29, 2017, as Case No.
 CJ17-026675 Hamilton County Recorder's Office.
 - c. State of Ohio Department of Taxation filed on January 3, 2023, as Case No.
 CJ23- 000072 Hamilton County Recorder's Office.
- 11. Hamilton County Clerk of Courts is named as a defendant and may claim some interest herein by virtue of a Judgment against the real property given by Steven P. Leist Recorded on June 30, 2023, as Judgment Number Case No. 23018210 Hamilton County Recorder's Office.
- 12. Rebecca Leist aka Rebecca T. Leist is hereby named as a defendant in this action by virtue of her interest as a current titleholder to the real property.
- 13. Unknown Spouse, if any, of Steven P. Leist aka Steve P. Leist aka Steve Leist aka Steven T. Leist and Unknown Spouse, if any, of Rebecca Leist aka Rebecca T. Leist are hereby named as defendants in this action by virtue of their potential dower interests as the spouses of the current titleholders.
 - 14. The Plaintiff has satisfied all conditions precedent to foreclosure.

PRAYER FOR RELIEF

15. WHEREFORE, Plaintiff prays for Judgment against Steven P. Leist aka Steve P. Leist aka Steve P. Leist aka Steve T. Leist in said principal sum of \$62,251.33 with interest thereon at the rate of 3.87500% per annum from February 01, 2023, until paid, plus advances including but not limited to real estate taxes, insurance premiums, and other charges as allowed by law that may be advanced by Plaintiff; that said Mortgage may be decreed a first and best lien upon said real property and to encumber the entire fee simple interest held by the Defendant(s); that its Mortgage deed upon the described real property be foreclosed and said real property sold according to the statutes and procedures in effect, free of all claims, liens and interests of all the Defendants; that all named Defendants set forth their claim or interest in said real property or be forever barred from asserting same; and that the proceeds arising therefrom be applied to the payment of Plaintiff's judgment, and if the Plaintiff is the successful purchaser at sale, it be granted a writ of possession, and for such other and further relief as is just and equitable.

Respectfully Submitted, Padgett Law Group



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NOTE

December 18, 2008 [Date]

CINCINNATI [City]

Ohio [State]

3618 Puhlman Ave

,Cincinnati,OH 45211-3427

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$89,750.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is AMERICAN MORTGAGE SERVICE COMPANY, AN OHIO CORPORATION

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 5.8750 rate of

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 February 1, 2009 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 , I still owe amounts under this Note, I will pay those amounts in full on January 1, 2039 before Principal. If, on that date, which is called the "Maturity Date."

I will make my monthly payments at 11503 Springfield Pike, Cincinnati OH 45246

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. \$530.91

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. monthly payment unless the Note Holder agrees in writing to those changes.

MULTISTATE FIXED RATE NOTE-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3200 1/01

Wolters Kluwer Financial Services VMP ®-5N (0207).01 MW 07/02.02 Page 1 of 3

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 15 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.

LEIST, S HAR

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VMP ®-5N (0207).01

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Form 3200 1/01

10. UNIFORM SECURED NOTE

VMP ®-5N (0207).01

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 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.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED. (Seal) (Seal) -Вогтоwer -Borrower (Seal) (Seal) -Borrower -Borrower see attached Allonge (Seal) (Seal) -Borrower -Borrower (Seal) (Seal) -Borrower -Borrower [Sign Original Only] LEIST, S HAR

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Form 3200 1/01



· ALLONGE TO PROMISSORY NOTE

FOR PURPOSES OF FURTHER ENDORSEMENT OF THE FOLLOWING DESCRIBED NOTE, THIS ALLONGE IS AFFIXED AND BECOMES A PERMANENT PART OF SAID NOTE:

This 18th day of

December 2008

Loan Number:

Note Date:

December 18, 2008 Original Loan Amount: \$89,750.00 Borrower(s) Name(s): Steven P Leist

Address:

3618 Puhlman Ave

Cincinnati, OH 45211-3427

Pay to the order of:

JP Morgan Chase Bank, N.A.

Without Recourse

American Mortgage Service Company

JESSICA THOMPSON ASSISTANT SECRETARY

Pay to the Order of: Without Recourse JPMortigh Chase B

Ollie Blackviell Assistant Treasurer

Loan Number:	
Investor Loan Number:	
NMLS Unique ID Number:	, Employee ID Number:

HOME AFFORDABLE MODIFICATION AGREEMENT (Step Two of Two-Step Documentation Process)

Borrower ("I"):1 LEIST, STEVEN P

Lender or Servicer ("Servicer"): Seterus, Inc.

Date of first lien mortgage, deed of trust, or security deed ("Mortgage") and Note ("Note"):

December 18, 2008

Loan Number:

Property Address ("Property"): 3618 PUHLMAN AVE, CINCINNATI, OH, 45211-3427

If my representations 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 Servicer, the Servicer 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. I certify, represent to Servicer, and agree:
 - A. I am experiencing a financial hardship, and as a result, (i) I am in default under the Loan Documents, 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. I live in the Property as my principal residence, and the Property has not been condemned;
 - C. There has been no change in the ownership of the Property since I signed the Loan Documents;
 - 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"));
 - E. Under penalty of perjury, all documents and information I have provided to Servicer in connection with this Agreement, including the documents and information regarding my eligibility for the Program, are true and correct;
 - F. If Servicer 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 or Loan Workout Plan.

