

25-02347OH

COURT OF COMMON PLEAS
FRANKLIN COUNTY, OHIO

PNC Bank, National Association

Plaintiff,

-vs-

Unknown heirs, devisees, legatees,
executors, administrators, spouses, and
unknown guardians of minor and/or
incompetent heirs of Carol A Silvius, et al.

Defendants.

Case No.:

Judge:

PRELIMINARY JUDICIAL REPORT

Now comes the plaintiff, by and through counsel, and respectfully submits to the Court a Preliminary Judicial Report in connection with this foreclosure action, which is attached hereto as Exhibit 'A'.

/s/ **Melissa J. Whalen**

Melissa J. Whalen (0068316)

Ashley E. Rothfuss (0083605)

Justin C. Albright (0092521)

Richard Mark Rothfuss, II (0087592)

Trial Counsel

McCalla Raymer Leibert Pierce, LLP

1 North Dearborn Street, Suite 1200

Chicago, IL 60602

(312)346-9088

ohio.pleadings@mccalla.com

Exhibit A



CHICAGO TITLE
INSURANCE COMPANY

PRELIMINARY JUDICIAL REPORT

Issued by

Chicago Title Insurance Company

Order No.: 250135034

GUARANTEED PARTY: PNC BANK, NATIONAL ASSOCIATION
GUARANTEED PARTY ADDRESS: 7221 EAST MAIN STREET, REYNOLDSBURG, OH 43068

Pursuant to your request for a Preliminary Judicial Report (hereinafter "the Report") for use in judicial proceedings, Chicago Title Insurance Company (hereinafter "the Company") hereby guarantees in an amount not to exceed \$46,655.05, 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 Carol A. Silvius by instrument recorded in Book 33320, Page C06, Dated 09/23/1996, Recorded 10/10/1996 and free from all encumbrances, liens or defects of record, except as shown in Schedule B.

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

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

Effective Date: 02/26/2025

Issued By: ServiceLink, LLC

Signed By:

CHICAGO TITLE INSURANCE COMPANY

By:
Michael J. Nolan
President

ATTEST:
Maryann Namdara
Secretary



CHICAGO TITLE
INSURANCE COMPANY

**SCHEDULE A
DESCRIPTION OF LAND**

SITUATED IN THE CITY OF COLUMBUS, COUNTY OF FRANKLIN, AND STATE OF OHIO, AND
BOUNDED AND DESCRIBED AS FOLLOWS:

BEING LOT NO. 247 IN THUNDERBIRD ACRES NO. 2, AS THE SAME IS NUMBERED AND
DELINEATED UPON THE RECORDED PLAT THEREOF, OF RECORD IN PLAT BOOK 30, PAGE 24,
RECORDER'S OFFICE, FRANKLIN COUNTY, OHIO.

SUBJECT TO ALL EASEMENTS, COVENANTS, CONDITIONS, RESERVATIONS, LEASES AND
RESTRICTIONS OF RECORD, ALL LEGAL HIGHWAYS, ALL RIGHTS OF WAY, ALL ZONING,
BUILDING AND OTHER LAWS, ORDINANCES AND REGULATIONS, ALL RIGHTS OF TENANTS IN
POSSESSION, AND ALL REAL ESTATE TAXES AND ASSESSMENTS NOT YET DUE AND PAYABLE.

BEING THE SAME PROPERTY CONVEYED BY DEED RECORDED IN DOCUMENT NO. 33320C06,
OF THE FRANKLIN COUNTY, OHIO RECORDS.

PARCEL NO. 010-121515-00

PROPERTY ADDRESS: 4221 ELLERY DRIVE, COLUMBUS, OH 43227



SCHEDULE B

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

1. GENERAL AND SPECIAL STATE, COUNTY AND/OR CITY PROPERTY TAXES FOR THE FISCAL YEAR 2024, AS FOLLOWS:

ASSESSOR'S TAX ID: 010-121515-00

ALTERNATE
ACCOUNT NUMBER:

TOTAL: \$1,431.54

FIRST INSTALLMENT: \$715.77 PAID (DUE DATE:)

SECOND
INSTALLMENT: \$715.77 PAID (DUE DATE:)

LAND VALUE: \$12,880.00

IMPROVEMENT
VALUE: \$28,600.00

EXEMPTION:

SPECIAL
ASSESSMENT:

2. SUBJECT TO EASEMENTS, RESTRICTIONS, SETBACK LINES, DECLARATIONS, COVENANTS, RESERVATION, AND RIGHT-OF WAY, IF ANY THAT WERE FILED FOR RECORD PRIOR TO THE LIEN BEING FORECLOSED.
3. ANY LEASE, GRANT, EXCEPTION OR RESERVATION OF MINERALS OR MINERAL RIGHTS TOGETHER WITH ANY RIGHTS APPURTENANT THERETO.
4. OIL AND GAS LEASES, PIPELINE AGREEMENTS OR ANY OTHER INSTRUMENTS RELATED TO THE PRODUCTION OR SALE OF OIL AND GAS WHICH MAY ARISE SUBSEQUENT TO THE DATE OF THE POLICY.
5. ANY INACCURACY IN THE AREA, SQUARE FOOTAGE, OR ACREAGE OF LAND DESCRIBED IN SCHEDULE A OR ATTACHED PLAT, IF ANY. THE COMPANY DOES NOT INSURE THE AREA, SQUARE FOOTAGE, OR ACREAGE OF THE LAND.
6. IN THE EVENT THAT ANY EXCEPTION HEREIN CONTAINS COVENANTS, CONDITIONS AND RESTRICTIONS, SAID EXCEPTION OMITS ANY COVENANTS OR RESTRICTIONS, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW.

SCHEDULE B

(Continued)

7. SUBJECT TO MORTGAGE FROM CAROL A. SILVIUS, SINGLE TO PNC BANK, NA IN INSTRUMENT NO.: 201309190159947, IN THE AMOUNT OF \$50,000.00, OPEN ENDED TO \$50,000.00, RECORDED: 09-19-2013, IN FRANKLIN COUNTY RECORDS.

**CONDITIONS AND STIPULATIONS
OF THIS PRELIMINARY JUDICIAL REPORT**

1. Definition of Terms

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

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

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

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

2. Determination of Liability

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

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

3. Liability of Company

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

4. Notice of Claim to be given to Guaranteed Party

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

5. Extent of Liability

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

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

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

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

7. Notices

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

Chicago Title Insurance Company
P.O. Box 45023, Jacksonville, FL, 32232
Attn: Claims Department

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.



CHICAGO TITLE
INSURANCE COMPANY

SUPPLEMENTAL PRELIMINARY JUDICIAL REPORT

Issued by

Chicago Title Insurance Company

Order No.: 250135034

GUARANTEED PARTY:

GUARANTEED PARTY ADDRESS:

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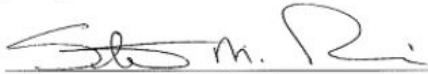
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Effective Date: 05/19/2025

Issued By: ServiceLink, LLC

Signed By:


Steve M. Ringeisen

CHICAGO TITLE INSURANCE COMPANY

By:


Michael J. Nolan
President

ATTEST:


Maryann Namdara
Secretary



CHICAGO TITLE
INSURANCE COMPANY

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NOTE: NO CONDO/PUD RIDER

8. NOTE: THE SUPPLEMENTAL JUDICIAL REPORT EXAMINATION PERIOD IS 02/26/2025 THROUGH THE EFFECTIVE DATE HEREIN.

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OF THIS PRELIMINARY JUDICIAL REPORT**

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