

F25-50916

DAH/as:kf

June 9, 2025

**IN THE COURT OF COMMON PLEAS
FRANKLIN COUNTY, OHIO**

KeyBank National Association
4910 Tiedeman Road
Brooklyn, OH 44144;

Plaintiff

CASE NO.

PPN: 010-112602-00

JUDGE

COMPLAINT FOR FORECLOSURE

(IN REM ONLY)

-vs-

Michele M. Audetat
2724 South High Street
Columbus, OH 43207

Also serve at:
1337 Bolero Avenue
Salinas, CA 93906;

Unknown Spouse, if any, of Michele M. Audetat
2724 South High Street
Columbus, OH 43207

Also serve at:
1337 Bolero Avenue
Salinas, CA 93906;

Micah H. Audetat
2724 South High Street
Columbus, OH 43207;

Unknown Spouse, if any, of Micah H. Audetat
2724 South High Street
Columbus, OH 43207;

Treasurer of Franklin County
373 South High Street, 17th Floor
Columbus, Ohio 43215-6306;

Defendants

FIRST COUNT

1. Plaintiff says that it is the holder of and/or entitled to enforce the promissory note, a copy of which is hereto attached, marked EXHIBIT "A" and made a part hereof; that by reason of default in payment of the said note and mortgage securing same, it has declared said debt due; that there is due and unpaid thereon the sum of \$25,191.01 plus interest at the rate of 9.14% per annum from December 27, 2024 and subject to adjustment as set forth in the note attached hereto. Plaintiff further says that it has complied with all conditions precedent as set forth in the note and mortgage. In addition to the foregoing, Plaintiff states that Defendant(s) Michele M. Audetat filed a petition commencing a case under Title 11 of the United States Code, for relief under Chapter 7 of the Bankruptcy Code, and that the estate is either closed or there has been a removal of stay as to this defendant and/or abandonment of the real estate which is the subject matter of this action. Therefore, this Complaint for Foreclosure is an In Rem action only and no personal money judgment is being sought against the aforementioned Defendant(s) in this Complaint.

SECOND COUNT

2. Plaintiff incorporates herein by reference all of the allegations contained in its first count, and further says that it is the holder of a certain mortgage deed, securing the payment of said promissory note, a copy of which is attached hereto, marked EXHIBIT “B”, and being Permanent Parcel #010-112602-00, and made a part hereof; that said mortgage is a valid and first lien upon said premises.

3. Plaintiff says that the conditions of said mortgage have been broken by reason of default in payment, and the same has become absolute; that the Defendants named in the Complaint, claim or may claim an interest in the premises described in EXHIBIT “B”.

4. Plaintiff says that pursuant to the covenants and conditions of said mortgage deed it may, from time to time during the pendency of this action, advance sums to pay real estate taxes, hazard insurance premiums and property protection and maintenance, homeowners’ and/or condominium association dues/assessments, and any other funds and recoverable charges incurred, pursuant to its Note and Mortgage, or otherwise permitted by law, which Plaintiff is additionally entitled to recover.

5. Plaintiff says that the conditions of said mortgage have been broken by reason of default in payment, and the same has become absolute; that the Defendants named in the Complaint, have or claim to have an interest in the premises as referenced in the attached Preliminary Judicial Report, marked as EXHIBIT “C”. The original Preliminary Judicial Report has been filed herewith.

W H E R E F O R E Plaintiff demands that there be found to be due it the sum of \$25,191.01 plus interest at the rate of 9.14% per annum from December 27, 2024 and subject to adjustment as set forth in the note attached hereto; that the Defendants named herein be required to answer and

set up any claim that they may have in said premises or be forever barred; that the Plaintiff be found to have a valid and first lien on said premises for this amount so owing together with its advances made pursuant to the terms of the mortgage for real estate taxes and, hazard insurance premiums, and the premises be ordered appraised, advertised, and sold according to law, and that from the proceeds the Plaintiff be paid the amount found due it, and for such other and further relief as equity entitled it to receive.

/s/ Douglas A. Haessig

REIMER LAW CO.
Douglas A. Haessig (0079200)
Joshua J. Epling (0079568)
P.O. Box 39696
Solon, OH 44139
Phone: (440) 600-5500 Ext. 5549
Fax: 440-600-5520
Email: dhaessig@reimerlaw.com



KEY EQUITY OPTIONS AGREEMENT

Exhibit A

Meaning of Words: In this Agreement the words "we" "us" and "our" mean KeyBank National Association ("KeyBank") 4910 Tiedeman Road, Suite C, Brooklyn, OH 44144 The words "you" and "your" mean jointly and severally.

MICHELE M. AUDETAT

2724 S HIGH ST COLUMBUS, OH 43207

(Borrower(s) Name(s) and Residence) and the word "Agreement" means this Key Equity Options Agreement.

Terms of Agreement: This Agreement governs the use of your Key Equity Options line of credit account (the "Account") with us. It describes your variable rate, open-end, revolving line of credit with us (the "Variable Rate Portion") and the Fixed Rate Option by which you may elect to repay certain advances against your line ("Line") of credit at a fixed interest rate for a specified term.

I. KEY EQUITY OPTIONS AGREEMENT

1. Credit Limit: An approved Line of \$ 26,500.00 ("Credit Limit") is established for your Key Equity Options Account. During the draw period, you may obtain advances ("Advance"), repay and then obtain additional Advances, provided such Advances would not cause your Credit Limit to be exceeded. Your Credit Limit will be reduced by Advances taken against your Account and by the amount of any Fixed Rate Option(s) which you elect to take. During the draw period, any amount(s) you repay against the outstanding principal balance of the Variable Rate Portion or any Fixed Rate Option will increase the amount of credit available to you accordingly. During the repayment period, you will no longer be entitled to obtain Advances. You agree not to request an Advance which would cause the total of Advances outstanding, together with all other sums owed under this Agreement (including finance charges and other charges), to exceed the Credit Limit. You further agree not to use any such Advances for any purpose expressly prohibited in any Rider to this Agreement which is incorporated into this Agreement.

2. Access to Your Account: You may obtain and direct Advances from your Account, up to your Credit Limit, as follows:

A. Cash Advance. You may request a Cash Advance in person at designated branches during normal business hours,

B. Telephone Transfer: You may request an Advance from us if you have a deposit account with us and have been approved for telephone transfers, by making a telephone transfer request for a specified sum to be advanced under your Account and deposited in a deposit account that is maintained with us. In order to access your Account by telephone transfer you must maintain one or more eligible deposit accounts with us throughout the term of this Agreement, including the term of any Fixed Rate Option. No separate minimum balance or usage requirements for those deposit accounts are imposed under this Agreement.

C. Overdrafts-Linked Account (NOT AVAILABLE IN NEW YORK AND CONNECTICUT) If you have a demand deposit account with us that is linked to your Account, you may access your Account by an overdraft of that linked deposit account (the "Linked Account") up to the amount of your Credit Limit. Only one deposit account may be linked to your Account for the overdraft protection.

The linking of a deposit account to your Account is optional, but you will not enjoy any overdraft privileges unless you do link a deposit account to your Account. If the Linked Account becomes overdrawn, funds will automatically be transferred to the Linked Account in an amount sufficient to cover the overdraft. Overdrafts of the Linked Account will be covered up to the amount of your available Credit Limit whether the overdraft occurs through charges or other debits to the Linked Account or your accessing the Linked Account. The person(s) who signed the Agreement as Borrower(s) must also be the same and only person(s) who are identified as owners of the Linked Account.

