

PAVAN PARIKH HAMILTON COUNTY CLERK OF COURTS

COMMON PLEAS DIVISION

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Hamilton County, Ohio
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CARRINGTON MORTGAGE SERVICES LLC vs. ROXANNE ADAMS A 2303716

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THIS IS IN CONNECTION WITH THE COLLECTION OF A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

SMG/JK #23-00525 08/30/2023

IN THE COURT OF COMMON PLEAS, HAMILTON COUNTY, OHIO Civil Division

CARRINGTON MORTGAGE : CASE NO.

SERVICES, LLC :

1600 South Douglass Road, #200A : JUDGE

Anaheim, CA 92806 :

.

Plaintiff : <u>COMPLAINT FOR MONEY</u>,

FORECLOSURE, AND OTHER

- vs - : <u>EQUITABLE RELIEF</u>

•

ROXANNE ADAMS : <u>PARCEL NUMBER:</u> 2240 ROSEDALE AVENUE : <u>528-0002-0209-00</u>

CINCINNATI, OH 45237 :

:

JOHN DOE, NAME UNKNOWN, UNKNOWN SPOUSE IF ANY OF :

ROXANNE ADAMS : 2240 ROSEDALE AVENUE :

CINCINNATI, OH 45237

UNION SAVINGS BANK C/O ERIC GLAZER, S/A 8805 GOVERNORS HILL DRIVE CINCINNATI, OH 45249

Defendants

FIRST COUNT

1. Plaintiff is in possession and entitled to enforce a note executed by the Defendant, Roxanne Adams, a copy of which is attached hereto as Exhibit "A". By reason of default under the terms of the note and the mortgage securing same, plaintiff has declared the debt evidenced by said note due, and there is due thereon \$130,086.56, together with interest at the rate of 4.2500% per year from April 1, 2023, plus court costs, advances and other charges, as allowed by law. All conditions precedent required under the note, mortgage and other loan documents have been satisfied.

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SECOND COUNT

- 2. Plaintiff incorporates the allegations of Count One and further states that it is the holder of a mortgage, a copy of which is attached hereto as Exhibit "B". The mortgage was given to secure payment of the above-described note, and said mortgage constitutes a valid first lien upon the real estate described in the correct legal description which is attached hereto as Exhibit "C".
- 3. The mortgage was filed for record on October 5, 2021, in Volume 14516, Page 01274 of the county recorder's records and assigned to Plaintiff on March 16, 2023, and recorded on March 23, 2023, in Volume 14879, Page 00806 of the Hamilton County Records. The conditions of defeasance contained therein have been broken, and plaintiff is entitled to have said mortgage foreclosed.
- **4.** Plaintiff says that the defendants herein may claim an interest in the subject property described in the subject mortgage.
- 5. Plaintiff states that the conditions of said Mortgage Deed have been broken, by reason of default in payment, and that the Mortgage Deed has therefore become absolute; Plaintiff has fulfilled all applicable conditions precedent; and Plaintiff is entitled to have the equity of redemption, if any, of the Defendants named herein foreclosed, and to have the subject real property appraised, advertised and sold, and the proceeds arising therefrom applied to the judgment of Plaintiff.

WHEREFORE, plaintiff prays for judgment against Defendant, Roxanne Adams, in the amount of \$130,086.56, together with interest at the rate of 4.2500% per year from April 1, 2023, plus costs, advances, and other charges, as allowed by law; that plaintiff's mortgage, be adjudged a valid first lien upon the real estate described herein, and that said mortgage be foreclosed; that said real property be ordered sold, and that plaintiff be paid out of the proceeds of such sale; for such other relief, legal and equitable, as may

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be proper and necessary; and that all the other defendants herein be required to set up their liens or interests in said real estate or be forever barred from asserting same.

Respectfully submitted,

Sandhu Law Group, LLC

David T. Brady (0073127)

Suzanne M. Godenswager (0086422)/SM

Austin B. Barnes III (0052130)

Robert E. Daniell (0098708)

Adrienne S. Foster (0080011)

1213 Prospect Avenue, Suite 300

Cleveland, OH 44115

216-373-1001

216-373-1002

sgodenswager@sandhu-law.com

Attorneys for Plaintiff



July 23, 2021

2240 Recedele Avenue, Cincinnati, OH 45237 [Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$133,903.00 (this amol plus interest, to the order of the Lender. The Lender is: Carnington Mortgage Services, L.C. this amount is called "Principal").