LEIST, STEVEN P Contract Code DFW
HOME AFFORDABLE MODIFICATION AGREEMENT – Single Family – Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
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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.

- 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 Servicer determines that any of my representations in Section 1 are no longer true and correct, the Loan Documents will not be modified and this Agreement will terminate. In that event, the Servicer 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) I receive from the Servicer a copy of this Agreement signed by the Servicer, and (ii) the Modification Effective Date (as defined in Section 3) has occurred. I further understand and agree that the Servicer 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; and
 - C. If any borrower that signed the mortgage note has previously received a Home Affordable Modification on any property, then this property will not be eligible for this program and this offer will be null and void.
- 3. The Modification. If my representations 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 February 01, 2015 (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 workout plan or trial period plan, this modification will not take effect. The first modified payment will be due on February 01, 2015.
 - A. The new Maturity Date will be August 01, 2043.
 - 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 Servicer but not previously credited to my Loan. The new principal balance of my Note will be \$91,349.37 (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.
 - C. Interest at the rate of 2.000% will begin to accrue on the New Principal Balance as of January 01, 2015 and the first new monthly payment on the New Principal Balance will be due on February 01, 2015. 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 Amount*	Total Monthly Payment*	Payment Begins On	Number of Monthly Payments
1-5	2.000%	01/01/15	\$349.88	\$394.41	\$744.29	02/01/15	60
6	3.000%	01/01/20	\$389.24	\$394.41	\$783.65	02/01/20	12
7-29	3.875%	01/01/21	\$424.31	\$394.41	\$818.72	02/01/21	271

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*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 or step 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 to be 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.
- 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 Servicer has waived this requirement in writing.
- B. That this Agreement shall supersede the terms of any modification, forbearance, Trial Period Plan or Workout Plan that I previously entered into with Servicer.
- 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. I will pay to Servicer 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 Servicer under the Loan Documents; (d) mortgage insurance premiums, if any, or any sums payable to Servicer 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 Servicer requires to be escrowed. These items are called "Escrow Items." I shall promptly furnish to Servicer all notices of amounts to be paid under this Section 4.D. I shall pay Servicer the Funds for Escrow Items unless Servicer waives my obligation to pay the Funds for any or all Escrow Items. Servicer may waive my obligation to pay to Servicer Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, I shall

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pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Servicer and, if Servicer requires, shall furnish to Servicer receipts evidencing such payment within such time period as Servicer may require. My 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 I am obligated to pay Escrow Items directly, pursuant to a waiver, and I fail to pay the amount due for an Escrow Item, Servicer may exercise its rights under the Loan Documents and this Agreement and pay such amount and I shall then be obligated to repay to Servicer any such amount. Servicer 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, I shall pay to Servicer all Funds, and in such amounts, that are then required under this Section 4.D.

Servicer may, at any time, collect and hold Funds in an amount (a) sufficient to permit Servicer 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 Servicer can require under RESPA. Servicer 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 Servicer, if Servicer is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Servicer shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Servicer shall not charge me for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Servicer pays me interest on the Funds and applicable law permits Servicer to make such a charge. Unless an agreement is made in writing or applicable law requires interest to be paid on the Funds, Servicer shall not be required to pay me any interest or earnings on the Funds. Servicer and I can agree in writing, however, that interest shall be paid on the Funds. Servicer shall provide me, 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, Servicer shall account to me for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Servicer shall notify me as required by RESPA, and I shall pay to Servicer 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, Servicer shall notify me as required by RESPA, and I shall pay to Servicer 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 the Loan Documents, Servicer shall promptly refund to me any Funds held by Servicer.

- E. That the Loan Documents are composed of 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

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- 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 Servicer 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, I agree as follows: If all or any part of the Property or any interest in it is sold or transferred without Servicer's prior written consent, Servicer may, at its option, require immediate payment in full of all sums secured by the Mortgage. However, Servicer 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 Servicer exercises this option, Servicer 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, Servicer may invoke any remedies permitted by the Mortgage without further notice or demand on me.
- H. That, as of the Modification Effective Date, I understand that the Servicer 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.
- That, as of the Modification Effective Date, any provision in the Note, as amended, for the
 assessment of a penalty for full or partial prepayment of the Note must be waived with
 respect to any borrower "pay for performance."
- J. That, I will cooperate fully with Servicer in obtaining any title endorsement(s), or similar title insurance product(s), and/or subordination agreement(s) that are necessary or required by the Servicer'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 not withstanding anything else to the contrary in this Agreement, the Servicer 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 Plan if an error is detected after execution of this Agreement. I understand that a corrected Agreement will be provided to me and this Agreement will be void and of no legal effect upon notice of such error. If I elect not to sign any such corrected Agreement, 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 Servicer and Servicer'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 Servicer including, but not limited to, releasing and canceling the mortgage loan.

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M. In the event of future default, Borrower authorizes Lender and Lender's successors and assigns, to share certain Borrower public and non-public personal information including, but not limited to (i) name, address, telephone number, (ii) Social Security Number, (iii) credit score, (iv) income, and (v) payment history and information about Borrower's account balances and activity, with an authorized third party, which may include, but is not limited to, a counseling agency, state or local Housing Finance Agency, or similar entity that is assisting Borrower in connection with obtaining a foreclosure prevention alternative, including the Trial Period Plan to modify Borrower's loan ("Authorized Third Party").