☐ If this box is checked, you elect to use your Key Equity Options Account as overdraft protection on your KeyBank Checking Account Number _____, and

D. KeyEquity Card. (THE KEYEQUITY CARD IS NOT AVAILABLE IN NEW YORK AND CONNECTICUT) You will be issued and agree to accept a KeyEquity Card credit card. All transactions you make with the Key Equity Card will be treated as an Advance and posted to your Account as of the date of the transaction, and

E. Equity Line Checks. Your Account may be accessed by special Equity Line Checks ("Checks") provided by us. You will receive these Checks imprinted with your Account number. The amount of each Check will be treated as an Advance and posted to your Account.

3. Promise to Pay: You promise to pay all amounts outstanding on your Account, including any fees and charges we impose. If more than one person signs this Agreement, you agree that (i) we can enforce our rights against each of you individually or against all of you together and (ii) we can send Account statements, notices and any other correspondence to either of you.

4. Security: You are giving us the right of setoff and a mortgage/deed of trust security interest on your Residence or the real estate located at 2724 S. HIGH ST. COLUMBUS, OH 43207 ("Property") (Address if different than above). You agree to execute a mortgage deed or deed of trust ("Security Instrument") giving us a security interest in this real estate. All Advances up to the Credit Limit, which we are obligated to make under this Agreement, will be secured by the Security Instrument. Except for the liens described in the Security Instrument, you will not permit, create or allow any other encumbrance or lien on this real estate without our prior written consent. We will consider any default by you under the Security Instrument a default in the material obligations under this Agreement. You could lose your Property if you don't meet the obligations in your Agreement with us. Other property held by us as

KEY EQUITY OPTIONS AGREEMENT

collateral securing other loans (unless the other property is the principal residence of any person having an ownership interest in that property) may also secure your Account.

5. Term/Minimum Monthly Payment: Draw Period The length of the Draw Period during which you can obtain Advances against your Account is Fifteen (15) years (180 months) During the Draw Period, payments are due monthly. You agree that during the Draw Period you will make payments equal to the required minimum payment for both the Variable Rate Portion and any Fixed Rate Option(s) ("Minimum Monthly Payment"). In addition to the required minimum payment for both the Variable Rate Portion and any Fixed Rate Option(s), your Minimum Monthly Payment will also include any past due amounts, and any fees, charges or debt cancellation fees. The Minimum Monthly Payment may not fully repay the principal outstanding on your Account.

You are required to pay us immediately all amounts exceeding your Credit Limit. The amount of your payment may change because the Annual Percentage Rate ("APR") is variable on the Variable Rate Portion. You promise to pay us the unpaid balance of Advances plus the Finance Charges, calculated at the daily periodic rate, and any additional charges permitted by this Agreement. Rate information will be provided on the monthly statements that we send you.

A. Variable Rate Portion: Required Minimum Payment (Select one of the following payment options.)

- ☒ **Interest Only** An amount equal to accrued Finance Charges. (Not available in Connecticut.)
- ☐ **Regular Payment** An amount equal to the greater of (a) 1/180th of the unpaid balance of Advances plus accrued Finance Charges or (b) \$100.00, and all previously billed but unpaid minimum payments to your Account. Balances of less than \$100.00 must be paid in full.

B. Fixed Rate Option: You agree to repay any Fixed Rate Option ("Option") in consecutive, substantially equal monthly payments at the interest rate, for the term, and with such other conditions as agreed upon at the time you exercise the Option. The monthly payment due on any Option will be an amount of principal and interest sufficient to amortize the Option over the term selected by you at the time the Option is exercised. This payment will be in addition to and combined with the required minimum payment due for your Variable Rate Portion as described in the Agreement. Disclosure of the required minimum payment due on the Option will be based on an estimated disbursement date.

If at the time that the Variable Rate Portion of your Account matures you still owe money under the terms of any Option(s), you shall continue to make payments on such Option(s) according to the terms and conditions of the Option confirmation notice(s) (which are incorporated into this Agreement by reference) and according to this Agreement.

6. Term/Minimum Monthly Payment: Repayment Period. The Repayment Period begins the first day after the Draw Period ends and continues for Fifteen (15) years (180 months). After the Draw Period ends, you will not be able to obtain any more Advances or exercise any Options and you will begin to repay the outstanding balance on your Variable Rate Portion by making consecutive monthly payments. During the Repayment Period, payments will be due monthly. Your monthly payment for the Variable Rate Portion will be computed, at the beginning of the Repayment Period and each year thereafter, to yield the monthly payment amount necessary to fully amortize the outstanding balance, together with Finance Charges, over the remaining term at the then current APR. There will be a minimum payment of \$100 for the Variable Rate Portion during the Repayment Period and if your principal balance is less than \$100, the full amount will be due. If the accrued Finance Charges for any given billing period on the Variable Rate Portion exceed the monthly payment for that same billing period, your monthly payment will be equal to the accrued Finance Charges for that billing period. The Minimum Monthly Payment due on your Account during the Repayment Period will include any monthly payment due on your Variable Rate Portion, any monthly payments due on your Option(s), any past due amounts, any fees charged to your Account, and any debt cancellation fees.

7. Variable Rate Portion. Prime Rate Index: You must pay a Finance Charge on all Advances from the date each Advance is made until we receive payment in full. The Finance Charge is figured separately for both the Variable Rate Portion and any Fixed Rate Option(s). The Index used by us to determine the Finance Charge for the Variable Rate Portion is the "Prime Rate" as published in the Wall Street Journal "Money Rates" table ("Index"). The Index is published in each edition of the Wall Street Journal. Where more than one Prime Rate is published in any edition, the Index will be the highest of the Prime Rates set forth. The Prime Rate is just a pricing index and is not necessarily the lowest rate charged by us or any other lender. If the Index becomes unavailable for whatever reason, we will choose another Index which is also readily available and verifiable by you and which is beyond our control. We will notify you of the substitute or replacement Index. We may also change the margin if the Index becomes unavailable. The selection of any replacement Index and margin will be done in compliance with applicable law.

8. Fixed Rate Option. Fannie Mae Index: You must pay a Finance Charge on the Option from the date you exercise the Option until we receive payment in full. The index used by us to determine the Finance Charge for the Option(s) is equal to Fannie Mae's required net yield, as of the business day prior to the date that you exercise the Option, for 30-year fixed rate mortgages covered by applicable 30-day mandatory delivery commitments as published in the Wall Street Journal "Money Rates" table ("FRO Index"). The FRO Index is published in each edition of the Wall Street Journal. If the FRO Index becomes unavailable for whatever reason prior to the date you exercise an Option, we will choose another FRO Index which is also readily available and verifiable by you and which is beyond our control. We will notify you of the substitute or replacement FRO Index. We may also change the margin(s) disclosed below if the FRO Index becomes unavailable. The selection of any replacement FRO Index and Margin(s) will be done in compliance with applicable law.

KEY EQUITY OPTIONS AGREEMENT

9. Maximum Annual Percentage Rate: Your maximum **APR** is 18.0%, which is a **Daily Periodic Rate** of 0.49315% (0.49180% in a leap year). Your APR may change by any amount on any Change Date not to exceed the maximum APR.

10. Minimum Annual Percentage Rate: Your minimum **APR** is 3.990%, which is a **Daily Periodic Rate** of 0.01093151% (0.01090164% in a leap year). Your APR may change by any amount on any Change Date, but will not be less than the minimum APR.