I will make all payments under this Note in the form of cash, check or money order.

| 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."

NTEREST

interest will be charged on unpeid principal until the full amount of Principal has been paid. I will pay interest at a

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

3. PAYMENTS

(A) Time and Place of Payments

(A) Time and Plac

I will make my mornthly payments at P.O. Box 860666 Dallas, TX 76268-0586

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. \$658.72.

A. BORROWER'S RIGHT TO PREPAY

A. BORROWER'S RIGHT TO PREPAY

There the right to make payments of Principal at any time before they are due: A payment of Principal only is known as a "Prepayment." Which 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 II 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 Prepayment to account of Principal that I own under this Note. The Note Holder may apply my Prepayment to the account 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.

5. LOAN CHARGES

If a law, which applies to this loan and which acts maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in correction with this loan exceed the permitted limits, then: (a) any such boan change shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums exceeds collected from me which exceeded permitted limits which exceeded permitted limits which exceeded permitted limits which exceeded permitted limits which extends to me. The Note Holder may choose to make this refund by reducing the Principal I owe limiter this Note or by making a direct payment to me. It a refund reduces Principal, the reducing the breated as a partial Propayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the and 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 4.000 % 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.

If I am in default, the Note Holder may send me a uniten notice talling me that if I do not pay the overtue amount by a certain data, the Note Holder may require me to pay immediately the full amount of Principal which has not been pulld and

MULTISTATE FIXED RATE NOTE - Single Family - Famile Manufreddia Mac JM PORM MSTRUMENT - Form \$200 1/01 Modfied for FHA 9/15 (1914 2/15)

Elle Mae, inc. Page 1 of 3



initials: FHA3200NOT (CLS) 07/23/2021 12:15 PM PST

EXHIBIT

LOAN

all the townest that I owe on that amount. That dere 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

ven it; 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 it I am in default at a later lime.

(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' (see

7. GIVING OF NOTICES

Unless applicable law regulaes a different method, any notice that must be given to me under this Note will be given by debiering 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 it I am given a notice of that different address.

8: OBLIGATIONS OF PERSONS UNDER THIS NOTE

a. OBLIGATIONS OF TERSONS UNDER I THE NOTE.
If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises mede in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surely 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, surely or endorser of this Note, is also obligated to keep all of the promises made in this Note. This Note Holder may endorce 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.

8. WAIVERS

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

10. UNIFORM SECURED NOTE

Jim Epifanio

This Note is a uniform instrument with imited varietions 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 Note holder from possible losses which might result if it do not keep the promises which 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 tribrest in Borrower is sold or transferred without Lender's prior written consent.

Lander may require immediate payment in full of all soms secured by this Security Instrument However, this option shall not be exercised by Lender If such exercise is prohibited by Applicable Law.

incition shall not be exercised by Lender it such exercise is pronumed by Augustian 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 14 within which Borrower must pay all sums secured by this Security Instrument. If Borrower falls 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 ROXANNE Landar Carrington Mortgage Services, LLC NHL8 Broker Mortgage Service Company, Parent MHE S IT

MULTISTATE FIXED RATE NOTE - Single Family - Fermile Many Fracidle Mac UNIFORM INSTRUMENT ed for FHA 8/15 (rev. 2/16)

Page 2 of

initials:

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	PAYTO THE ORDER OF:			
	WITHOUT RECOURSE			
	Carrington Mortgage Sarvices, LLC , a Limited Liability Company			
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			И	
			(Sign Original Only)	
	MULTISTATE FIXED RATE NOTE - Single Fainty - Farmis Mea/Freddie Mec UNIFORM Modified for F148 8/15 (res. 2/15)	INSTRUMENT Form 3200	1/01	
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Scott Crowley

Hamilton County Recorder's Office Doc #: 2021-0120110 Type: MT Filed: 10/05/21 07:31:07 AM \$122.00 Off. Rec.: 14516 01274 F 13 187

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When recorded, return to: vmon recorded, return to: Carrington Mortgage Services, LLC ATTN: Records Management 1600 South Douglass Road, #400 Suites 110 & 200-A Anaheim, CA 92806





DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 10, 12, 17, 19 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 15.

(A) "Security Instrument" means this document, which is dated July 23, 2021, with all Riders to this document.

together

(B) "Borrower" is ROXANNE ADAMS, AN UNMARRIED WOMAN.

