

25-00878

IN THE COURT OF COMMON PLEAS  
FRANKLIN COUNTY, OHIO

Wilmington Savings Fund Society, FSB, not in  
its individual capacity but solely as Owner  
Trustee of CSMC 2021-RPL4 Trust  
c/o Select Portfolio Servicing, Inc.  
3217 S. Decker Lake Dr.  
Salt Lake City, UT 84119

Plaintiff

-vs-

Sonja Dill  
1982 Hegemon Crest Drive  
Columbus, OH 43219

-and-

Unknown Spouse, if any, of Sonja Dill  
1982 Hegemon Crest Drive  
Columbus, OH 43219

-and-

Treasurer of Franklin County  
373 S. High Street, 17th Floor  
Columbus, OH 43215

Defendants

CASE NO.

JUDGE

PPN: 010-253280-00

**COMPLAINT IN FORECLOSURE**

***(In Rem Only)***

**FIRST COUNT**

1. Plaintiff is entitled to enforce a certain promissory note pursuant to Ohio Revised Code §1303.31, a copy of which note is attached hereto, marked as EXHIBIT A and made a part hereof, upon which there remains unpaid the sum of \$98,935.84 plus interest at the rate of 5.25% per annum from November 1, 2024 through December 31, 2024, plus interest at the rate of 6.25% per annum from January 1, 2025, and at such interest rate as may change from time to

time pursuant to the terms of said note, plus late charges, any deferred non interest/interest bearing amounts, advances for taxes and insurance, and all other expenditures recoverable under the note and mortgage and/or Ohio law.

2. Plaintiff further states that by reason of a default in payment of the said note and the mortgage securing same, Plaintiff has declared said debt to be immediately due and payable; that the conditions in the mortgage have become absolute; and that all conditions precedent in the note have been satisfied.

### SECOND COUNT

3. Plaintiff incorporates herein by reference all of the allegations set forth in its first count, and further says that Plaintiff is the holder of a certain mortgage, a copy of which is attached hereto, marked as EXHIBIT B and made a part hereof, given to secure the indebtedness evidenced by the aforesaid promissory note and that said mortgage is a valid and first lien upon the premises described therein, being PPN: 010-253280-00.

4. Plaintiff says that the conditions in said mortgage have been broken by reason of default in payment, that the same has become absolute, that the conditions precedent have been satisfied, and that Plaintiff is entitled to foreclosure of said mortgage; that the defendants named in the Complaint, have or claim to have an interest in the premises described in EXHIBIT B.

5. Plaintiff asserts that it is the party with rights to foreclose and Plaintiff says that on May 7, 2025, the Mortgage was assigned from PNC Bank, National Association, successor by merger to National City Bank to Wilmington Savings Fund Society, FSB, not in its individual capacity but solely as Owner Trustee of CSMC 2021-RPL4 Trust. Assignment recorded in Franklin County as Instrument No. 202505210052976 on May 21, 2025. A copy of the assignment of Mortgage is attached hereto and marked as EXHIBIT C.

6. Plaintiff says that Shirley J. Lovett aka Shirley Lovett, now deceased, entered into a loan modification agreement with Plaintiff, increasing the original loan amount of the mortgage attached hereto and marked as EXHIBIT B. Plaintiff further says that the loan modification agreement, entered into on December 29, 2020, increased the original loan amount to \$102,814.31. A copy of the loan modification agreement is attached hereto and marked as EXHIBIT D.

7. 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.

8. Plaintiff says that the Defendants, Sonja Dill, Unknown Spouse, if any, of Sonja Dill, and Treasurer of Franklin County have or claim to have an interest in the premises.

WHEREFORE, Plaintiff demands that there be found to be due it in the sum of \$98,935.84 plus interest at the rate of 5.25% per annum from November 1, 2024 through December 31, 2024, plus interest at the rate of 6.25% per annum from January 1, 2025, plus late charges, any deferred non interest/interest bearing amounts, advances for taxes and insurance, and all other expenditures recoverable under the Note and Mortgage and/or Ohio law; unless said Defendant's personal liability for said indebtedness has previously been discharged in a bankruptcy or is discharged in a bankruptcy during the course of these proceedings; that the Defendants named herein be required to answer and set up any claim that they may have in the premises described in the mortgage attached hereto or be forever barred; that the Plaintiff's mortgage be found to be a valid and enforceable first lien on said premises for the amount so owing together with its advances made pursuant to the terms of the mortgage for real estate taxes, hazard insurance premiums and property protection and maintenance; that Plaintiff's

mortgage and the equity of redemption be foreclosed and said premises ordered appraised, advertised and sold according to law; that from the proceeds of sale the Plaintiff's be paid the amount found due it, and for such other and further relief as equity entitles it to receive.