Borrower understands and consents to Lender or Authorized Third Party, as well as Fannie Mae (the owner of Borrower's loan), disclosing such personal information and the terms of any relief or foreclosure prevention alternative, including the terms of the Trial Period Plan to modify Borrower's loan, to 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 the loan or any other mortgage loan secured by the Property on which Borrower is obligated.

Borrower consents to being contacted by Fannie Mae, Lender, or Authorized Third Party 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 Authorized Third Party.

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

 N. I agree 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 Servicer's request to execute, acknowledge, initial and deliver to the Servicer any documentation the Servicer deems necessary. If the original promissory note is replaced, the Servicer hereby indemnifies me against any loss associated with a demand on the original note. All documents the Servicer 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 Servicer'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. Any and all attorneys fees and legal costs incurred by Borrower or its representatives, with respect to this loan, will be the sole responsibility of the Borrower.

Contract Code DFW

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In Witness Whereof, the Servicer and I have executed this Agreement.	
Seterus, Inc. Authorized Signer	Date
LEIST STEVEN D	

LEIST, STEVEN P
HOME AFFORDABLE MODIFICATION AGREEMENT – Single Family – Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
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EXHIBIT C

Chase

AFTER RECORDING PLEASE RETURN TO: SPRINGDALE TITLE AGENCY, L.L.C. 11503 SPRINGFIELD PIKE, SUITE 100 CINCINNATI, OH 45246

> Wayne Coates Hamilton County Recorders Office Doc #: 09-0001348 Type: NT Filed: 01/06/09 11:01:45 AM Off.Rec.: 11035 60636 F S74 16

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MORTGAGE

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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

December 18, 2008

together with all Riders to this document.

(B) "Borrower" is Steven P Leist, ** married person and Rebecca Leist, his spouse

**a/k/a Steven T. Leist

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.

(D) "Lender" is AMERICAN MORTGAGE SERVICE COMPANY

Lender is a AN OHIO CORPORATION organized and existing under the laws of THE STATE OF OHIO Lender's address is 11503 SPRINGFIELD PIKE, CINCINNATI, OH 45246

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OHIO-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

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VMP Mortgage Solutions, Inc.

(E) "Note" means the promissory note signed by Borrower and dated December 18, 2008. The Note states that Borrower owes Lender Eighty Nine Thousand Seven Hundred Fifty and no/100 Dollars (U.S. \$89,750.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than January 1, 2039 (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. (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]: Adjustable Rate Rider Planned Unit Development Rider 1-4 Family Rider Other(s) [specify]						
(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. Section 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.						
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(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.

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 of HAMILTON:

[Type of Recording Jurisdiction]
SEE ATTACHED EXHIBIT "A"

[Name of Recording Jurisdiction]

Parcel ID Number: SSI-0012-0(06-00) 3618 Puhlman Ave Cincinnati ("Property Address"):

which currently has the address of \$[Street]\$ [City] , Ohio \$45211-3427\$ [Zip Code]

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

BORROWER COVENANTS that Borrower is lawfully 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.

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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 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

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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

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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

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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.

Lênder 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

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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 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

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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.

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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.

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.

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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; Rnles 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.

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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 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.

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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.

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, LEIST.S HAR

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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,

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 Section 5301.233 of the Revised Code of Ohio.

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

Witnesses:	- Otarox	PSet
	Steven P L a/k/a Steven T.	eist -Borrower Leist
	Rebecca Le	(Seal) -Borrower
	(Seal) -Borrower	(Seal) -Borrower
	(Seal) -Borrower	(Seal) -Borrower
	(Seal) -Borrower	(Seal) -Borrower
LEIST, S HAR	Page 14 of 15	() Form 3036 1/01

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STATE OF OHIO,

Hamilton

County ss:

This instrument was acknowledged before me this 18th day of December 2008 by Steven P Leist a/k/a Steven T. Leist and Rebecca Leist, husband and wife

My Commission Expires:



MICHAEL T. YOUNG

Attorney at Law Notary Public, State of Ohio My Commission Has No Expiration Date. Section 147.03 O.R.C.

This instrument was prepared by

SPRINGDALE TITLE AGENCY, L.L.C. 11503 SPRINGFIELD PIKE, SUITE 100

Stephen P Kenter

CINCINNATI, OH 45246

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EXHIBIT "A"

Situated in the City of Cheviot and being more particularly described as follows:

Being in Section 10, Township 2, Fractional Range 2, Green Township, and being more particularly described as follows:

Beginning at a point in the north line of Puhlman Avenue, eight hundred (800) feet east of the west line of Section 10; thence continuing along the north line of Puhlman Avenue, South 88 degrees 56 minutes east fifty (50) feet to a point; thence North 0 degrees 37 minutes east two hundred sixty-five and 53/100 (265.53) feet to a point; thence North 89 degrees 02 minutes west, fifty (50) feet to a point; thence South 0 degrees 37 minutes west, two hundred sixty-five and 44/100 (265.44) feet to a point in the north line of Puhlman Avenue, the place of beginning.