11. Variable Annual Percentage Rate: Variable Rate Portion. Your Account has a variable rate feature. The APR and the minimum payment can change as a result. The APR is based on the value of the index ("Index") described above. To determine the APR that applies to your Account we ☒ add ☐ subtract a Margin of 1.64% to the value of the Index. The APR does not include costs other than interest. The APR on your Account may change daily. If the Index increases in value (assuming the same outstanding balance), the APR and minimum payment will also increase. If the Index decreases in value (assuming the same outstanding balance) the APR and minimum payment may decrease, but the minimum payment during the Draw Period will always be at least the accrued Finance Charges, if you chose the interest only payment option, or the lesser of \$100 or the outstanding balance, if you chose the principal plus interest payment option. During the Repayment Period, the minimum payment will always be at least the lesser of \$100 or the outstanding balance. If the Daily Periodic Rate increases, a lesser portion of your minimum payment may be applied to principal and a greater portion will be applied to Finance Charge. The APR does not take into account your optional Linked Account.

The date on which your APR could change is called "Change Date"

12. Finance Charge: Variable Rate Portion. We figure the daily Finance Charge on your Account by multiplying the Daily Balance by the Daily Periodic Rate then in effect. Then we add all of the daily Finance Charges together to get the total accrued Finance Charge for the billing cycle. The Daily Balance is figured this way: we take the beginning principal balance (which excludes unpaid Finance Charges [except for financed closing costs, if any]), each day and add to it any new debit amounts (each of which is posted as of the effective date of the transaction). The principal balance includes the amount of the Advance and any other items that are financed, such as closing costs, if any. Next we subtract payments and credits posted to the Account's principal balance (each of which is posted as of the effective date of the transaction). This gives us your Daily Balance. (For purposes of figuring the Daily Balance, we will not subtract any payment or portion thereof, that is in excess of the principal balance. For each day there is a balance in excess of the principal balance ("credit balance"), we will use zero in place of the credit balance.) We determine a daily periodic rate by dividing the "Annual Percentage Rate" by the number of days in a year (365 or 366). Your periodic rates may vary.

The Finance Charge does not include costs other than interest. The Finance Charge does not take into account your optional Linked Account. Payment in full of the new balance by the due date will not avoid the assessment of Finance Charges on the balances from the date shown on your monthly statement through the date paid. Finance Charges begin to accrue as of the effective date of the Advance or charge. There is no grace period.

13. Initial Disclosure: Variable Rate Portion.

☒ If this box is checked, the **APR** as of 12/13/16 is 5.14%, which is a **Daily Periodic Rate** of 0.01404372%. This rate may change daily.

The initial APR is based on the Index and margin used for later rate adjustments

A. Promotional Rate Discount

☐ If this box is checked, the initial **APR** is n/a%, which results in a **Daily Periodic Rate** of n/a%. The initial **APR** is "discounted" based on a Promotional Rate Discount. This initial **APR** is based on the Index ☐ plus ☐ minus a margin of n/a%. The initial index plus/minus a margin will remain in effect through n/a. After the discounted period or if any condition checked below for the Promotional Rate Discount is not met, the **APR** that will apply is the Index then in effect ☐ plus ☐ minus a margin of n/a%, which, as of n/a, is n/a% **APR** and a **Daily Periodic Rate** of n/a%.

The initial APR is not based on the margin used for later rate adjustments

☐ If this box is checked, you must agree to take a **minimum initial advance** of n/a at the time the Account is opened in order to obtain the promotional rate discount. We reserve the right to apply the initial, non-discounted rate to the Account if the **required minimum initial advance** is not taken.

☐ If this box is checked, you must **have, or agree to open, a deposit account with us** in order to obtain the promotional rate discount. We reserve the right to apply the initial, non-discounted rate to the Account if you do not have the required deposit account.

14. Nature of a Fixed Rate Option: During the Draw Period, you may use the Fixed Rate Option to convert amounts you owe under the Variable Rate Portion of your Account from a variable to a fixed rate of interest. An Option will have a fixed interest rate and specified term, and allows you to repay a specified amount in substantially equal consecutive monthly payments that will be in addition to and combined with any minimum payment on your Variable Rate Portion. An Option may be for any amount between \$5,000 and the amount of the credit remaining on the Variable Rate Portion of your Account. If there is an Option outstanding, your Account will consist of a Variable Rate Portion (reflecting the Advance(s) against the Line) and an Option portion (reflecting the Advances(s) against the Line which you have elected to repay at a fixed rate over a specified term). Your monthly statement will reflect both portions of your Account. You may choose a

KEY EQUITY OPTIONS AGREEMENT

term between 12 and 180 months. The term of the Option may extend beyond the maturity of the Variable Rate Portion of your Account.

15. Conditions for Exercising a Fixed Rate Option: You may exercise an Option if a) you are in the Draw Period, b) no default exists under the terms of the Agreement; c) there are not more than three Fixed Rate Options outstanding after you exercise the Option, d) you have not exercised more than two Options within the previous 365 day period, and e) you sign any request forms that may be required by us to confirm your decision to exercise the Option. In no case may you exceed your Credit Limit by exercising the Option.

16. Exercising the Fixed Rate Option: To exercise the Fixed Rate Option call 1-800-KEY2YOU at such times or locations as we tell you.

17. Finance Charge: Fixed Rate Option. The Finance Charge on the Fixed Rate Option Portion of your Account is made up of the sum of two components as follows: A. The first component is calculated by multiplying the Daily Balance for each day by the Daily Periodic Rate then in effect. (The Daily Periodic rate is determined by taking the FRO Index in effect, adding the appropriate Margin as described below, and dividing by the number of days in the year [365 or 366].) Then we add all of the daily Finance Charges together to get the total accrued Finance Charge for the statement cycle. B. The second component is the Fixed Rate Option Fee, whether financed or separately paid. (Finance Charge = A+B). The Daily Balance is figured this way: we take the beginning principal balance (which excludes unpaid Finance Charges [except for any financed Fixed Rate Option fee]) and certain other charges, if any. The principal balance includes the amount of the Option and any other items that are financed, such as the Fixed Rate Option fee, if any. Next we subtract any payments and credits posted to the Account's principal balance (each of which is posted as of the effective date of the transaction). This gives us your Daily Balance.

18. Initial Disclosure: Fixed Rate Option. To the FRO Index value we will add a Margin of 4.140 % for Options between 12 months to 60 months, 4.490 % for Options of more than 60 months to 120 months, and 5.290 % for Options of more than 120 months to 180 months. As of 12/14/16, the **Daily Periodic Rate** for an Option of 12 months to 60 months is 0.02144809 %. This is an **APR** of 7.850 %. As of 12/14/16, the **Daily Periodic Rate** for an Option of more than 60 months to 120 months is 0.02240437 %. This is an **APR** of 8.200 %. As of 12/14/16, the **Daily Periodic Rate** for an Option of more than 120 months to 180 months is 0.02459016 %. This is an **APR** of 9.000 %. Once an Option has been established, the Daily Periodic Rate for that Option will not change. However, if the Daily Periodic Rate quoted to you for an Option changes before you exercise the Option, the corresponding minimum payment and APR may be different than the one quoted to you. An increase in the Daily Periodic Rate may increase the minimum payment. Notwithstanding any other provision in this Agreement, we do not intend the interest we charge to exceed the maximum rate allowed under applicable law. The APR (shown here) does not include costs other than interest. Finance Charges begin to accrue as of the effective date your Advance is converted to an Option.