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Discrenic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's auccessors and easigms. MERS is the mortgages under this Security Instrument. MERS is organized and existing under the laws of planare, and has an address and telephone number of P.O. Box 2026, Filmi, MI 48501-2028, tal. (888) 878-MERS.

(D) "Lender" is Carrington Mortgage Services, LLC.

Lender is a Limited Liability Company, existing under the laws of Delaware.

OHIO —Single Family—Fannic Mart/Freddio Mac UNIFORM INSTRUMENT Modified for FHA 8/2014 (HUD Handbook 4000.1) Elilie Mee, Inc. Page 1 of 12

Form 3036 1/01

Initials:

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LOAN Lender's address is 1500 South Douglass Road, Sulles 100 & 200-A, Attn: Lending Division, Anaheim, CA 92808

(E) "Note" means the promiseony note signed by Borrower and dated July 23, 2021.

The Note states that Borrower owes Lender ONE HUNDRED THRET THREE THOUSAND MINE HUNDRED THREE AND NOTION

Dollars (U.S. \$123,903.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than August 1, 2051.

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

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

- (f) "Applicable Law" means all controlling applicable federal, state and tocal statutes, regulations, ordinanous 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 of similar organization.
- (K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or straigr paper instrument, which is initiated through an electronic terminal, sleephonic instrument, computer, or negmetic 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. §2801 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to thrie, 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 against to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" and restrictions that are imposed to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" and restrictions that are imposed to the control of the co
- (Q) "Secretary" means the Secretary of the United States Department of Housing and Urban Development or his designee.
- (R) "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.

OHIO-Single Family-Fanois MaefFracdie Mac UNIFORM INSTRUMENT Form 2036 1/61
Nodified for F) IA BIZD (4 (HUD Handbook 4000.1)
Ellie Mare, Inc. Page 2 of 12



LOAN I

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 auccessors and assigns of MERS, with power of sels, the following described property tocated in the County of Hamilton

Type of Recording Jurisdiction) (Name of Recording Jurisdiction):

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".

APN #: 528-0002-0209-00

which currently has the address of 2240 Rosedale Avenue, Clucinnati,

(Street] [City]

Ohio 45237

("Property Address"):

IZIp Code1

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 the 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 end assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreches 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 selsed of the astate 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 coverants for national use and non-uniform coverants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

1. Payment of Principal, Interest, Escrow Items, and Lote Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note 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 mede 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 unpeld, 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) maney order; (c) cartified check, bank check, treasurer's check or cashler's check, provided any such check is drawn upon an institution whose deposits are insured by a tederal agency, instrumentality, or entity; or (d) Electronic Funds Transfer. Payments are deemed received by Lender in accordance with the notice provisions in Section 14. 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 apprent is payment and payments and the future, but Lender is not obligated to apply such payments at the lime such payments are accepted. If each Periodic Payment is applied as of its scheduled due the. 1. Payment of Principal, Interest, Escrow Items, and Late Charges. Borrower shall pay when

OHIO-Single Family-Famile Mac/Preddie Mac UNIFORM INSTRUMENT Form 3036 1/01 Modified for FHA 9/7014 (HUD Handbook 4000.1) Elie Mee, Inc. Page 3 of 12

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LOAN #:

then Lander need not pay interest on unapplied funds. Lender may hold such unapplied fu rower 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 shell relieve Borrower from making payments due under the Note and this Security Institument of performing the coverants. and agreements secured by this Security Instrument.

2. Application of Psyments or Proceeds, Except as otherwise described in this Soction 2, all payments accepted and applied by Lender shall be applied in the following order of priority: First, to the Mortgage Insurance premiums to be paid by Lender to the Secretary or the monthly charge by the Secretary instead of the monthly mortgage Insurance prensiums; Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required; Third, to interest due under the Note; Fourth, to amortization of the principal of the Note; and, Fifth, to late charges due under the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note and the Parisolic Payments.