CLUNK, HOOSE CO., LPA

/s/ Ethan J. Clunk

Ethan J. Clunk #0095546

Attorney for Plaintiff

495 Wolf Ledges Pkwy

Akron, Ohio 44311

(330) 436-0300 - telephone

(330) 436-0301 - facsimile

requests@clunkhoose.com

File No. 25-00878

**EXHIBIT A**

National City®

**FIXED RATE CONSUMER NOTE AND SECURITY AGREEMENT - MULTI-STATE BRANCH**

1/23/2008

Date

1. DEBTOR(S) SHIRLEY J LOVETT

Address

1994 HEGEMON CREST DR  
COLUMBUS , Ohio 43219

2. **DEFINITIONS AND GENERAL TERMS.** "You" or "your" means the undersigned Debtors. "We", "our" or "us" means National City Bank, 6750 Miller Road, Brecksville, Ohio 44141, and its successors and assigns. "Note" means this promissory note and security agreement and all related attachments and addenda. "Loan" means the loan evidenced by this Note. "Property" means the property, securing the payment of this Note described in Section 4. "Additional Products" means additional products and services purchased with this Loan including, without limitation, credit insurance policies and GAP waiver (debt cancellation agreement). "Improvements" means materials, labor or services purchased, using Loan proceeds, for property owned by you. "Disclosure Statement" means the separate federal truth-in-lending disclosure statement of even date provided to you, the terms of which are incorporated in this Note. Disclosures in the Disclosure Statement are contract terms. You agree that we are making this Loan directly to you. Our typewritten name in this Section 2 will constitute our signature for purposes of this Note. The section headings of this Note are a table of contents and not contract terms.

3. **PROMISSORY NOTE.** For value received, you, jointly and severally, promise to pay to our order the principal sum of \$ 112379.00 which includes a prepaid finance charges of \$ 150.00, plus interest on the outstanding principal sum and other sums owed under this Note at the per annum rate of 7.990 %, payable as described in the payment schedule in the Disclosure Statement. You agree that all past due and unpaid charges owed, including past due interest, may be capitalized and earn interest by adding such charges to the principal balance of this Note. Interest will accrue from the date of this Note and be computed on a simple interest basis based upon a 365-day year, but calculated on actual days. Accordingly, your payment history could affect the amount you will pay under this Note.

4. **PROPERTY.** For water craft, include summer and winter anchorage/storage. For a manufactured home, include address of park or other location where Property is permanently located: 1994 HEGEMON CREST DR  
COLUMBUS , Ohio 43219

YEAR, MAKE & MODEL	NEW OR USED	MFR'S SERIAL NUMBER (VIN)

5. **LOAN USE.** You represent to us that the proceeds of this Loan will be used as follows: \_\_\_\_\_

Other - Cash Out

6. **DISBURSEMENT OF PROCEEDS.** You authorize us to disburse all proceeds of this Loan as indicated in the Itemization of the Amount Financed in the Disclosure Statement, Good Faith Estimate of Closing Costs, HUD 1 or HUD 1A, as applicable.

7. **LATE CHARGE; RETURNED INSTRUMENT CHARGE; DEFERRAL CHARGE; DOCUMENT REQUEST CHARGE; OTHER CHARGES.** If all or any portion of any monthly payment is not received within 10 days after it is due, you agree to pay a late charge. This late charge will be the greater of 10% of the unpaid monthly payment (excluding any unpaid monthly premium cost of any Additional Product that you have purchased but not financed) or \$40. If any check, draft, negotiable order of withdrawal, or other similar instrument is returned to us unpaid for any reason, you agree to pay a returned instrument charge of \$25. If we, in our sole discretion, permit you to defer any payment(s) you agree to pay a deferral charge for each payment deferred. We will continue to earn interest on the unpaid principal balance, and any deferral will not result in an extension of the period covered by any Additional Products. If you request copies of any documents related to this Loan, you agree to pay a document request charge of \$6 per copy for the service of providing you copies. We will not charge you for documents if applicable by law does not permit us to do so. If we accelerate the entire balance owing under this Note due to your default, you agree to pay a default charge of \$150. You agree that we also may charge you a fee, not otherwise enumerated herein, for services we perform for you that you have requested.