A. Promotional Rates. We may, in our discretion, offer a promotional rate from time to time to apply to any Option that meets the criteria for the promotional offer and is exercised during the promotional period. If we, in our discretion, choose to offer a promotional rate, the rate will be based on the FRO Index and will be equal to either the FRO Index, the FRO Index plus a reduced Margin, or the FRO Index minus a Margin. Any promotional rate offered will be set by us but will never exceed the rate determined by adding the Margin, stated above, to the FRO Index. We will tell you the FRO Index and Margin, if any, that will apply to your Option at the time you exercise the Option.

19. Fixed Rate Option Fee. Finance Charge: You will pay a Fixed Rate Option fee of \$50.00 when you elect to exercise an Option. The APR shown on your monthly statement may increase for the month in which the fee is imposed. It may exceed the maximum APR shown above because it includes costs other than interest. This is the second component of the Finance Charge.

20. Annual Membership Fee: Your Key Equity Options Account may be charged an annual membership fee of \$50.00 during the Draw Period whether or not you use the Account. If a membership fee is charged, the membership fee will be charged to your Account upon signing the Agreement and will automatically be charged to your Account annually in the month of the anniversary date of the opening of your Account. The membership fee is non-refundable and you will owe it once it is charged to your Account whether or not your Account is subsequently changed, suspended or terminated for any reason.

☐ If this box is checked, the Annual Membership Fee is waived for the first year.

21. Other Fees: In addition to the Annual Fee, Fixed Rate Option Fee, and Closing Costs described in this Agreement, we charge the following fees:

(a) **Late Fee.** We charge a late fee if we do not receive at least the Minimum Monthly Payment within ten (10) days after the payment due date, as stated on your monthly statement. The late fee for each late Payment will be ten percent (10%) of the Minimum Monthly Payment amount, not to exceed \$30.00.

(b) **Returned Item Fee.** We may charge a returned item fee if any check or other instrument given for payment on the Account is dishonored for any reason. The returned item fee may be \$20.00.

(c) **Overline Fee.** In the event you incur charges in amounts exceeding your Credit Limit, an overline fee in the amount of \$20.00 may be charged for each instance where your Credit Limit is exceeded.

(d) **Check Stop Payment Fee.** A fee of \$20.00 may be charged in connection with each Check stop payment order placed by you. A Check Stop Payment Fee is not charged if your Account was opened in Indiana or Maine.

(e) **KeyEquity Card Replacement Charge.** A fee of \$10.00 may be charged to replace a KeyEquity Card for any reason.

KEY EQUITY OPTIONS AGREEMENT

(f) **Discharge Fee.** When we discharge or otherwise release the Security Instrument, you will be charged a fee for recording the discharge or satisfaction, together with any bona fide fee imposed by a third party, all subject to any limitations applicable law imposes. Based upon current costs, we estimate the fee to be \$ 32.00.

You also agree to pay, if applicable law permits and subject to any limitations applicable law imposes, all costs we incur in collecting amounts owed under this Agreement or in enforcing or defending our rights under this Agreement. These costs may include collection agency fees, attorneys' fees, (which may exceed two percent (2%) of the total principal, interest and costs due), filing fees and court costs.

The above fees will be added to the Minimum Monthly Payment due

22. Additional Charges: You agree to pay the following charges

(a) Filing Fees	\$ <u>0.00</u>	(f) Flood Hazard Determination	\$ <u>0.00</u>
(b) Title Search/Title Insurance	\$ <u>0.00</u>	(g) Life of Loan Flood Tracking	\$ <u>0.00</u>
(c) Property Appraisal	\$ <u>0.00</u>	(h) Mortgage Tax	\$ <u>0.00</u>
(d) Credit Report	\$ <u>0.00</u>	(i) Closing Agent Fee	\$ <u>0.00</u>
(e) Notary	\$ _____	(j) _____	\$ <u>0.00</u>
		TOTAL	\$ <u>0.00</u>

23. Account Termination Fee: If you voluntarily terminate this Agreement at any time prior to three (3) years from the date hereof, we charge and you agree to pay us a termination fee of \$ n/a.

24. Insurance: In connection with the Security Instrument, we require fire and extended Property insurance in an amount equal to all liens on the Property described in the Security Instrument with a mortgagee payable clause in our favor. In addition, we require flood insurance, if applicable, as described in the Security Instrument. Your failure to meet this requirement will constitute an inaction by you that adversely affects our security thereby creating an event of default. This Property insurance will not be provided nor financed by us but may be obtained by you through any insurer acceptable to us. You will deliver to us copies of the insurance policy or policies or a certificate of insurance within thirty (30) days of the date of this Agreement. If you fail to do so or fail to pay the insurance premiums, we may obtain the insurance covering our interest. If we do this, any such amounts shall be assessed to your Account as Advances which will reduce the amount of available credit and you agree to pay such additional Advances. Such amounts may not be covered by the Security Instrument you have granted to us.

25. Reappraisal: You agree that we have the right to inspect and reappraise any Property which secures Advances made under this Agreement, for as long as the Agreement is in effect or as long as any balance owed under the Agreement is still outstanding. If requested, you will give us permission to enter your dwelling and other Property to inspect and reappraise. We will conduct our inspection upon reasonable notice and at reasonable times. We may charge your Account for any costs that we incur in obtaining any reappraisal or in the appraisal review process, even if performed by our employees, up to a maximum of \$ 400.00.

26. Liability: We have no responsibility for the refusal of any merchants, banks or others to honor the KeyEquity Card and Checks or for any goods or services purchased through the use of your Account.

27. Events of Default: The entire Account balance including any amount owing on the Variable Rate Portion and all Fixed Rate Options will, at our option, become immediately due and payable, after any notice to you required by applicable law, in the event that (a) you fail to meet the repayment terms of this Agreement for any outstanding balance, or (b) there is any fraud or misrepresentation by you at any time in connection with this Account or (c) any action or inaction by you adversely affects our security or any of our rights in such security. Any action or inaction by you which adversely affects our security, includes, but is not limited to, transfer of title to the Property, sale of the Property without our prior written consent, failure to maintain required insurance on the Property, commission of waste or destructive use of the Property, failure to maintain the Property such that it adversely affects our security, failure to pay taxes on the Property or other action which results in the filing of a senior lien on the Property, the deaths of all borrowers, the taking of the Property through eminent domain or illegal use of the Property.

Our failure to immediately and permanently terminate the Account or accelerate payment or take other permitted actions set forth above shall not prohibit us from taking such action at a later time, as long as the condition still exists at that time. We may prohibit additional Advances or reduce your Credit Limit in the event that (a) the value of the dwelling that secures the Account declines significantly below the Property's appraised value for purposes of the Account. For purposes of this paragraph, a decline in value shall be significant if the value of the dwelling declines such that the initial difference between the Credit Limit and the available equity (based on the Property's appraised value for purposes of the Agreement) is reduced by fifty percent (50%) or more. For example, assume a house with a first mortgage/deed of trust of \$50,000 appraised at \$100,000 and the credit limit is \$30,000. The difference between the credit limit and the available equity is \$20,000 (\$50,000 - \$30,000). If the Property value declines from \$100,000 to \$90,000, we could prohibit further Advances, (b) we reasonably believe you will be unable to fulfill the repayment obligations under this Agreement due to a material change in your financial circumstances, (c) you are in default of any material obligations under this Agreement, (d) we are precluded by government action from imposing the APR provided for in the Agreement, (e) the priority of our security interest is adversely affected by government action to the extent that the value of the security interest is less than 120% of the Credit Limit, (f) we are notified by our regulatory agency that continued Advances constitute an unsafe or unsound practice, or (g) the maximum APR is reached.