Property Address: 3618 Puhlman Ave.

Cincinnati, Ohio 45211

Parcel Number: 551-0012-0106-00

EXHIBIT D

Wagne Coates Hamilton County Recorders Office Doc #: 12-0074191 Type: AN Filed: 06/13/12 10:40:51 AM \$36.00 Off.Rec.: 12040 01260 F 3 221

After recording return to: CHASE RECORDS CENTER ATTN: RECORDING DEPT. PO BOX 8000 MONROE, LA 71203

Parcel ID No.: 5510012010600



-[Space Above This Line For Recording Data]-

Loan No

MIN

OHIO ASSIGNMENT OF MORTGAGE

For Value Received, Mortgage Electronic Registration Systems, Inc. ("MERS"), as nominee for AMERICAN MORTGAGE SERVICE COMPANY, its successors and assigns, (herein "Assignor") does hereby assign and transfer unto JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, its successors and assigns, (herein "Assignee"), whose address is 700 KANSAS LANE, MC 8000, MONROE, LA 71203, all its right, title and interest in and to a certain Mortgage dated December 18, 2008 and recorded on January 6, 2009 made and executed by STEVEN P. LEIST A/K/A STEVEN T. LEIST AND REBECCA LEIST, upon the following described property situated in HAMILTON County, State of Ohio:
Property Address: 3618 PUHLMAN AVENUE, CINCINNATI, OH 45211

SITUATED IN THE CITY OF CHEVIOT AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING IN SECTION 10, TOWNSHIP 2, FRACTIONAL RANGE 2, GREEN TOWNSHIP, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT TO THE NORTH LINE OF PUHLMAN AVENUE, EIGHT HUNDRED (800) FEET EAST OF THE WEST LINE OF SECTION 10; THENCE CONTINUING ALONG THE NORTH LINE OF PUHLMAN AVENUE, SOUTH 88 DEGREES 56 MINUTES EAST FIFTY (50) FEET TO A POINT; THENCE NORTH 0 DEGREES 37 MINUTES EAST TWO HUNDRED SIXTY-FIVE AND 53/100 (265.53) FEET TO A POINT; THENCE NORTH 89 DEGREES 02 MINUTES WEST, FIFTY (50) FEET TO

5/2/2012 11:13:00 AM MERS TELEPHONE:

Ohio Assignment of Mortgage (From MERS to a Non-MERS Servicer /Investor)
JPMorgan Chase Bank N.A. Page 1 of 3

MERS Modified OH 01/12

A POINT; THENCE SOUTH 0 DEGREES 37 MINUTES WEST, TWO HUNDRED SIXTY-FIVE AND 44/100 (265.44) FEET TO A POINT IN THE NORTH LINE OF PUHLMAN AVENUE, THE PLACE OF BEGINNING.

such Mortgage having been given to secure payment of Eighty Nine Thousand Seven Hundred Fifty and 00/100ths (\$89,750.00),

which Mortgage is of record in Book, Volume or Liber No. 11035, at Page 00636 (or as No. 09-0001348), in the Office of the County Clerk of HAMILTON County, State of Ohio, and all rights accrued or to accrue under such Mortgage.

TO HAVE AND TO HOLD, the same unto Assignee, its successor and assigns, forever, subject only to the terms and conditions of the above-described Mortgage.

IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment of Mortgage on 5/22/12..........

Mortgage Electronic Registration Systems, Inc. : ("MERS")

By: Sok

5/2/2012 11:13:00 AM

MERS TELEPHONE:

Ohio Assignment of Mortgage (From MERS to a Non-MERS Servicer/Investor)
JPMorgan Chase Bank N.A. Page 2 of 3

MERS Modified OH 01/12

ACKNOWLEDGMENT

EXHIBIT E

Wayne Coates Hamilton County Recorder's Office Doc #: 14-0058838 Type: AM Filed: 06/17/14 03:35:35 PM \$36.00

Off. Rec.: 12632 01830 F 3 382

After recording return to: PEIRSONPATTERSON, LLP ATTN: RECORDING DEPT. 13750 OMEGA ROAD DALLAS, TX 75244-4505

Parcel ID No.: 551-0012-0106-00

[Space Above This Line For Recording Data]—————Loan No.:

OHIO ASSIGNMENT OF MORTGAGE

For Value Received, JPMorgan Chase Bank, National Association, the undersigned holder of a Mortgage (herein "Assignor") does hereby grant, sell, assign, transfer and convey, unto FEDERAL NATIONAL MORTGAGE ASSOCIATION, (herein "Assignee"), whose address is 14221 Dallas Parkway, Suite 100, Dallas, TX 75254, all its right, title and interest in and to a certain Mortgage dated December 18, 2008 and recorded on January 6, 2009, made and executed by STEVEN P. LEIST AKA STEVEN L. LEIST AND REBECCA LEIST, to and in favor of AMERICAN MORTGAGE SERVICE COMPANY, upon the following described property situated in HAMILTON County, State of Ohio:

Property Address: 3618 PUHLMAN AVE, CINCINNATI, OH 45211

See exhibit "A" attached hereto and made a part hereof.

such Mortgage having been given to secure payment of Eighty Nine Thousand Seven Hundred Fifty and 00/100ths (\$89,750.00), which Mortgage is of record in Book, Volume or Liber No. 11035, at Page 636 (or as No. N/A), in the Office of the County Clerk of HAMILTON County, State of Ohio.