8. **PROPERTY INSURANCE.** You are required to insure the Property until this Loan is paid in full or we sell the Property. You have the risk of loss of the Property and will be responsible for its loss or damage. You agree to obtain primary insurance coverage, or furnish existing insurance, from anyone you want that is acceptable to us (provided that the insurer is authorized to do business, or is an eligible surplus lines carrier, in the state where the Property is titled) in the following types and amounts with us listed as loss payee: (a) if the Property is real property or a manufactured home, insurance must consist of fire, "all risk" perils and flood insurance required by law; (b) if the Property is other than real property, a manufactured home or watercraft, insurance must consist of theft, collision and comprehensive with no more than \$1,000 deductible; (c) if the Property is watercraft, insurance must consist of agreed value hull and machinery coverage under an "all risk" policy with a deductible of no more than (i) \$1,000 if the principal amount of this Loan is \$50,000 or less; or (ii) two percent (2%) of the insurable value of the Property if the principal amount of this Loan is greater than \$50,000. Additionally, if the Property is a watercraft, the insurance policy must include a mortgage interest clause and a breach of warranty clause and cannot have separate exclusions for wind and related perils; (d) "in-tow" or trailer insurance if the Property is or will be transported on the highway; and (e) all other insurance required by applicable law. All insurance must be for an amount at least equal to the outstanding indebtedness of this Note or the replacement cost of the Property, whichever is less, unless the Property is real estate, in which case you must keep the Property fully insured against loss or damage on terms that are acceptable to us to the extent permitted by law. You will notify us promptly of any loss or damage to, or confiscation or theft of, the Property. All insurance proceeds we receive (including a refund of premium) may at our option reduce the indebtedness of this Note or be used to repair or replace the Property. If the Property is lost, stolen or destroyed, you must still pay us whatever you owe under this Note. If you fail to maintain the required insurance, we may at our sole option obtain coverage at your expense that we believe is necessary to protect our interests in the Property. You agree to pay the expense of such insurance on demand or agree that we may add such expense to this Loan. You acknowledge that insurance we purchase may cost substantially more than insurance you could purchase. Failure of your insurer to pay a claim, or any part of a claim, will mean you do not have the insurance required by this Note. You also assign to us any other insurance proceeds related to the Note or our interest in the Property. You must promptly provide us with evidence of insurance upon our request, and all policies must provide us with a minimum of 10 days prior notice of cancellation or material change in coverage. Our mailing address for purposes of this Section is: National City Bank, Locator #7107, P.O. Box 5570, Cleveland, OH 44101-0570. You irrevocably authorize us as your agent and on your behalf, which authorization will survive your incompetence, to negotiate, settle and release any claim under your insurance or under any insurance with a third party insurer related to the Property, and to receive and sign all related papers and documents on your behalf including, checks, drafts and other items payable to you. You authorize us to release third parties any information necessary to monitor the status of insurance on your Property and to obtain the insurance described in this Note. We require vendor's single interest insurance ("VSI") if it is indicated in the Disclosure Statement. Any insurance carried by us will be non-contributing. **NO PHYSICAL DAMAGE OR LIABILITY INSURANCE FOR BODILY INJURY OR PROPERTY DAMAGE TO OTHERS IS INCLUDED IN THIS LOAN. IF VSI IS REQUIRED, IT WILL PROTECT ONLY OUR INTERESTS.**

9. **PREPAYMENT.** You may prepay the principal sum of this Note in part at any time. If you prepay the principal sum of this Note in full, you agree to pay a prepayment charge equal to 1% of the principal balance of this Loan at the time of prepayment. You will be charged this prepayment charge only if you prepay during the first 36 months of the term of this Note. No portion of the prepaid finance charge will be refunded.

**10. SECURITY AGREEMENT.** To the extent permitted by law you grant us a security interest and waive all applicable property exemptions and homestead rights in the following property to secure performance of your obligations under this Note and (except for the Property if it is a principal residence) your obligations under any other agreement with us or our affiliates: (a) the Property, including all equipment, parts, accessories and personal property that is an accession of the Property except "household goods" as defined by 12 C.F.R. 227.12(d) unless purchased with the proceeds of this loan. If we have a prior lien on your principal residence as security for future obligations, we waive such security as to this Note only; (b) proceeds and unearned premiums of any Property insurance; (c) proceeds and unearned premiums and refunds of any Additional Products; (d) all of your deposit accounts with us or our affiliates (except individual retirement accounts); and (e) substitutions, replacements, products and proceeds of the foregoing except "household goods" as defined by 12 C.F.R. 227.12(d). Our security interest will be a purchase money security interest if any of the foregoing is purchased with the proceeds of this Loan. You agree that we are not a fiduciary with respect to our security interest. You further agree that, to the extent permitted by law, we may at any time apply proceeds and unearned premiums and refunds of any Property insurance and Additional Products to reduce the indebtedness of this Note, even if you are not in default. Upon our request, you will deliver the certificate of title or any other documents that are necessary for us to perfect our security interest or, if applicable, you will follow our instructions to perfect our security interest in the Property. You will defend at your expense our security interest in the Property. To the extent permitted by law, you agree to pay all actual costs imposed to release our interests in the Property.