In order to reinstate the Agreement, you must send us a written request to that effect. We will only reinstate the Account if we determine to our satisfaction that the condition or reason which caused us to prohibit Advances or to reduce the Credit

KEY EQUITY OPTIONS AGREEMENT

Limit either no longer exists or has been corrected. If an appraisal or title report is required to make such determination, we may charge you for any such fee(s), which will be billed to your Account as an Advance and will not exceed \$400 00

28. No Waiver of Rights: We may accept late payments or partial payments marked "payment in full" without losing any of our rights under this Agreement. The waiver of any of our rights and remedies at any time will not mean that we have given up or lost the right to exercise any of our rights and remedies at any later time. We may delay in enforcing any of our rights and remedies under this Agreement without losing them. Failure by us to assert any of our rights shall not waive such rights. We may also take any collection action allowed by law.

29. KeyEquity Card Access: (THE KEY EQUITY CARD IS NOT AVAILABLE IN NEW YORK AND CONNECTICUT.) If you received a KeyEquity Card with this Agreement, you may access credit available under the Account by using the KeyEquity Card to make purchases, obtain Advances, or obtain cash from automated teller or cash dispensing machine(s) ("Terminal"), subject to the following restrictions:

A. If we issue a personal Identification number ("PIN") to you, you may use the KeyEquity Card at a Terminal identified by a service mark appearing on the KeyEquity Card to obtain cash advances only, subject to the limits on amount and frequency, and payment of any surcharge, imposed by the Terminal owner/operator from time to time.

B. You may be liable for the unauthorized use of the KeyEquity Card. You agree to notify us promptly, orally or in writing, if the KeyEquity Card is lost or stolen. You may notify us by writing to KeyBank, Customer Disputes, NY-31-17-0128, 17 Corporate Woods Blvd, Albany, NY 12211, or by calling us at 1-800-KEY2YOU (1-800-539-2968). We may charge a fee to replace your KeyEquity Card. Your KeyEquity Card is a credit card, and your liability for unauthorized use of the KeyEquity Card will be limited to the amount of money, property, labor or services obtained by unauthorized use before you notify us, up to a maximum of \$50 00. Your liability may be reduced under a network rule of MasterCard International Inc. This rule currently provides that a Cardholder's liability for unauthorized use of a MasterCard-branded credit card or debit card issued by KeyBank may be reduced to zero dollars (\$0) if (a) the cardholder (i) has reported to KeyBank the loss or theft of the MasterCard-branded card within twenty-four hours of the Cardholder's discovery of such loss or theft, (ii) has exercised reasonable care in safeguarding the Card from risk of loss or theft, and (iii) has not reported two or more incidents of unauthorized use in the immediately preceding twelve-month period, and (b) the Cardholder's account (to which Card transactions are posted) is in good standing. Under this rule, "unauthorized use" means use of this Card by a person, other than the Cardholder, who does not have actual, implied, or apparent authority for such use, and from which the Cardholder receives no benefit. This rule does not apply to a Card issued (i) to an entity other than a natural person, (ii) primarily for business, commercial, or agricultural purposes, or (iii) outside the U.S.A.

C. You agree not to assert against us any claims or defenses you may have against any person who honors the KeyEquity Card which arise out of an unresolved dispute as to Property or services rented or purchased with the KeyEquity Card in any credit card transaction (as that term is defined in Federal Reserve Board Regulation Z), unless all of the following conditions are met: (1) the claim is not a tort claim, (2) you have made a good faith attempt to resolve the dispute with the person who honored the KeyEquity Card, (3) the amount of the credit extended to obtain the property or services that resulted in the claim or defense exceeds \$50.00, and (4) the purchase or rental transaction occurred in the same state as your current designated mailing address or, if not within the same state, within one hundred miles of that address. You hereby agree transactions made by telephone use of a KeyEquity Card will be deemed to have occurred at the merchant's sales location rather than at your mailing address or the location of the telephone used to make the phone call. You further agree not to assert against us any claim based on anyone's refusal to honor the KeyEquity Card.

D. We are not responsible if a merchant, another bank, or a Terminal refuses to honor the KeyEquity Card or transaction. Such refusal may also be due to our inability or unwillingness to authorize the transaction for any reason. The limits on amount and frequency of transactions that we may authorize may be changed by us, and we may impose other conditions from time to time for security reasons to protect and benefit you. We will not be responsible if authorization for any transaction is not given, and you agree not to assert any claim against us based on any such refusal to honor the KeyEquity Card. Your KeyEquity Card will expire upon the earlier of the expiration date specified on said Card or expiration of the draw period for available credit under the Agreement.

E. Use of the KeyEquity Card is subject to all procedures established by us, or by a participating merchant or bank, or owner or operator of a Terminal which honors the KeyEquity Card. We have the right, at our sole discretion, to deny any transaction which would result in an outstanding principal balance in excess of the Credit Limit. You agree that any KeyEquity Card(s) issued remain our Property and shall be destroyed by you, or may be retrieved by us or our agent, upon cancellation of the Agreement or cancellation of credit available on the Account.

F. Each credit extension made in connection with any transaction at a merchant or cash advance at a Terminal will be an Advance under the Account and will be repayable by all who have signed or otherwise agreed to this Agreement as a "borrower". You and each other borrower will be jointly and severally liable regardless of how many KeyEquity Card(s) are issued and regardless of whether all applicants receive KeyEquity Cards. If anyone uses your KeyEquity Card with actual, apparent or implied authority, or you benefit from the use of the KeyEquity Card, you will be liable for all Advances extended to or for the benefit of that person.

G. We reserve the right, from time to time and without notice to you, to limit, restrict, terminate or otherwise modify the KeyEquity Card access to your Account, as well as the terms and conditions in this Agreement governing such access, as long as we allow you to continue to have the right to obtain cash advances on your Account in those other methods and procedures further described in Agreement and to the extent permitted by applicable law.

30. Cancellation: You may close your Account as to future transactions at any time by giving us written notice at the address printed on page one of this Agreement. If we issue you a KeyEquity Card or Checks to use to obtain Advances, you agree to be liable for all Advances obtained by any person who uses the KeyEquity Card or Checks with your permission. If we terminate your Account or you close your Account, you must cut up your KeyEquity Card and return the KeyEquity Card and Checks to us. We may cancel your Account pursuant to the terms and conditions of the Agreement set forth above.

KEY EQUITY OPTIONS AGREEMENT

The closing or cancellation of your Account for whatever reason will not affect your obligations prior to such closing or cancellation. The terms of the Agreement shall continue to apply to the outstanding balance on your Account until paid in full, except that the Repayment Period will commence at the time of closing or cancellation. Use of the Account after termination or notice of cancellation is fraudulent and you may be subject to legal proceedings.

31. Tax Deductibility: You should consult a tax advisor regarding the deductibility of interest and charges under the Account.

32. Disclosure of Account Information: We may share information within the KeyCorp family of companies as well as with unaffiliated third parties external to Key as described in our Privacy Policy. **You specifically consent to us sharing information within the KeyCorp family of companies and with external unaffiliated third parties.** You may elect to opt out of information sharing as described in our Privacy Policy. If you elect to opt out, that election will override this consent to share, except for those instances in which we are otherwise permitted to share by law without your consent.

33. Review of Credit Line: You agree to provide us with updated financial information including but not limited to personal financial statements, upon request. This requirement constitutes a material obligation under this Agreement. Failure to provide any such requested updated financial information to us within thirty (30) days of the request shall constitute a default under this Agreement. You agree to inform us in writing of any material change in your financial situation, or any change of your home or mailing address, or if you change your name, within thirty (30) days after such change. You agree we may, from time to time, obtain an updated credit report on you without first notifying you or obtaining your consent.