TO HAVE AND TO HOLD, the same unto Assignee, its successor and assigns, forever, subject only to the terms and conditions of the above-described Mortgage.

Ohio Assignment of Mortgage JPMorgan Chase Bank N.A. Project W2847

Page 1 of 2

OH 01/12 Rev. 02/14

Ohio Assignment of Mortgage JPMorgan Chase Bank N.A. Project W2847	Page 2 of 2	OH 01/12 Rev. 02/14
PEIRSONPATTERSON, LLP 13750 OMEGA ROAD DALLAS, TX 75244-4505		
This instrument was prepared by:		
[Space Below This	Line For Prepared by Information]	
(Seal, if any)	My Commission Expires: LIFET	IME
EVA REESE OUACHITA PARISH, LOUISIANA LIFETIME COMMISSION NOTARY ID# 17070	Serial Number, if any: W	
	Title or Rank	
	NOTARY PUBLIC	
	Eva Kerse Printed Name	
	Signature of Person Taking Acknow	ledgment
	lun to	len
the instrument to be the free act and deed of the na	ational association.	
association and that the instrument was signed at board of directors and that Dessica A	nd sealed on behalf of the national asso	ociation by authority of its acknowledged
me duly sworn (or affirmed) did say that he/she i. Bank, National Association, and that the seal	s the Mce Vresident affixed to said instrument is the corpo	, of JPMorgan Chase prate seal of said nationa
On this day of Dessica Alston me duly sworn (or affirmed) did say that he/she i. Bank, National Association, and that the seal	(ipr: () 36/4 , 1	before me appeared ally known, who, being by
Parish of Ouachita	§	
	8 §	
Bank, National Bank,	g	
THE SEAL OF THE ACE	KNOWLEDGMENT	
MILLINIA CEAL COLOR	Its: Vice Presiden	+
O CRED O SEAL SEAL SEAL SEAL SEAL SEAL SEAL SEAL	Jessica Miste	n
S. ORPORATE . S.	By les al	-l=
Juliank, National	JRMorgan Chase Bank, N	ational Association
	A asiamam	
<u>4-11-2014</u> .	Assignor:	

Exhibit A

THE FOLLOWING DESCRIBED PROPERTY SITUATED IN HAMILTON COUNTY, STATE OF OHIO, TO WIT:

SITUATED IN THE CITY OF CHEVIOT AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING IN SECTION 10, TOWNSHIP 2, FRACTIONAL RANGE 2, GREEN TOWNSHIP, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT A POINT IN THE NORTH LINE OF PUHLMAN AVENUE, EIGHT HUNDRED (800) FEET EAST OF THE WEST LINE OF SECTION 10; THENCE CONTINUING ALONG THE NORTH LINE OF PUHLMAN AVENUE, SOUTH 88 DEGREES 56 MINUTES EAST FIFTY (50) FEET TO A POINT; THENCE NORTH 0 DEGREES 37 MINUTES EAST TWO HUNDRED SIXTY-FIVE AND 53/100 (265.53) FEET TO A POINT; THENCE NORTH 89 DEGREES 02 MINUTES WEST, FIFTY (50) FEET TO A POINT; THENCE SOUTH 0 DEGREES 37 MINUTES WEST, TWO HUNDRED SIXTY-FIVE AND 44/100 (265.44) FEET TO A POINT IN THE NORTH LINE OF PUHLMAN AVENUE, THE PLACE OF BEGINNING.

PRIOR INSTRUMENT REFERENCE: OFFICIAL RECORD BK. 3908, PG. 96, OF THE DEED RECORDS OF HAMILTON COUNTY, OHIO.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY.

EXHIBIT F

Scott Crowley Hamilton County Recorder's Office Doc #: 2022-0021852 Type: AM Filed: 03/01/22 08:48:12 AM \$42.00 Off. Rec.: 14614 01337 F 3 203

b1461401337Fb

Investor Loan Number Loan Number

When Recorded Return To: Fannie Mae C/O Nationwide Title Clearing, LLC 2100 Alt. 19 North Palm Harbor, FL 34683

ASSIGNMENT OF MORTGAGE

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, FEDERAL NATIONAL MORTGAGE ASSOCIATION, WHOSE ADDRESS IS 5600 GRANITE PKWY., BUILDING VII, PLANO, TX 75024, (ASSIGNOR), by these presents does convey, grant, assign, transfer and set over the described Mortgage with all interest secured thereby, all liens, and any rights due or to become due thereon to MCLP ASSET COMPANY, INC., WHOSE ADDRESS IS 2001 ROSS AVENUE, SUITE 2800, DALLAS, TX 75201, ITS SUCCESSORS AND ASSIGNS, (ASSIGNEE).

Said Mortgage executed by: STEVEN P LEIST A/K/A STEVEN T LEIST AND REBECCA LEIST (current owner) and recorded in the Record of Mortgages Book 11035 and Page 00636 in the office of the Recorder of HAMILTON, Ohio.