**11. PROPERTY MAINTENANCE AND USE.** You will keep the Property properly licensed and registered at all times until this Loan is paid in full. If we do not require you to have title of the Property at the time you execute this Note, you must title and register the Property within 15 days of this Note at your cost. Also, if applicable, at our request and at your cost you will have our lien properly noted on the Property's title. If the Property is watercraft you only will use it as a recreational vessel and, if applicable, will follow our written instructions regarding registration with the Coast Guard. If the Property is manufactured home, you will not surrender or inactivate the title or registration or take any action to enable any such Property to be taxed as real property without our prior written consent. You will promptly pay all fees, fines, tickets, expenses, park or lot rent charges, assessments and taxes related to this Loan and the Property. When we ask for it, you promptly will provide us with proof that all taxes assessed against the Property have been paid and, if the Property is a manufactured home, owned by you, that all park or lot rent charges (and any other related charges) due have been paid. You will maintain the Property in good condition except for ordinary wear and tear, and keep it free from all liens, encumbrances, fines and adverse claims, except for those permitted by us in writing. You will service the Property at your own expense, follow the owner's manual and maintenance schedule and make all needed repairs. You will not make any changes to the Property that will decrease its value, decrease its functionality or (if the Property is not real property) allow it to become a fixture without our prior written consent. If the Property is a manufactured home, you will not allow it to become affixed to permanent masonry or concrete, or footing or foundation without our consent, and you will provide us with a copy of any lease or rental agreement between you and the owner of the real property where such Property is located. If the Property is recalled, you will have the recall services performed. The Property must be able to pass any required inspection. You will permit us to inspect the Property at a place designated by us which is reasonably convenient. If you do not do any of the foregoing, we may do so at our sole option and add the costs to this Loan or require you to provide us with additional collateral. If the Property has an odometer you agree to certify to us in writing the accurate odometer reading upon our request, to immediately notify us if the odometer malfunctions and to have the defective odometer repaired or replaced at your expense. You will not use, or permit others to use, the Property: (a) in violation of any law; (b) contrary to the provisions of any insurance policies covering the Property or in a manner that would invalidate any warranty; (c) outside the United States without our prior written consent; (d) outside the state where first titled or registered for more than 30 days without our prior written consent. You will not rent the Property to anyone without our prior written consent. If we consent to such use of the Property, you will pay for all fees and costs associated with said use including all fees for new title, license, registration requirements, perfection of our security interest and a \$20 administration fee where permitted by law; (e) as a private or public carrier; (f) for any business, commercial or agricultural purpose unless this Loan is explicitly for such a purpose; or (g) unless such others were listed on your Loan application as a driver, or, if the Property is a manufactured home, are insured under your insurance policy for the Policy or we consent to their use in writing.

**12. DEFAULT.** You will be in default under this Note if: (a) you fail to make any payment or fail to pay any other amount owing under this Note when due; (b) you fail to keep any of your agreements under this Note or under any other agreement with us or our affiliates; (c) a bankruptcy petition is filed by or against you; (d) you have provided false or misleading information to us; (e) you die or are declared incompetent or incapacitated; (f) the Property or any other property in which we or our affiliates possess a security interest is lost, stolen, destroyed, determined by us to be uninsurable for use, seized, impounded or threatened with, or subject to, levy, attachment, condemnation, forfeiture or other administrative or judicial proceedings; (g) a judgment is rendered against you in a court or arbitration proceeding; or (h) you do not pay any of your debts as they come due.

**13. REMEDIES UPON DEFAULT.** If you are in default, in addition to any other rights and remedies we have under law and subject to any right you may have to cure your default, we may do any of the following: (a) accelerate the entire balance owing under this Note without demand or notice, unless otherwise required by law, which entire balance will be immediately due and payable. You will pay us interest on this balance set forth in this Note, including after default and acceleration. However, if we obtain a judgment against you for any amount owing under this Note, the amount of such judgment will bear interest at the rate of 25% per annum, or at the highest rate permitted by law, whichever is less, from the date of judgment; (b) demand that you vacate and assemble the Property and make it available to us at a time and place designated by us which is reasonably convenient. You agree to comply with such demand; (c) repossess the Property without demand or notice, unless otherwise required by law. We may enter the premises where the Property is located (including a marina, manufactured home community or other leased land) and repossess it without a breach of the peace. We may use the Property's license plates to transport the Property to a storage facility. Thereafter, we may sell, lease, or otherwise dispose of the Property. Our disposal of the Property will not release you from any of your obligations and you will pay us any balance owing under this Note. Subject to rights you may have under applicable law, we will not be responsible for any personal items in or on repossessed Property including any license plates; (d) recover all expenses related to retaking, holding, preparing for sale and selling the Property and reasonable collection costs, attorneys' fees (unless you are a resident of New Hampshire, in which case we may not recover our attorneys' fees from you) and legal expenses as permitted by 11 U.S.C. 506 and any other applicable law; (e) cancel any Additional Products and apply any unearned premiums or refunds to the amount you owe under this Note; (f) setoff any of your deposit accounts with us or our affiliates (except individual retirement accounts) without demand or notice; and/or (g) use electronic means to exercise our rights in the Property. If you are in default under this Note, you irrevocably authorize us as your agent and on your behalf, which authorization will survive your incompetence, to execute any and all documentation necessary to repossess or dispose of the Property, including any documents necessary to transfer ownership of the Property.