34. Stop Payment Procedures: At your risk and written request, we will, without responsibility on our part so far as we may lawfully limit our liability, accept a stop payment on your Account. An oral stop payment order is binding for only fourteen (14) days unless confirmed in writing within that period. No revocation of the request to stop payment shall be valid unless delivered to us in writing. In order to place a written stop payment request, you must inform us of the exact amount of the item, the number of the check, the date of the check, your Account number, and any other information requested. A stop payment request is effective for only six (6) months, unless you renew it. We are not liable for payment of a check or if a stop payment request has expired and not been renewed, if you have not given us sufficient information or if your stop payment request comes too late for us to act on it. We are entitled to a reasonable period of time after we receive your stop payment request to notify our employees and take other action needed to stop payment. You agree that "reasonable time" depends on the circumstances but that we will have acted within a reasonable time if we make your stop payment request effective by the end of the next business day following the business day on which we receive your stop payment request.

35. Monthly Statement; Limitation on Time to Report Forgeries and Errors: We will send you a monthly statement for each monthly billing cycle when there is a debit or credit balance of more than \$1.00 or when a Finance Charge has been imposed unless your Account is deemed to be uncollectible. The statement will show the number of days in the billing cycle, the beginning balance and the ending (new) balance. The statement will also show the minimum payment amount, the payment due date and your available credit. Your Advances, payments, other charges such as annual membership fees or late charges, or other adjustments will be described as applicable. Any finance charges that you owe will also be shown. You should review your statements promptly after you receive them. You must notify us as soon as possible if you believe there is an error, forgery or other problem with the information shown on your Account statement. You agree that fifteen (15) days after we mailed a statement is a reasonable amount of time for you to review your Account statement and report any errors, forgeries or other problems. This time limit will not affect any rights you may have under the Electronic Fund Transfer Act or the Fair Credit Billing Act (see "Your Billing Rights" notice in this Agreement). In addition, you agree not to assert a claim against us concerning any error, forgery or other problem relating to a matter shown on an Account statement unless you notify us of the error, forgery or other problem within sixty (60) days after we mailed you the statement.

36. Stop Future Advances: Each person who signs this Agreement may request us not to permit any additional Advances under the Account. We may continue to honor requests until we have had reasonable time to act upon your request. You agree that we do not guarantee that every request for a future Advance will be rejected after your request. Future Advances may not be obtained until all owners request us in writing to reactivate your Account. If your request is given by telephone, we may require you to confirm the request in writing. You will hold us harmless from any claim by any party for either stopping payment on checks or for ceasing to honor requests for Advances. You will resolve any such claims and will reimburse us for all expenses that we incur in defending any actions or claims brought against us, including reasonable attorneys' fees, whether or not a lawsuit is commenced.

37. Giving of Notices: Any notice that must be given under this Agreement will be delivered or mailed to your address shown on our records. Any mailed notice will be considered delivered when actually received or on the third business day after it is mailed, whichever is earlier. Any notice, other than credit card related notices, you send to us is to be sent to the address shown on your monthly statement, unless we notify you otherwise in writing.

38. Assignment/Severability Clause: You cannot assign or transfer your rights or obligations under this Agreement to another person. Your Account is not assumable. This is a material obligation. If you attempt to assign your rights or obligations, we can restrict your right to obtain Advances, reduce your Credit Limit, and/or terminate this Agreement and require you to pay us the outstanding balance in full at once. We may assign or transfer this Agreement and the Security Instrument to another party without your consent.

If any provision of this Agreement or Security Instrument is held by a court to be invalid or unenforceable, the rest of this Agreement will remain in full force and effect and enforceable according to its terms.

KEY EQUITY OPTIONS AGREEMENT

39. Taxes, Insurance and Senior Liens: You promise to pay all senior liens (those recorded before ours), taxes, assessments and other charges on the Property when due.

40. Governing Law: You understand that KeyBank is a national bank with its main office located in Cleveland, Ohio. Consequently, except as provided in the following sentence, this Agreement shall be governed by Federal law and the laws of the State of Ohio, without regard for conflict of law rules. The laws of the state where you opened your Account will apply as provided in Section 103(b)(1) of the Riegle-Neal Interstate Banking and Branching Efficiency Act of 1994, but only to the extent such state laws are not preempted by Federal law or a determination of a discriminatory effect by the Comptroller of the Currency.

41. Amendments: We may amend or modify the terms and conditions of this Agreement in our sole discretion in the following ways at any time upon written notice to you: (1) make specified changes provided for in the Agreement that will occur upon the happening of specified events; (2) change the Index and Margin used under the Agreement if the original Index is no longer available; (3) make a change that will unequivocally benefit you throughout the remainder of the Agreement, including but not limited to extension of the Draw Period; and (4) make insignificant changes, including, but not limited to, changes in balance computation method or payment due date.

42. Waiver of Right to Set-Off: We waive our right to set-off your indebtedness incurred under this Agreement arising solely from use of the KeyEquity Card against any deposit account not specifically pledged to secure the Account and held by us to the extent such right to set-off is prohibited under Regulation Z adopted by the Federal Reserve Board.

43. Wireless Express Consent: By providing a telephone number for a cellular telephone, other wireless device, or a landline number that was later converted to a wireless device, you are expressly consenting to receiving communications at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from KeyBank National Association and its affiliates and agents. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls regardless of their purpose. These calls and messages may incur access fees from your cellular provider.

44. Notice to Alaska Customers: The undersigned borrower has executed a Deed of Trust to the benefit of KeyBank National Association. Pursuant to Alaska Statute 34.20.160, the undersigned acknowledges and understands as follows:

The "Mortgagor or Trustor" (Borrower) is personally obligated and fully liable for the amount due under the Agreement. The "Mortgagee or Beneficiary" (Bank) has the right to sue on the Agreement and obtain a personal judgment against the Mortgagor or Trustor for satisfaction of the amount due under the Agreement, either before or after a judicial foreclosure of the Mortgage or Deed of Trust under AS 09.45.170-09.45.220.

As referred to herein, "Mortgagor or Trustor" is the Borrower under the Agreement and Trustor under the Mortgage or Deed of Trust, "Mortgagee or Beneficiary" is KeyBank National Association, its assignees or successor in interest.

45. Credit Record: (Notice for Utah Customers.) As required by Utah Law, you are hereby notified that a negative credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

46. Your Billing Rights: This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act. Notify us in case of errors or questions about your bill. If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than sixty (60) days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payments your letter must reach us three (3) business days before the automatic payment is scheduled to occur.

Your Rights and Our Responsibilities After We Receive Your Written Notice.

We must acknowledge your letter within thirty (30) days, unless we have corrected the error by then. Within ninety (90) days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

KEY EQUITY OPTIONS AGREEMENT

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten (10) days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount even if your bill was correct.

Special Rule for Credit Card Purchases.

If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right. (a) you must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address, and (b) the purchase price must have been more than \$50.00. These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

FINAL EXPRESSION This written Agreement is the final expression of the agreement and understanding of the parties with respect to the general subject matter hereof and supersedes any previous understanding, negotiations or discussions, whether written or oral. This written Agreement may not be contradicted by evidence of any alleged oral agreement.

You agree to be bound by all of the above terms and conditions as set forth in this Agreement and acknowledge receipt of a completed copy of this Agreement.