More particularly described as follows (if needed), to wit: SEE EXHIBIT A ATTACHED

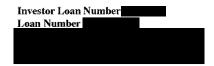
IN WITNESS WHEREOF, the undersigned has hereunto set its hand by its proper officer this 01st day of March in the year 2022

FEDERAL NATIONAL MORTGAGE ASSOCIATION, by NATIONWIDE TITLE CLEARING, LLC, its Attorney-in-Fact

SIERRA ELLIOTT

VICE PRESIDENT

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



STATE OF FLORIDA COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization on this 01st day of March in the year 2022, by Sierra Elliott as VICE PRESIDENT of NATIONWIDE TITLE CLEARING, LLC as Attorney-in-Fact for FEDERAL NATIONAL MORTGAGE ASSOCIATION, who, as such VICE PRESIDENT being authorized to do so, executed the foregoing instrument for the purposes therein contained. He/she/they is (are) personally known to me.

JULIE MARTENS

COMM EXPIRES: 5/22/2022

JULIE MARTENS
Notary Public - State of Florida
Commission # GG 221059
My Comm. Expires May 22, 2022
Bonded through National Notary Assn.

I hereby proclaim this document is an original document with electronic signatures, dated this 01st day of March in the year 2022.

SIERRA ELLIOTT VICE PRESIDENT

Document Prepared By: Dave LaRose/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683



'EXHIBIT A'

SITUATED IN THE CITY OF CHEVIOT AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEING IN SECTION 10, TOWNSHIP 2, FRACTIONAL RANGE 2, GREEN TOWNSHIP, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF PUHLMAN AVENUE, EIGHT HUNDRED (800) FEET EAST OF THE WEST LINE OF SECTION 10; THENCE CONTINUING ALONG THE NORTH LINE OF PUHLMAN AVENUE, SOUTH 88 DEGREES 56 MINUTES EAST FIFTY (50) FEET TO A POINT; THENCE NORTH 0 DEGREES 37 MINUTES EAST TWO HUNDRED SIXTY-FIVE AND 53/100 (265.53) FEET TO A POINT; THENCE SOUTH 0 DEGREES 37 MINUTES WEST, TWO HUNDRED SIXTY-FIVE AND 44/100 (265.44) FEET TO A POINT IN THE NORTH LINE OF PUHLMAN AVENUE, THE PLACE OF BEGINNING.



EXHIBIT G

PRELIMINARY JUDICIAL REPORT Issued by CHICAGO TITLE INSURANCE COMPANY

Order No.:

GUARANTEED PARTY: MCLP ASSET COMPANY, INC.

GUARANTEED PARTY ADDRESS: 2001 ROSS AVENUE, SUITE 2800, DALLAS, TX 75201

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 \$62,251.00. 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 STEVEN T. LEIST AND REBECCA T. LEIST, HUSBAND AND WIFE, FOR THEIR JOINT LIVES, REMAINDER TO THE SURVIVOR OF THEM by instrument recorded in Book 10634, Page 1731, Instrument No. 07-0123790 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: 07/14/2023

Signed By:

Issued By: SERVICELINK, LLC.

CHICAGO TITLE INSURANCE COMPANY

Michael J. Nola President

AUTHORIZED SIGNATORY

Form No. 72-40935 Preliminary Judicial Report (04/15/2010)



SCHEDULE A DESCRIPTION OF LAND

SITUATED IN THE CITY OF CHEVIOT AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING IN SECTION 10, TOWNSHIP 2, FRACTIONAL RANGE 2, GREEN TOWNSHIP, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF PUHLMAN AVENUE, EIGHT HUNDRED (800) FEET EAST OF THE WEST LINE OF SECTION 10; THENCE CONTINUING ALONG THE NORTH LINE OF PUHLMAN AVENUE, SOUTH 88 DEGREES 56 MINUTES EAST FIFTY (50) FEET TO A POINT; THENCE NORTH 0 DEGREES 37 MINUTES EAST TWO HUNDRED SIXTY-FIVE AND 53/100 (265.53) FEET TO A POINT; THENCE NORTH 89 DEGREES 02 MINUTES WEST, FIFTY (50) FEET TO A POINT; THENCE SOUTH 0 DEGREES 37 MINUTES WEST, TWO HUNDRED SIXTY-FIVE AND 44/100 (265.44) FEET TO A POINT IN THE NORTH LINE OF PUHLMAN AVENUE, THE PLACE OF BEGINNING.

PROPERTY ADDRESS:

3618 PUHLMAN AVE. CINCINNATI, OHIO 45211

PARCEL NUMBER: 551-0012-0106-00



SCHEDULE B

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

1. GENERAL AND SPECIAL STATE, COUNTY AND/OR CITY PROPERTY TAXES FOR THE FISCAL YEAR 2022, AS

FOLLOWS:

ASSESSOR'S PARCEL NO.: 551-0012-0106-00

ASSESSOR'S TAX ID: 551-0012-0106-00

TOTAL: \$2,591.30

FIRST INSTALLMENT: \$1,234.72 PAID (DUE DATE:N/A) SECOND INSTALLMENT: \$1,356.58 OPEN (DUE DATE:N/A)

LAND VALUE: \$8,120.00

IMPROVEMENT VALUE: \$26,400.00

EXEMPTION:

SPECIAL ASSESSMENT:N/A

NOTES:

- 2. SUBJECT TO EASEMENTS, RESTRICTIONS, SETBACK LINES, DECLARATIONS, COVENANTS, RESERVATION, AND RIGHT-OF WAY, IF ANY THAT WERE FILED FOR RECORD PRIOR TO THE LIEN BEING FORECLOSED.
- 3. ANY LEASE, GRANT, EXCEPTION OR RESERVATION OF MINERALS OR MINERAL RIGHTS TOGETHER WITH ANY RIGHTS APPURTENANT THERETO.
- 4. 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.
- 5. ANY INACCURACY IN THE AREA, SQUARE FOOTAGE, OR ACREAGE OF LAND DESCRIBED IN SCHEDULE A OR ATTACHED PLAT, IF ANY. THE COMPANY DOES NOT INSURE THE AREA, SQUARE FOOTAGE, OR ACREAGE OF THE LAND.
- 6. SUBJECT TO MORTGAGE FROM STEVEN P. LEIST A/K/A STEVEN T. LEIST, A MARRIED PERSON AND REBECCA LEIST, HIS SPOUSE TO MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") AS NOMINEE FOR AMERICAN MORTGAGE SERVICE COMPANY, ITS SUCCESSORS AND ASSIGNS IN BOOK 11035, PAGE 636, INSTRUMENT NO. 09-0001348 IN THE AMOUNT OF \$89,750.00, DATED 12/18/2008, RECORDED 01/06/2009, IN HAMILTON COUNTY RECORDS.

NO CONDO/PUD RIDER

- a. ASSIGNMENT OF RECORD BETWEEN MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS NOMINEE FOR AMERICAN MORTGAGE SERVICE COMPANY, ITS SUCCESSORS AND ASSIGNS AND JPMORGAN CHASE BANK, NATIONAL ASSOCIATION AS SET FORTH IN BOOK 12040, PAGE 1260, INSTRUMENT NO. 12-0074191, DATED 05/22/2012, RECORDED 06/13/2012 IN HAMILTON COUNTY RECORDS.
- b. ASSIGNMENT OF RECORD BETWEEN JPMORGAN CHASE BANK, NATIONAL ASSOCIATION AND FEDERAL NATIONAL MORTGAGE ASSOCIATION AS SET FORTH IN BOOK 12632, PAGE 1830, INSTRUMENT NO. 14-0058838, DATED 04/11/2014, RECORDED 06/17/2014 IN HAMILTON COUNTY RECORDS.
- c. ASSIGNMENT OF RECORD BETWEEN FEDERAL NATIONAL MORTGAGE ASSOCIATION, BY NATIONWIDE TITLE CLEARING, LLC, ITS ATTORNEY IN FACT AND MCLP ASSET COMPANY, INC. AS SET FORTH IN BOOK 14614, PAGE 1337, INSTRUMENT NO. 2022-0021852, DATED 03/01/2022, RECORDED 03/01/2022 IN HAMILTON COUNTY RECORDS. NO POA FOUND

Form No. 72-40935

SCHEDULE B

(Continued)

- 7. SUBJECT TO STATE TAX LIEN FILED 10/14/2014 AGAINST STEVE P LIEST AND REBECCA J. LEIST, BY STATE OF OHIO DEPARTMENT OF TAXATION, IN THE AMOUNT OF \$2,603.42, PLUS INTEREST AND COSTS, IN CASE NO. 14-021850 OF HAMILTON COUNTY RECORDS. ATTORNEY INFORMATION IS NOT AVAILABLE OR DOES NOT APPLY.
- 8. SUBJECT TO STATE TAX LIEN FILED 12/29/2017 AGAINST STEVE P LIEST, BY STATE OF OHIO DEPARTMENT OF TAXATION, IN THE AMOUNT OF \$1,109.52, PLUS INTEREST AND COSTS, IN CASE NO. CJ17-026675 OF HAMILTON COUNTY RECORDS. ATTORNEY INFORMATION IS NOT AVAILABLE OR DOES NOT APPLY.
- 9. SUBJECT TO DIVORCE FILED 08/02/2022 AGAINST STEVE LEIST, BY REBECCA LEIST, IN THE AMOUNT OF, PLUS INTEREST AND COSTS, IN CASE NO. DR2001971 OF HAMILTON COUNTY RECORDS. ATTORNEY INFORMATION IS NOT AVAILABLE OR DOES NOT APPLY.
- 10. SUBJECT TO STATE TAX LIEN FILED 01/03/2023 AGAINST STEVE P LIEST, BY STATE OF OHIO DEPARTMENT OF TAXATION, IN THE AMOUNT OF \$488.89, PLUS INTEREST AND COSTS, IN CASE NO. CJ23-000072 OF HAMILTON COUNTY RECORDS. ATTORNEY INFORMATION IS NOT AVAILABLE OR DOES NOT APPLY.
- 11. SUBJECT TO JUDGMENT FILED 06/30/2023 AGAINST STEVEN P LEIST, BY CLERK OF COURTS HAMILTON COUNTY, OH, IN THE AMOUNT OF \$3,045.50, PLUS INTEREST AND COSTS, IN CASE NO. 23018210 OF HAMILTON COUNTY RECORDS. ATTORNEY INFORMATION IS NOT AVAILABLE OR DOES NOT APPLY.