**14. ADDITIONAL PRODUCTS.** In connection with this Loan, you may purchase Additional Products. If you purchased any Additional Products, their costs and terms are described in the Disclosure Statement, and, if financed, their costs have been included in the Amount Financed of this Loan. If you purchased an Addition Product and are not financing the cost of such Additional Product, you will pay the cost of such Additional Product monthly. Your monthly premium will be included in your monthly installment payment. If you are in default under this Note for 90 days or more, any Additional Product you have purchased, but not financed, will be cancelled and you will no longer be entitled to the benefits of such Additional Products. **These Additional Products are not required to enter into this Loan and will not be provided unless you have agreed to pay the additional cost indicated in the Disclosure Statement. You may purchase these Additional Products from any party you want that is acceptable to us.** If you elect to purchase Additional Products you agree that with respect to these Additional Products: (a) they are subject to any limitations and conditions contained in any related documentation, even if you do not receive or read such documentation; and (b) (b) you still must maintain all insurance required by this Note. We may be retaining a portion of the amounts paid for any Additional Products purchased with this Loan.

**15. PROPERTY CONDITION AND IMPROVEMENTS.** You agree that with respect to any Property and/or Improvements: (a) you have selected, accepted and taken delivery of them for all purposes of this Note; (b) they are free from all material defects, in proper operating order and fit for all intended purposes; (c) that our making this Loan was based in part upon the value and condition of them as represented by you; (d) we are only financing your purchase and did not directly or indirectly offer, sell or provide them to you; (e) we are not a seller, supplier, merchant or warrantor; and (f) we assume no responsibility for the completion of any Improvements, your relationship with any contractors, subcontractors or materialmen, for the architectural or structural soundness of the Improvements or for the approval of any plans and specifications in connection with the Improvements or for the Improvements as finally completed. Accordingly, except for specific rights afforded by state law, any claims relating to the Property and/or Improvements, including any defect or warranty related to them are not our responsibility.

**16. CHOICE OF LAW.** This Loan was made in Ohio. Accordingly, the provisions of the Note will be governed by (i) federal laws and regulations and (ii) the laws of Ohio to the extent Ohio laws are not preempted by federal laws or regulations and without regard to conflict of law principles.

17. **PRIVACY.** You agree that except as otherwise prohibited by law, we may provide to others, including, but not limited to, consumer credit reporting agencies, information about our transactions and experiences with you. Also, we and our affiliates (collectively "National City") may share with each other all information about you that National City has or may obtain for the purposes, among other things, of evaluating credit applications or offering you products or services that National City believes may be of interest to you. Under the Fair Credit Reporting Act there is certain credit information that cannot be shared about you (unless you are a business) if you tell National City in writing to National City Corporation, Attention: Office of Consumer Privacy, P.O. Box 4068, Kalamazoo, MI 49009. If you write to us, you must include your name, address, account number and social security number in your correspondence. As used herein, the term "affiliates" means the current and future affiliates of National City Bank as identified in the privacy notice at [www.NationalCity.com](http://www.NationalCity.com). You also agree that we have an established business relationship with you, and unless otherwise prohibited by law, National City may contact you to offer you products and services that National City believes may be of interest to you. Such contacts are not unsolicited, and National City may contact you by telephone and with an automated dialing and announcing device or by fax at any telephone number you have given to us, including the telephone number on your application, or by email or other form of electronic communication and we may monitor telephone calls with you to assure quality service.

18. **PAYMENTS AND CORRESPONDENCE.** All payments must be in lawful money of the United States. Our failure or delay in providing you coupon books, billing statements or other payment instructions will not relieve you of your obligations under this Note. Except as otherwise specified, all notices, payments marked with words "Paid in Full" or other similar language, and correspondence to us must be sent to National City Bank, Locator #7107, P.O. Box 5570, Cleveland, Ohio 44101-0570. If your payment is sent to any other address, we may accept the payment without losing any of our rights. We may accept late payments or partial payments without losing any of our rights. Payments, including any prepayments, and all other funds shall be applied in any manner we, in our sole discretion, decide. Except, as otherwise required by law, we are authorized to mail any notice or other correspondence to you by first class mail to your last known address indicated on our records. You will provide us with 10 days' prior written notice of any change in any information contained in your application including a change in your name, address or location of the Property.