the Note shall not extend or postpone the due date, or change the amount, of the Periodic Paym

the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments,

3. Funds for Escrew Itams. 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 thems 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 instrance required by Lender under Section 5; and (d) Mortgage Insurance premiums. These Items are caled "Escrew Items." At origination or at any time through the term of the Loan, Lender may require that Community Association Dues, Foes, and Assessments, if any, be escrewed by Borrower, and such dues, leas and assessments shall be an Escrew Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender may walve Borrower's obligation to pay to Lender Funds for any or all Escrew Items. Lender may walve Borrower's obligation to pay to Lender Funds for any or all Escrew Items and others and the event of such walves, Borrower shall pay directly, when and where payable, the amounts due for any Escrew Items for which payment of Funds has been walved by Londor and, if Lender requires, shall furnish to Lender receipts evidencing such payment within auch time period as Lender may require. Borrower fails to pay the amount due for an Escrew Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrew Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrew Items directly, pursuant to a waiver, and Borrower fails to pay the amount and Borrower shall then be obligated under Section 8 to report to Lender receipts existed by Lender receipts and the pay to Lender receipts and pay directly, when any only be in a scord and a section 1 for the payment with a such any oth any time by a notice given in accordance with Section 14 and, upon such revocation, Lender all Funds, and in such amounts, that are then required under this Section 3. n, Borrower shall pay to

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 on a control called a state command as a mount or runus of or on the public of collect and are reasonable makes makes 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, instru-

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentally, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Hume 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, panually analyzing the carrow account, or verifying the Escrow items, unless Lender pays Borrower interest on the Funds and Applicable Law premits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law traquires 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

Borrower any interest or earnings on the Funds. Borrower and Lender canegiree in writing, however, that interest shall be peld on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA. In describe the Borrower, without charge, an annual accounting of the Funds has required by RESPA. Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in excrow, 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 excrow, 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 excured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender:

Page 4 of 12

to Borrower any Funds held by Lender.

OHIO—Single Family—Famile Mass/Freddie Mas UNUFORM (NSTRUMEAT Form 3038 1/01 Modified for FHA 9/2014 (HUD Handbook 4000.1)

Ellie Mee, Inc.

intials:

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LOAN

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.

In Section 3.

Borrower shall promptly discharge any iten which has priority over this Security instrument unless Borrower. (a) agrees in writing to the payment of the obligation secured by the iten in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the iten in good feith by, or defends against enforcement of the iten in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the iten 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.

5. Property Insurance, Borrower shall keep the improvements now existing or herestler 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 Learner requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lander requires. What Lander requires pursuant to the perceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lander's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lander may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification services and subsequent charges each time remappings or similar changes occur which reasonably hight affect such determination or certification. Sourower shall also be reponsible for the payment of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain arry of the coverage described above, Lender may obtain insurence 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 night or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk,

If borrower rais 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 obtaint to purchase any particular type or amount of coverage. Therefore, such coverage shell cover Lender, but might or might not protect Borrower's equity in the Property, or the contents of the Property, against any risk, hezard or liability and might provide greater or lesser coverage than was previously in effect. Borrower advancedages 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 Institutent. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notices from Lender to Borrower requesting payment.

S 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 desapprove such policies, shall include a standard mortgage clause, and shall neme Lender as mortgages and/or as an additional loss payes. 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 mortgages end/or as an additional loss payes.

In the event of loss, Borrower shall give prompt notice to the lissurance certier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance was required by Lender.

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 rectoration or repail of like Property, if the realization or repail is economically feasible and Lender's security is not leasened. During such repair and restoration pariod, 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 therest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessered, the insurance proceeds shall be applied to the sums secured by this Servicy 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 Proporty, Lender may file, negotiate and settle any evailable insurance

If Borrower abandons the Proporty, Londer 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, Then 30-day period will begin when the notice is given. In either event, or if Lender sequings the Puppely

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under Section 24 or otherwise, Borrower hereby assigns to Lender (a) Borrower's right to any insurance proceeds in an amount not to exceed the emounts unpeid under the Note or this Security instrument, and (b) any other of Borrower's rights (other than the right to any refund of uneamed premiums peld by Borrower') under all insurance policies covering the Property, insofer as such rights ere 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 determines that this requirement shall cause undue handship for the Borrower or unless externating 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 deterforsts or commit waste on the Property. Borrower shall maintain the Property in order to prevent the Property from deterforating or decreesing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically leasible. Borrower shall promptly repair the Property if demaged to avoid further deterioration or damage. If insurance or condemnsation proceeds are paid in connection with damage to the Property, Borrower shall be responsible for repairing or restoring the Property only if Londor has released proceeds for such purposes. Lender may dishurse proceeds for the repairs and restoration in a single payment or it is sedies of progress payments as the work is completized, if the insurance or condemnsation proceeds are not sufficient to repair or restore the Property. Borrower is not refleved of Borrower's obligation for the completion of such repair or restoration.