Borrower: *Michele M. Audetat*
MICHELE M. AUDETAT

Borrower: _____

Date: December 15, 2016

Date: _____

Borrower: _____

Borrower: _____

Date: _____

Date: _____

VERMONT NOTICE TO COSIGNER

NOTICE TO COSIGNER: YOUR SIGNATURE ON THIS NOTE MEANS THAT YOU ARE EQUALLY LIABLE FOR REPAYMENT OF THIS LOAN. IF THE BORROWER DOES NOT PAY, THE LENDER HAS A LEGAL RIGHT TO COLLECT FROM YOU.

By signing below, you state that you have read this Note, you have received a copy of this Note for your records, you agree to the terms and conditions of this Note, and you also agree to be absolutely and unconditionally responsible for paying all amounts owed under this Note, in full, whenever such amounts become due, and for otherwise performing all obligations under this Note.

Guarantor Signature

Guarantor Name (Please Print)

Agreements secured by Property in the State of Florida only:

STATE OF FLORIDA DOCUMENTARY STAMP TAXES IN THE AMOUNT REQUIRED BY LAW WILL BE PAID UPON THE RECORDING OF THE MORTGAGE SECURING THIS AGREEMENT.



Instrument Number: 201701040001581
Recorded Date: 01/04/2017 11:03:40 AM



Daniel J. O'Connor
 Franklin County Recorder
 373 South High Street, 18th Floor
 Columbus, OH 43215
 (614) 525-3930
<http://Recorder.FranklinCountyOhio.gov>
Recorder@FranklinCountyOhio.gov

Exhibit B

Transaction Number: [REDACTED]
Document Type: MORTGAGE
Document Page Count: 6

Submitted By:
 Lender Recording Services Inc.

Simplifile

Return To:
 Lender Recording Services Inc.

Simplifile

First Grantor:
 MICHELE M AUDETAT

First Grantee:
 KEYBANK NA

Recording Fees:

Document Recording Fee:	\$28.00
Additional Pages Fee:	\$32.00
Marginal Reference Fee:	\$4.00
Total Fees:	\$64.00
Amount Paid:	\$64.00
Amount Due:	\$0.00

Instrument Number: 201701040001581
Recorded Date: 01/04/2017 11:03:40 AM

OFFICIAL RECORDING COVER PAGE

DO NOT DETACH

THIS PAGE IS NOW PART OF THIS RECORDED DOCUMENT

NOTE: If the document data differs from this cover sheet, the document data always supersedes the cover page.
 COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION.

After Recording Return To:
KeyBank National Association
Accurate Title Group
P.O. Box 6899
Cleveland, OH 44101

[Space Above This Line For Recording Data]

SHORT FORM OPEN-END MORTGAGE

DEFIN

Return to: Dawn Totiak/AEG
5455 Detroit Rd, STE B
Sheffield Village, OH 44054
440-716-1820

Words used in multiple sections of this Security Instrument are defined below and in the Master Form.

"Master Form" means that certain Master Open-End Mortgage Form recorded in the Office of the Recorder on 10/28/2013, Instrument No. 201310280181098 in Volume _____, Page(s) _____, for land situate in the County of FRANKLIN.

"Security Instrument" means this document, which is dated 12/15/16, together with all Riders to this document.

"Borrower" is
MICHELE M. AUDETAT, UNMARRIED
MICAH H. AUDETAT, UNMARRIED

The Borrower's address is 2724 S HIGH ST
COLUMBUS, OH 43207

Borrower is the mortgagor under this Security Instrument.

"Co-Grantor" means any Borrower who signs this Security Instrument but does not execute the Debt Instrument.

"Lender" is KeyBank National Association
4910 Tiedeman Road, Suite C, Brooklyn, OH 44144
Lender is the mortgagee under this Security Instrument.

"Debt Instrument" means the loan agreement or other credit instrument signed by Borrower and dated the same day as this Security Instrument. The Debt Instrument evidences amounts Borrower owes Lender, or may owe Lender, which may vary from time to time up to a maximum principal sum outstanding at any one time of U.S. \$ 26,500.00 plus interest. Borrower has promised to pay this debt in Periodic Payments and to pay the debt in full not later than the Maturity Date, which is 12/20/2046.

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

"Loan" means all amounts owed now or hereafter under the Debt Instrument, including without limitation principal, interest, any prepayment charges, late charges and other fees and charges due under the Debt Instrument, and also all sums due under this Security Instrument, plus interest.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all future advances, renewals, extensions and modifications of the Debt Instrument, including any future advances made at a time when no indebtedness is currently secured by this Security Instrument; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Debt Instrument. For this

purpose, Borrower does hereby mortgage, grant and convey to Lender the following described Property located at

2724 S. HIGH ST. COLUMBUS, OH 43207

("Property Address"), which is also located in:

the County of FRANKLIN, in the State of Ohio

PARCEL NUMBER: 010 112602 00

and as may be more fully described in Schedule A.

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 COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property will not be used for or in connection with any illegal activity and that the Property is unencumbered as of the execution date of this Security Instrument, except for this Security Instrument and the encumbrances described in Schedule B, which is attached to this Security Instrument and incorporated herein by reference. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

INCORPORATION OF MASTER FORM PROVISIONS

Definitions in the Master Form that are not set forth above and Section 1 through and including Section 22 of the Master Form, are incorporated into this Security Instrument by reference. Borrower acknowledges having received a copy of the Master Form and agrees to be bound by the Sections and paragraphs of the Master Form incorporated into this Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument (including those provisions of the Master Form that are incorporated by reference) and in any Rider executed by Borrower and recorded with it.

BORROWER:


MICHELE M. AUDETAT

BORROWER:


MICAH H. AUDETAT

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

STATE OF Ohio
COUNTY OF Franklin

The foregoing instrument was acknowledged before me this 5th day of December
20 16 by Michele M. Audetat

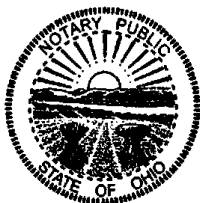


SARRA J BOOKMAN
Notary Public, State of Ohio
My Commission Expires
January 18, 2017

Sarra J Bookman
Notary Public
Personal Banker
(Title or Rank) (Serial No. If any)

STATE OF Ohio
COUNTY OF Franklin

The foregoing instrument was acknowledged before me this 5th day of December
20 16 by Michele M. Audetat



SARRA J BOOKMAN
Notary Public, State of Ohio
My Commission Expires
January 18, 2017

Sarra J Bookman
Notary Public
Personal Banker
(Title or Rank) (Serial No. If any)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____
20 _____ by _____
of _____
a _____ corporation, on behalf of the corporation.

Notary Public
(Title or Rank) (Serial No. If any)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _ day of _____,
20____ by _____
partner on behalf of _____, a
partnership.

Notary Public

(Title or Rank)

(Serial No. If any)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _ day of _____,
20____ by _____
of _____
a _____, on behalf of the _____.