19. **ADDITIONAL AGREEMENTS.** You agree that: (a) you may not sell or assign this Note, the Property or any of its benefits or obligations without our prior written consent. We own this Note and may assign this Note or any of its benefits or obligations at any time without your consent; (b) this Note is between you and us and except for successors or assigns as provided by this Note, this Note will not confer any rights upon any third party; (c) our rights and remedies in this Note are not exclusive; (d) the provisions of this Note are only to the extent permitted by applicable law. Any part of this Note that cannot be enforced will be void, but the remaining parts will remain in effect; (e) you waive notice of dishonor, protest, presentment, demand for payment (subject to any right you may have to cure your default), waiver, delay and all other notices or demands in connection with this Note; (f) you waive all defenses relating to impairment of recourse or collateral; (g) we can change any term of this Note, release any collateral or release any obligor by agreeing with any one party without notifying or releasing any other party; (h) we can correct errors in this Note as provided in 15 U.S.C. 1640 upon notice to you even if such errors are contract terms and you agree to be bound by such corrections. Upon our request, you will promptly re-execute this Note to correct errors in the Note. You can change any term of this Note only in a writing signed by us; (i) this Note, the mortgage, deed of trust or other security instrument perfecting our security interest and any attachments or addenda to such documents describes all agreements between you and us with respect to the Loan and there are no other agreements; (j) if you are a natural person you are competent to enter into this Note and if you are other than a natural person, the person signing on behalf of you represents that (s)he is authorized to enter into and execute this Note; (k) we may waive or delay the enforcing any of our rights without losing such rights; (l) this Note will be binding and insure to the benefit of you and us and our respective successors and assigns; (m) we are authorized to sign on your behalf any document required to enforce our interests under this Note; (n) if this loan is not for a consumer purpose or you are not a natural person, you are not entitled to any rights afforded consumers under applicable law or regulations. Disclosures included in this Note but not required by law are not an admission or waiver of rights by us; (o) all actions under this Note requiring our consent are at our sole discretion, and such consent may be withheld for any reason; (p) you will pay all amounts indicated in the Itemization of the Amount Financed in the Disclosure Statement. Such amounts will be nonrefundable to the extent permitted by law; (q) all amounts owed under this Note shall be without relief from valuation and appraisal laws; (r) we may retain this Note in an electronically or optically imaged form. If we do so, such electronically or optically imaged form, if designated as the original by us, shall constitute the original of this Note and may be relied on in full by all parties to be the same extent as though it were the original; (s) in this Note, the term "affiliates" means the current and future affiliates of National City Bank.

20. **NOTICES. THE FOLLOWING NOTICES ARE GIVEN BY US ONLY TO THE EXTENT NOT INCONSISTENT WITH 12 U.S.C. SECTION 85 AND APPLICABLE FEDERAL REGULATIONS AND OPINIONS AND THE CHOICE OF LAW PROVISION SET FORTH HEREIN (WITH RESPECT TO WHICH WE EXPRESSLY RESERVE ALL RIGHTS).**

#### NOTICE TO COSIGNER

You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility. You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount. The bank can collect this debt from you without first trying to collect from the borrower (and after proper notice to you if you are a "cosigner" as defined by Illinois or Michigan law). The bank can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages (unless you receive wages in North Carolina, Pennsylvania, South Carolina or Texas) etc. If this debt is ever in default, that fact may become a part of your credit record. This notice is not the contract that makes you liable for the debt.

#### NOTICE TO ALL BORROWERS

A negative credit report reflecting on your credit record may be submitted to a consumer (credit) reporting agency. If you fail to fulfill the terms of your credit obligations. If you believe that we have information about you that is inaccurate or that we have reported or may report to a credit reporting agency information about you that is inaccurate, please notify us of the specific information that you believe is inaccurate by writing to National City Bank, Locator #7116, P.O. Box 5570, Cleveland, Ohio 44101-0570

**California:** Your deed of trust provides as follows: Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property

**Florida:** You may purchase or provide the required insurance from any insurance provider that is reasonably acceptable to us. Your choice of an insurance provider will not affect the credit decision. We may impose reasonable requirements concerning the extent of coverage and the financial soundness of the insurance provider.

**Iowa: IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.**

**Missouri:** Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect you (borrower(s)) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

New York: YOU SHOULD CHECK WITH YOUR LEGAL ADVISOR AND WITH OTHER MORTGAGE LIEN HOLDERS AS TO WHETHER ANY PRIOR LIENS CONTAIN ACCELERATION CLAUSES WHICH WOULD BE ACTIVATED BY A JUNIOR ENCUMBRANCE.

DEFAULT IN THE PAYMENT OF THIS LOAN AGREEMENT MAY RESULT IN THE LOSS OF THE PROPERTY SECURING THE LOAN. UNDER FEDERAL LAW, YOU MAY HAVE THE RIGHT TO CANCEL THIS AGREEMENT. IF YOU HAVE THIS RIGHT, THE CREDITOR IS REQUIRED TO PROVIDE YOU WITH A SEPARATE WRITTEN NOTICE SPECIFYING THE CIRCUMSTANCES AND TIMES UNDER WHICH YOU CAN EXERCISE THIS RIGHT.

Texas: THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Vermont: NOTICE TO CO-SIGNER: 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.

21. CREDIT INSURANCE. If we offered credit insurance to you, you hereby acknowledge that: (i) you have read and understand the boxed Credit Insurance Disclosure that appears on your credit application and in the separate Credit Insurance Disclosure form received by you; and (ii) we have orally made those disclosures to you.

22. SIGNATURES. YOU, INTENDING TO BE LEGALLY BOUND, HAVE READ AND AGREE TO ALL PROVISIONS OF THIS NOTE. CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS NOTE BEFORE YOU SIGN IT. DO NOT SIGN THIS NOTE IF IT CONTAINS ANY BLANK SPACES TO BE FILLED IN. YOU ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS NOTE.