 If condemnsation proceeds are paid in connection with the taking of the property, Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security instrument, first to any delinquent amounts, and then to payment of principal. Any application of the proceeds the property, it has reasonable cause. Lender or its agent may inspect the interior of the improvements on the Property. It has reasonable cause, Lender may inspect the interior of the improvements on the Property. It has reasonable cause, Lender or the rime of or prior to such an interior inspection agent and her property. It has reasonable cause.

Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause

- 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 práctical residence.
- 9. Protection of Lender's interest in the Property and Rights Under tids 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 analyor rights under tids Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may sitiat priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protection and/or sessation the table of the Property and rights under this Security Instrument, including protection and/or sessation the table of the Property and rights under this Security Instrument. 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 actions can include, but are not fimited to: (a) paying any sums secured by a fion 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 bankruptry proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, charge locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or deragerous 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 day or obligation to do so. It is agreed that Lender frours no fisability for not taking any or all sections authorized under its Section 9.

 Any amounts disturned by Lender under this Section 9 shall became additional debt of Borrower secured by this Security Instrument. These amounts shall be a from Lender to Borrower requesting payment. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease, Borrower shall not, without the express written consent of Lender, efter or rancel the ground lease. Borrower shall not, without the express written consent of Lender, efter or

or cancel the ground lease. Borrower shall not, without the express written consent of Lender, efter or amend the ground 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.

Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are Mineby assigned to end shall be paid to Lender.

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if the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repet of the Property, if the restoration or repair is economically feasible and Lender's security is not less-ened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had on opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such trappaction shall be undertaken promptly. Lender may pay for the repairs and testoration 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 inferest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any Interest

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 an imigs on such Miscellaneous Proceeds. If the restoration or repair is not economically fepsible or Lender's security would be lessaned, 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 than 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. Any balance shall be paid to Borrower.

In the event of a 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 in mediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is sh

that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shell 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 18, by causing the action or proceeding to be dismissed with a ruling that, in Londor'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.

11. Borrower Not Released; Forbearance By Lender Not a Walver. 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 Denote to borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successors 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 derasud made by the original Borrower or any Successors in Interest of Borrower or 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.

12. Joint and Several Liability; Co-eigners; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-eigns this Security instrument but does not execute the Note (a "co-eigner"): (a) is co-eigning this Security instrument only to mortgage, grant and convey the co-eigns is interest in the Property under the terms of this Security Instrument; (b) is not presently obligated to pay the sums secured by this Security instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, further or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-eigner's consent.

Subject to the provisions of Section 17, any Successor in Interest of Borrower who assumers to rower's obligations under this Security Instrument in writing, and is approved by Lender, that opinion

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of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's abligations 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 19) and benefit the successors and assigns of Lender.

13. Loan Charges. Londor may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's inferest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. Lender may collect fees and charges subvoirzed by the Secretary. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that taw is finally interpreted as 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 the exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal cwed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial propaymont with no charges in the due date or in the mantity payment amount unless the Note holder agrees in writing to those charges. 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.

- 14. 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's shall constitute notice to Borrower's notice address shall be the Property Address unlass Applicable Law expressly requires etherwise. The notice address shall be the Property Address unlass Borrower have designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower shall promptly notify Lender of Borrower shall only report a 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 et any one time. Any notice to Lender shall be given by delivering it or by meiting 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 Sacurity Instrument shall not be deemed to have been given to Lender unit actually received by Lender. If any notice required by this Security instrument will satisfy the corresponding requirement under this Security instrument.
- 15. Governing Law, Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law, Applicable Law, anging the explicitly or Implicitly show the parties to sgreate by contract or it might be stent, but such allence shall not be construed as a prohibition against agreement by contract. In this event that any provision or dataset 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 the Security Instrument (a) works of the mesculing gender shall mean and furthing com-

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the fermine 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.

- 16. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.
- 17. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 17, "interest in the Property" means any logal or beneficial interest in the Property, including, but not limited to, those beneficial interests mansferred 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.

or escrow agreement, the intent of which is the trensfer 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 acid 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 14 within which Borrower must pay all sums secured by this Security Instrument. If Borrower falls 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.