Form No. 72-40935

CONDITIONS AND STIPULATIONS OF THIS PRELIMINARY JUDICIAL REPORT

1. Definition of Terms

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

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

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

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

2. Determination of Liability

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

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

3. Liability of Company

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

4. Notice of Claim to be given to Guaranteed Party

In case knowledge shall come to the Guaranteed Party of any lien, encumbrance, defect, or other claim of title guaranteed against and not excepted in this Report, whether in a legal proceeding or otherwise, the Guaranteed Party shall notify the Company within a reasonable time in writing and secure to the Company the right to oppose such proceeding or claim, or to remove said lien, encumbrance or defect at its own cost. Any action for the payment of any loss under this Report must be commenced within one year after the Guaranteed Party receives actual notice that they may be required to pay money or other compensation for a matter covered by this Report or actual notice someone claims an interest in the Land covered by this Report.

5. Extent of Liability

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

Form No. 72-40935 Preliminary Judicial Report (04/15/2010)

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

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

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

7. Notices

All notices required to be given to the Company shall be given promptly and any statements in writing required to be furnished to the Company shall be addressed to: CHICAGO TITLE INSURANCE COMPANY

P.O. BOX 45023 JACKSONVILLE, FL 32232-5023 Attn: Claims Department

Form No. 72-40935

EXCLUSIONS FROM COVERAGE

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

Form No. 72-40935 Preliminary Judicial Report (04/15/2010)

SERVICELINK PRIVACY NOTICE

ServiceLink ("our," "us," or "we") respects and is committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

Collection of Personal Information

ServiceLink may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information);
- information about your use of, or interaction with, our or others' websites or advertisements; and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- you or your agent;
- your transactions or interactions with ServiceLink, our affiliates, or others;
- third party advertising vendors; and
- consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

ServiceLink automatically collects the following types of Browsing Information when you access our website found at svclnk.com, online service, or application from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on our website, such as date and time of your visit to the website, and visits to the pages within our website.

Like most websites, our servers automatically log each visitor to our website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our website. Browsing Information generally does not reveal anything personal about you, though if you have created a user account with us and are logged into that account, then we may be able to link certain browsing activity to your user account.

Other Online Specifics

<u>Cookies</u>. When you visit our website, if you consent, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience by, for example, helping the website load properly or customizing the display page based on your browser type and user preferences. Cookie information also helps us and our third party advertising vendors provide you with targeted advertisements. You can choose whether or not to accept cookies by using the cookie banners found on our website or changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the website.

<u>Web Beacons</u>. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our website.

<u>Do Not Track</u>. Our website responds to "Do Not Track" features enabled through your browser in the following ways. As explained in this notice, we use certain technologies to collect information about your online activities on our websites over time. You can opt out of such tracking on these websites by changing the settings on the cookie banner found on our website. Our website technology also recognizes Global Privacy Control signals through most web browsers.

<u>Links to Other Sites</u>. Our website may contain links to unaffiliated third-party websites. We are not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Third Party Advertisers. We work with third-party vendors to advertise our products online. These vendors, such as Google and LinkedIn, show our ads on various websites across the internet and use technologies such as cookies, device identifiers, and/or remarketing pixels, to show ads based on certain criteria, including your prior use of our websites or app(s). We will not share information regarding your use of our website or apps with those third-party advertisers if you opt out of such cookie sharing. If you want to manage our use of cookies, use the cookie banner found on our website. To opt out of Google's use of cookies or device identifiers more broadly, you can adjust your Google Ads Settings. Alternatively, you can opt out of a third-party vendor's use of cookies by visiting the Network Advertising Initiative opt-out page found at https://optout.networkadvertising.org/?c=1 or control the use of device identifiers by using your device's settings. In addition, LinkedIn members can adjust their settings at https://www.linkedin.com/help/linkedin/answer/125463/manage-cookie-preferences?lang=en, while non-members can adjust LinkedIn's cookie use at https://www.linkedin.com/psettings/guest-controls.

Use of Personal Information

ServiceLink uses Personal Information for three main purposes:

- To provide or advertise products and services to you or your company or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated and nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated and nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of ServiceLink, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal

Information with affiliates (other companies owned by Fidelity National Financial, Inc. ("FNF") to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of our business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to us, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

If you do not want us to share your information among our affiliates to directly market to you, you may send an "opt out" request as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

Whether you submit Personal Information or Browsing Information to us is entirely up to you. If you decide not to submit Personal Information or Browsing Information, we may not be able to provide certain services or products to you.

<u>For California Residents</u>: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website or call (888) 413-1748.

<u>For Nevada Residents</u>: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginquiries@ag.state.nv.us.

<u>For Oregon Residents</u>: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

<u>For Vermont Residents</u>: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

<u>For Virginia Residents</u>: For additional information about your Virginia privacy rights, please visit the following link, <u>Privacy Request</u>, or call (888) 714-2710.

Information From Children

Our website is not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

Our headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing us with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to us, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, visit ServiceLink's Opt Out Page or contact us by phone at (888) 714-2710 or by mail to:

ServiceLink NLS, LLC c/o Fidelity National Financial, Inc. 601 Riverside Avenue, Jacksonville, Florida 32204 Attn: Chief Privacy Officer