Debtor: SHIRLEY J LOVETT  
Type or print name of Debtor

Debtor: \_\_\_\_\_  
Type or print name of Debtor

Debtor: \_\_\_\_\_  
Type or print name of Debtor

Debtor: \_\_\_\_\_  
Type or print name of Debtor

X Shirley J Lovett  
Debtor's signature

X \_\_\_\_\_  
Debtor's signature

X \_\_\_\_\_  
Debtor's signature

X \_\_\_\_\_  
Debtor's signature

For Transactions Subject to the Florida Documentary Stamp Tax:

For Unsecured Obligations and for Obligations Secured by Personal Property:  
Florida documentary stamp tax required by law in the amount of \$ \_\_\_\_\_ has been paid or will be paid directly to the Department of Revenue. Certificate of Registration No. 78-8000236224-6

For Obligations Secured by Florida Real Estate:  
Documentary stamp tax in the amount required by Florida law has been paid in conjunction with the recording of the mortgage securing the indebtedness evidenced by this Note.

#### IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account we will ask you for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

©2006 National City Corporation

Pay to the Order of  
Without Recourse  
NAC Bank, National Association  
Belinda Luke  
Document Control Specialist  
NATIONAL CITY BANK



National City®  
Complete Loan**FIXED RATE CONSUMER NOTE AND SECURITY AGREEMENT - NATIONAL HOME EQUITY**

National City Complete Loan is a registered trademark of National City Corporation

Closing Date 1/23/2008Disbursement Date 1/28/20081. DEBTOR(S) SHIRLEY J LOVETT

2. DEBTOR(S) \_\_\_\_\_

Address 1994 HEGEMON CREST DRCOLUMBUS , Ohio 43219

Terms shall have the same meanings as described in the Note unless otherwise defined herein.

**DISCLOSURE STATEMENT.**

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.  8.006 %	The dollar amount the credit will cost you  \$ 125,290.88	The amount of credit provided to you or on your behalf.  \$ 112,229.00	The amount you will have paid after you have made all payments as scheduled. \$ 237,519.88

Your payment schedule will be:

Number of Payments:	Amount of Payments:	When Payments are Due:
179	\$ 834.28	Monthly Beginning: 4/26/2008
1	\$ 88,183.76	3/26/2023

Security: You are giving us a security interest in: proceeds, unearned premiums and refunds of Property insurance and any Additional Products; your deposit accounts with us and our affiliates, all products and proceeds of the foregoing; and 1994 HEGEMON CREST DRCOLUMBUS , Ohio 43219

In any case, collateral securing other loans with us may also secure this Loan.

Filing fees: \$ 58.00

Late Charge: If a payment is late, you will be charged 10% of the payment then due or \$40, whichever is greater.

Prepayment: If you pay off early, you may have to pay a penalty. You will not be entitled to a refund of the prepaid finance charge.

Assumption: Someone buying your house cannot assume the remainder of the mortgage on the original terms.

Required Deposit: If this line is marked \_\_\_\_\_ the annual percentage rate does not take into account your required deposit.

"e" means estimate.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

Insurance: The following Additional Products are not required to obtain this Loan and will not be provided unless you sign below agreeing to pay the additional premium indicated:

		Term	Premium
Credit Life Insurance: _____	(single insured)	first months	\$
Credit Life Insurance: _____	(joint insured)	first months	\$
Credit Disability Insurance: _____	(single insured)	first months	\$
Credit Disability Insurance: _____	(joint insured)	first months	\$

You desire the optional Additional Products indicated above: Debtor initials: \_\_\_\_\_ Co-Debtor initials: \_\_\_\_\_

You may obtain Property insurance from anyone you want that is acceptable to us.

COPY RECEIVED. You acknowledge that you received a copy of this Disclosure Statement, Good Faith Estimate of Closing Costs and HUD1 or HUD1A with all applicable blanks filled in before you signed below.

Debtor: SHIRLEY J LOVETT

Type or print name of Debtor

X

Debtor's signature

Debtor: \_\_\_\_\_

Type or print name of Debtor

X

Debtor's signature

Debtor: \_\_\_\_\_

Type or print name of Debtor

X

Debtor's signature

Debtor: \_\_\_\_\_

Type or print name of Debtor

X

Debtor's signature

**EXHIBIT B**

200802080019969

Pgs 7 \$68.00 T20080009272  
 02/08/2008 11:07AM MEPFIRST AMER  
 Robert G. Montgomery  
 Franklin County Recorder

When recorded mail to:

**FIRST AMERICAN TITLE INSURANCE**  
**LENDERS ADVANTAGE**  
**1100 SUPERIOR AVENUE, SUITE 200**  
**CLEVELAND, OHIO 44114**

State of Ohio

Space Above This Line For Recording Data

**OPEN-END MORTGAGE**

(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is **January 23, 2008** and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR: **SHIRLEY J LOVETT Unmarried****1994 HEGEMON CREST DR COLUMBUS, Ohio 43219**

☐ If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments.