18. Borrower's Right to Rejustate After Acceleration. If Borrower meets certain conditions Borrower shall have the right to reinstatement of a mortgage. Those conditions are that Borrowey (a) pays

PSC--Single Family-Fannie Maa/Freddie Mac UNIFORM INSTRUMENT odified for FHA 9/2014 (HL/D Handbook 4000.1) Modified for Fi Ellie Mas, inc. Page 8 of 12

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Lender all sums which then would be due under this Security Instrument and the Note as The Le ton had occurred; (b) cures any default of any other covenants or agreements; (c) eave 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 laterest in the Property and rights under this Security Instrument; and (d) takes such action as Lender 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. However, Lender is not required to reinstate if; (i) Lender has accepted reinstatement after the commencement of foredosure proceedings (ii) reinstatement will preclude forecolosure on different grounds in the fature, or (iii) reinstatement will adversely affect the priority of the iten created by this Security Instrument. 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 cashlar's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (b) 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 17. in the case of acceleration under Section 17.

19. Sale of Note; Change of Loan Servicer; Motice 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 "I can Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs climped and servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes 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, 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 conficing. 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 servicer objections to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and ore not assumed by the Note purchaser. and ere not essumed by the Note purchaser unless otherwise provided by the Note purchaser.

20. Borrower Not Third-Party Beneficiary to Contract of Insurance, 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 a greed. Borrower acknowledges and agrees that the Borrower is not a third party beneficiary to the contract of insurance between the Secretary and Lender, norts Borrower shilled to emforce any agreement between Lender and the Secretary unless explicitly authorized to do so by Applicable Law.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those 21. Nazardous Bubstances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wrastes by Environmental Law and the fallowing substances; gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volidite solvents, materials containing asbestos or termeldehyde, and radioactive meterials; (b) "Environmental Law" means federal laws and taws of the jurisdiction where the Property is located that relate to health, safety or emironmental 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. Environmental Cleanup.

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 snyone 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 advantally 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 promptity give Lender written notice of (a) any investigation, cialm, demand, laward

in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, cisim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazerdous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spiling, 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 suthority, 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 quate any obligation on Lender for an Environmental Cleanum. any obligation on Lender for an Environmental Cleanup.

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22. Grownda for Acceleration of Debt.

22. Grounds for Acceleration of Debt, (a) Default. Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument (i). Borrower defaults by falling to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or (ii) Borrower defaults by falling, for a period of thirty days, not perform any other obligations contained in this Security Instrument.

contained in this Security Instrument.

(s) Set Without Credit Approval. Lender shell, if permitted by applicable law (including Section 341(d) of the Gam-St. Germain Depository Institutions Act of 1882, 12 U.S.C. 1701;—3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument If:

(i) All or part of the Property, or a beneficial Interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or har credit has not been approved in accordance with the requirements of the Secretary.

(c) No Walver. If circumstances occur that would permit Lender to require Immediate payment in full, but Lander does hot require such payments, Lender foes not waive its rights with respect to subsequent events.

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

(d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) Mortgage Not Insured. Borrower agrees that if this Security instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the data hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Securitary datat subsequent to 60 days from the data hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unaveilability of insurance is solely due to Lender's failure to remit a mortosse insurance premium to the Secretary. mortgage insurance premium to the Secretary.

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

23. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents end nevenues and hereby directs each lenset of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the

However, prior to Lender's notice to Borrower of Borrower's breach of any covernant or agreement in the Security instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an elsolute essignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower, (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive at of the rents of the Property, and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's sepant on Lender's written demand to the tenant, Borrower has not executed any prior assignment of the rents and has not and will not perform any set that would prevent Lender from exercising its rights under this Section 23.

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

4. Acceleration; Remedies, Lendershell give notice to Borrower prior to acceleration followby Bernower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 17 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 given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date of the section of the sums cure me grant on or present the state specimen in the music may result in acceleration or the surves secured by this Security instrument, foreclosure by judicial proceeding and ealls 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 defence of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specisorrower was executed in the section 24, including but not leaded or found the security instrument without further demand and ray foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in purputs gite remedies provided in this Section 24, including, but not lended to, costs of the evidence.

OHO-Single Family-Familio Nac/Freddie Mac UNIFORM DISTRUMENT Meditled for FHA 928014 (HUE) Hamibook 4000.1)

Form 3038 1/01

Die Mae, Inc.

Page 10 of 12

Initial OHIO IAISDE 0916 OHEDEED (CLS) 07/23/2021 12:15 PM PST



LOAN

If the Lender's interest in this Security instrument is hald by the Secretary and the Security requires immediate payment in full under Section 22, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclasure Act of 1984 ("Act") (12 U.S.C. 3761 et seq.) by requesting a foreclasure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Section 24 or applicable law.

eas. 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.