Notary Public

(Title or Rank)

(Serial No. If any)

THIS INSTRUMENT PREPARED BY: KeyBank National Association / Kristy Young

Schedule A

THE FOLLOWING LANDS AND PROPERTY, TOGETHER WITH ALL IMPROVEMENTS LOCATED THEREON, LYING IN COLUMBUS, FRANKLIN COUNTY, OH TO WIT. BEING LOT NUMBER FIVE AND FIVE FEET OFF THE NORTH SIDE OF LOT NUMBER SIX AND BEING A PART OF LOT NUMBER FOUR IN SOUTHLAND ADDITION, AS THE SAME IS NUMBERED AND DELINEATED UPON THE RECORDED PLAT THEREOF, OF RECORD IN PLAT BOOK 14, PAGE 23, RECORDERS OFFICE, FRANKLIN COUNTY, OHIO, AND WHICH SAID PART OF LOT NUMBER FOUR IS DESCRIBED AS FOLLOWS. BEGINNING AT AN IRON PIPE IN THE EAST LINE OF SAID LOT NUMBER FOUR AND THE EAST LINE OF HIGH STREET. THENCE EAST TO A POINT IN THE EAST LINE OF SAID LOT NUMBER FOUR WHICH IS THREE FEET NORTH OF THE SOUTH EAST CORNER THEREOF; THEN SOUTH ALONG THE EAST LINE OF SAID LOT NUMBER FOUR A DISTANCE OF THREE FEET TO THE SOUTHEAST CORNER THEREOF; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT NUMBER FOUR TO THE PLACE OF BEGINNING. THIS BEING THE SAME PROPERTY CONVEYED TO MICHELE M. AUDETAT, UNMARRIED AND MICAH H. AUDETAT, UNMARRIED, FOR THEIR JOINT LIVES REMAINDER TO THE SURVIVOR OF THEM, DATED 09.28.2016 AND RECORDED ON 11.01.2016 IN INSTRUMENT NO. 201611010150749, IN THE FRANKLIN COUNTY RECORDERS OFFICE. PARCEL ID NO. 010 112602 00

Schedule B

Reference Number: 163050039020U

Exhibit C

 First American Title™	PRELIMINARY JUDICIAL REPORT
Judicial Report	ISSUED BY First American Title Insurance Company POLICY NUMBER 5007339-0065294e

Guaranteed Party Name: **KeyBank, NA**File No.: **P25-1385 / F25-50916****06/05/2025**Effective Date: **June 2, 2025 @ 7:00 a.m.**

Pursuant to your request for a Preliminary Judicial Report (hereinafter "the Report") for use in judicial proceedings, **FIRST AMERICAN TITLE INSURANCE COMPANY** (Hereinafter "the Company") hereby guarantees in an amount not to exceed **\$25,191.01** that it has examined the public records in **Franklin County, Ohio** as to the land described in Schedule A, that the record title to the land is at the date hereof vested in **Michele M. Audetat and Micah H. Audetat, for their joint lives, remainder to the survivor of them, by deed recorded November 1, 2016 in Instrument No. 201611010150749 of Franklin County Records** and free from all encumbrances, liens or defects of record, except as shown in Schedule B.

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

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

Issuing Agent: **Nova Title Agency, Inc.**
Agent Account No.: **[REDACTED]**
Address: **6001 Cochran Road
Suite 302**
City, State, Zip: **Solon, OH 44139**
Telephone: **(440)-600-5550**

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

First American Title Insurance Company

For Reference:
P25-1385 / F25-50916



Dennis J. Gilmore
President



Timothy Kemp
Secretary

Issued By:

Nova Title Agency, Inc.
6001 Cochran Road
Suite 302
Solon, OH 44139
Account No. 4040334
Telephone: (440)-600-5550

By: John J Dyer, III

Authorized Countersignature, John J Dyer III, Esq.

FIRST AMERICAN TITLE INSURANCE COMPANY

ORDER NO. P25-1385 / F25-50916

**PRELIMINARY JUDICIAL REPORT
SCHEDULE A**

DESCRIPTION OF LAND

Situated in the City of Columbus, County of Franklin, and State of Ohio:

Being Lot Number 5, 5 feet off the north side of Lot Number 6, and part of Lot Number 4 in Southland Addition as the same is numbered and delineated upon the recorded plat thereof of record in Plat Book 14, Page 23, Recorder's Office, Franklin County, Ohio, and which said part of Lot Number 4 is described as follows:

Beginning at an iron pipe in the east line of said Lot Number 4 and the east line of High Street;

Thence East to a point in the east line of said Lot Number 4, which is 3 feet north of the southeast corner thereof;

Thence South, along the east line of said Lot Number 4, a distance of 3 feet to the southeast corner thereof;

Thence Westerly, along the south line of said Lot Number 4, to the place of beginning.

FIRST AMERICAN TITLE INSURANCE COMPANY

ORDER NO. P25-1385 / F25-50916

SCHEDULE B

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

1. Plat items, Easements, Restrictions, Declarations, Amendments to Declarations and Mineral Leases which are filed for record.
2. Short Form Open-End Mortgage from **Michael M. Audetat, unmarried, and Micah H. Audetat, unmarried**, to **KeyBank National Association** in the amount of \$26,500.00, dated December 15, 2016 and filed January 4, 2017 in Instrument No. 201701040001581 of Franklin County Records.

NOTE: Master Mortgage filed October 28, 2013 in Instrument No. 201310280181098 of Franklin County Records.

3. The following entries are set forth on the docket in the Bankruptcy Court for the United States District Court Southern District of Ohio, Case No. 21-50479. (Chapter 7)

In the matter of:

Micah Henry Audetat
2724 South High Street
Columbus, OH 43207

February 17, 2021: Voluntary petition, schedules, statement affairs filed and referred to Judge. Petition lists an interest in premises described in Schedule A.

June 8, 2021: Order of Discharge.

June 23, 2021: Case Closed.

4. The following entries are set forth on the docket in the Bankruptcy Court for the United States District Court Southern District of Ohio, Case No. 21-50875. (Chapter 7)

In the matter of:

Michele M. Audetat aka Michele M. Audetat Inc.
2724 South High Street
Columbus, OH 43207

March 18, 2021: Voluntary petition, schedules, statement affairs filed and referred to Judge. Petition lists an interest in premises described in Schedule A.

July 6, 2021: Order of Discharge.

July 21, 2021: Case Closed.

5. **NOTE: Liens in favor of the State of Ohio filed but not yet indexed in the dockets of the Franklin County Common Pleas Court.**

ORDER NO. P25-1385 / F25-50916

**SCHEDULE B
(Continued)**

6. The records of the Franklin County Auditor for **Parcel No. 010-112602-00** show the following real estate tax information:

Taxes for the First Half of 2024 in the amount of \$5,726.52, which includes delinquencies, penalties, and interest, are a lien due and payable.

VALUATION:	LAND	BUILDING	TOTAL
	17260	58770	76030

Property Address is known as: 2724 South High Street, Columbus, Ohio (as per Franklin County Tax Auditor)

CONDITIONS AND STIPULATIONS OF THIS PRELIMINARY JUDICIAL REPORT**1. Definition of Terms**

- (a) "Guaranteed Party": The party or parties named herein or the purchaser at judicial sale.
- (b) "Guaranteed Claimant": Guaranteed Party claiming loss or damage hereunder.
- (c) "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.
- (d) "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 by Guaranteed Claimant

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

required to pay money or other compensation for a matter covered by this Report or actual notice someone claims an interest in the Land covered by this Report.

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 Party. Any and all payments under this Report shall reduce the amount of this Report *pro tanto* and the Company's liability shall terminate when the total amount of the Report has been paid.

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

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

- (a) To pay or tender to the Guaranteed Claimant the amount of the Report or the balance remaining thereof, less any attorneys fees, costs or expenses paid by the Company to the date of tender. If this option is exercised, all liability of the Company under this Report terminates including but not limited to any liability for attorneys fees, or any costs of defense or prosecution of any litigation.
- (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 **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Phone 888-632-1642.**

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.