26. 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 loshed, advanced or paid by Lender to or for the account and benefit of Borrower, after this Security Instrument is delivered to and filled with the Recorder's Office, Hamilton County, Ohlo, for recording. Lender may make such advances in order to pay any real estate taxes and assessments, insurance premiums plus ell other costs and expenses incurred in connection with the operation, protection or preservation of the Princip, injuding 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 26 to admowledge, affirm and comply with the provision of § 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.

ROXANNE APAMS

DATE

State of OHIO

County of HAMILTON

This is an acknowledgement; no eath or attimation was administered to the signer. The foregoing instrument was acknowledged before me this (date) by ROXANNE ADAMS (name(s) of person(s) acknowledged).



TRACY KNIGHT Notary Public - State of Ohio Commission Expires Aug 29, 2024 (Signature of Person Taking Acknowledgeman

(Title or Rank)

My commission expires:

on Mortgage Bervices, LLC

HML rtgage Service Company, Parent HMLS T

Epifanio

OND-Strips remly-Fanois Mas/Fraddis Was INSTRUMENT Modified for PHA 9/2014 (HUID Handbook 4000.1) Page 11 of 12

Form 3035 1/01

Initia

LOAN

THIS INSTRUMENT WAS PREPARED BY: KATHY BOWMAN CARRINGTON MORTGAGE SERVICES, LLC 1800 SOUTH DOMBLASS ROAD, SUITES 100 & 200-A ANAHESS, CA 82808 317-712-5690

OHC-Single Family-Fermix Mee/Freddie Mac UNIFORM IMSTRUMENT Modified for FHA9/2014 (HUD Handbook 4000.1)
Ellie Mae, Inc. Page 12 of 12

M IMSTRUMENT Form 3036 1/01

Initials: OHED 415DE 0915 OHEDEED (CLS) 0//23/21 12:15 PM PST

Exhibit "A" Property Description

All interest in the real estate lying and being in Section 36, Township 4, Fractional Range 2, Miami Purchase, Hamilton County, Ohio and being the West part of lot no. 17 in a proposed subdivision being developed by Alfred L. Emmerich and being more particularly described as follows:

Beginning at a point in the East line of Wiehe Road at a point of 754.30 feet north of the south line of said section 36; thence North 3°15' east with Wiehe road, 193.40 feet to a point in the east line of Wiehe Road, which point is the Northeast comer of Wiehe road and a proposed 50 foot street to be known as Rosedale Avenue; thence South 86°2' East along the north line of said proposed Rosedale Avenue, which point is the point of beginning for the purpose of this description; thence cast along the north line of said proposed Rosedale Avenue on a line parallel with the south line of section 36, 44 feet to a point; thence north on a line parallel with the east line of Wiehe Road 144.60 feet to a point; thence west along a line parallel with the south line of said section 36, 44 feet to a point; thence south on a line parallel with the south line of said section 36, 44 feet to a point; thence south on a line parallel with the east line of Wiehe road 144.60 feet to the north line of said proposed Rosedale Avenue and the place of beginning.

Property 1: 528-0002-0209-00

Page 1 of 1

Scott Crowley Hamilton County Recorder's Office Doc +: 2023-0019701 Type: AM Filed: 03/23/23 19:11:03 AM \$54.00 Off.Rec.: 14879 00806 F 4 129



ASSIGNMENT OF MORTGAGE

MIN NUMBER: MERS PHONE NUMBER

ASSIGNOR: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS MORTGAGEE, AS NOMINEE FOR CARRINGTON MORTGAGE SERVICES, LLC, LTS SUCCESSORS AND ASSIGNS ASSIGNOR ADDRESS: P.O. BOX 2026, FLINT, MI 48501

HEREBY GRANTS, ASSIGNS, AND TRANSFERS TO:

ASSIGNEE: CARRINGTON MORTGAGE SERVICES, LLC
ASSIGNEE ADDRESS: 1600 SOUTH DOUGLASS ROAD, STE 200-A, ANAHEIM, CA 92806

UNDER THAT CERTAIN MORTGAGE:

DATED: JULY 23, 2021

ORIGINAL LOAN AMOUNT: \$133,903.00

MORTGAGOR/BORROWER: ROXANNE ADAMS, AN UNMARRIED WOMAN

PAGE 1 OF ADAMS AOM

RECORDED IN THE OFFICIAL REAL PROPERTY RECORDS OF HAMILTON COUNTY, OH RECORDED IN VOLUME 14516, PAGE 1274 ON OCTOBER 05, 2021

PROPERTY ADDRESS: 2240 ROSEDALE AVENUE, CINCINNATI, OH 45237

DATED 3/19/2%	
•	BY:
	MORTCAGE ELECTRONIC REGISTRATION
	Systems, inc., as mortgagee, as nominee
•	FOR CARRINGTON MORTGAGE SERVICES, LLC,
	ITS SUCCESSORS AND ASSIGNS
	NAME:
	TITLE: Ami Bhaysar
	Assistant Secretary
SIGNED AND ACKNOWLEDGED IN THE PRESENCE	
BY: Doyle is	BY Haybell
WITNESS NAME: DAPING MONTON	WITNESS NAME Hayleen Gutterrez
0	,
STATE OF:	(6)
COUNTY OF:	·
BEFORE ME, PERSONALLY APPEARED	, PERSONALLY KNOWN TO ME TO BE THE PERSON
	MENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED
	By His signature on the instrument the person, or
THE ENTITY UPON BEHALF OF WHICH THE PERSON AC	

NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE PREPARED BY: Sandhu Law Group, LLC

1213 Prospect Avenue, Suite 300 Cleveland, OH 44115

Mortgagor's Name: Roxanne Adams
Property Address: 2240 ROSEDALE AVENUE, CINCINNATI, OH.
45237
MIN NUMBER:
MERS PHONE NUMBER: 1-888-679-6377
FILE: 23-00525
PAGE 2 OF ADAMS AOM

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County of Orange

On March 16th, 2023 ,before me, Rebecca Payetta, Notary Public, personally appeared, **Ami Bhavsar**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

SIGNATURE Mayoff

PLACE NOTARY SEAL ABOVE

Optional

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of attached document Title or type of document: Document Date: Number of Pages: Signer(s) Other than Named Above:

ALL INTEREST IN THE REAL ESTATE LYING AND BEING IN SECTION 36, TOWNSHIP 4, FRACTIONAL RANGE 2, MIAMI PURCHASE, HAMILTON COUNTY, OHIO AND BEING THE WEST PART OF LOT NO. 17 IN A PROPOSED SUBDIVISION BEING DEVELOPED BY ALFRED L. EMMERICH AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF WIEHE ROAD AT A POINT OF 754.30 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 36; THENCE NORTH 3° 15' EAST WITH WIEHE ROAD, 193.40 FEET TO A POINT IN THE EAST LINE OF WIEHE ROAD, WHICH POINT IS THE NORTHEAST CORNER OF WIEHE ROAD A PROPOSED 50 FOOT STREET TO BE KNOWN AS ROSEDALE AVENUE; THENCE SOUTH 86° 2' EAST ALONG THE NORTH LINE OF SAID PROPOSED ROSEDALE AVENUE 230 FEET TO A POINT IN THE NORTH LINE OF SAID PROPOSED ROSEDALE AVENUE, WHICH POINT IS THE POINT OF BEGINNING FOR THE PURPOSE OF THIS DESCRIPTION; THENCE EAST ALONG THE NORTH LINE OF SAID PROPOSED ROSEDALE AVENUE ON A LINE PARALLEL WITH THE SOUTH LINE OF SECTION 36, 44 FEET TO A POINT; THENCE NORTH ON A LINE PARALLEL WITH THE EAST LINE OF WIEHE ROAD 144,60 FEET TO A POINT; THENCE WEST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID SECTION 36, 44 FEET TO A POINT; THENCE SOUTH ON A LINE PARALLEL WITH THE EAST LINE OF WIEHE ROAD 144,60 FEET OT THE NORTH LINE OF SAID PROPOSED ROSEDALE AVENUE AND THE PLACE OF BEGINNING.

For Informational Purposes Only:

Permanent Parcel No.: 528-0002-0209-00

Premises commonly known as: 2240 ROSEDALE AVENUE, Cincinnati, OH 45237

ALL INTEREST IN THE REAL ESTATE LYING AND BEING IN SECTION 36, TOWNSHIP 4, FRACTIONAL RANGE 2, MIAMI PURCHASE, HAMILTON COUNTY, OHIO AND BEING THE WEST PART OF LOT NO. 17 IN A PROPOSED SUBDIVISION BEING DEVELOPED BY ALFRED L. EMMERICH AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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For Informational Purposes Only:

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Premises commonly known as: 2240 Rosedale Avenue, Cincinnati, OH 45237