LENDER: **NATIONAL CITY BANK**  
**6750 MILLER ROAD**  
**BRECKSVILLE, OH 44141**

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, upon the statutory condition, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys and mortgages to Lender, with mortgage covenants, the following described property:

See attached Exhibit A

The property is located in **FRANKLIN** at  
 (County)

**1994 HEGEMON CREST DR** ' **COLUMBUS** '  
 (Address) (City)  
 Ohio **43219**  
 (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed **\$12,000.00**. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

Maturity Date: **3/26/2023**

(page 1 of 6)

4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:
- A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. *(When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)*
  - B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Mortgagor in favor of Lender after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.
  - C. All obligations Mortgagor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.
  - D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.

5. **PAYMENTS.** Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.
6. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:
- A. To make all payments when due and to perform or comply with all covenants.
  - B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.
  - C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.
7. **CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property. Lender is authorized to do all things provided to be done by a mortgagee under section 1311.14 of the Ohio Revised Code.
8. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.
9. **PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims and actions against Mortgagor, and of any loss or damage to the Property.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

- 10. AUTHORITY TO PERFORM.** If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

- 11. ASSIGNMENT OF LEASES AND RENTS.** Mortgagor irrevocably grants, bargains, conveys and mortgages to Lender as additional security all the right, title and interest in and to any and all existing or future leases, subleases, and any other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications or substitutions of such agreements (all referred to as "Leases") and rents, issues and profits (all referred to as "Rents"). Mortgagor will promptly provide Lender with true and correct copies of all existing and future Leases. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default under the terms of this Security Instrument.

Mortgagor agrees that this assignment is immediately effective between the parties to this assignment and effective as to third parties on Mortgagor's default when Lender takes actual possession of the Property, when a receiver is appointed, when Lender commences a foreclosure on the Property or as the law otherwise provides, and this assignment will remain effective during any redemption period until the Secured Debt is satisfied. Mortgagor agrees that Lender may take actual possession of the Property without the necessity of commencing any legal action or proceeding and Mortgagor agrees that actual possession of the Property is deemed to occur when Lender notifies Mortgagor of the default and demands that Mortgagor and Mortgagor's tenants pay all Rents due and to become due directly to Lender. On receiving notice of default, Mortgagor will endorse and deliver to Lender any payment of Rents in Mortgagor's possession and will receive any Rents in trust for Lender and will not commingle the Rents with any other funds. Any amounts collected will be applied as provided in this Security Instrument. Mortgagor warrants that no default exists under the Leases or any applicable landlord/tenant law. Mortgagor also agrees to maintain and require any tenant to comply with the terms of the Leases and applicable law.

- 12. LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.
- 13. DEFAULT.** Mortgagor will be in default if any party obligated on the Secured Debt fails to make payment when due. Mortgagor will be in default if a breach occurs under the terms of this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt. A good faith belief by Lender that Lender at any time is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment or the value of the Property is impaired shall also constitute an event of default.
- 14. REMEDIES ON DEFAULT.** In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

- 15. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS.** Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Security Instrument. Mortgagor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under

this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. This Security Instrument shall remain in effect until released. Mortgagor agrees to pay for any recordation costs of such release.

- 16. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
  - B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
  - C. Mortgagor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.
  - D. Mortgagor shall immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.
- 17. CONDEMNATION.** Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.
- 18. INSURANCE.** Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debt. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

- 19. ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.
- 20. FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.

**SIGNATURES:** By signing below, Mortgagor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

*Shirley J. Lovett* 1/23/08  
(Signature) SHIRLEY J. LOVETT (Date) (Signature) (Date)

**ACKNOWLEDGMENT:**

(Individual) STATE OF Ohio, COUNTY OF Franklin ss.  
This instrument was acknowledged before me this 23<sup>rd</sup> day of January 2008  
by Shirley J. Lovett  
My commission expires: July 10<sup>th</sup>, 2012  
(Seal)



Patrick D. Nance  
Notary Public, State of Ohio  
My Commission Exp. July 10, 2012

*Patrick D. Nance*  
(Notary Public)

This instrument was prepared by \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BETTY WAMPNER , NATIONAL CITY BANK

101 W WASHINGTON ST 415E , Indianapolis, IN 46240

**21. JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.

**22. APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.

**23. NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.

**24. WAIVERS.** Except to the extent prohibited by law, Mortgagor waives all rights of appraisal, marshalling of liens and assets, and homestead exemption rights relating to the Property. Mortgagor does hereby remise, release, and forever quitclaim all their right and title of dower in the Property to Lender.

**25. OTHER TERMS.** If checked, the following are applicable to this Security Instrument:

- ☐ **Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
- ☐ **Construction Loan.** This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.
- ☐ **Fixture Filing.** Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property. This Security Instrument suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.
- ☐ **Riders.** The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument. [Check all applicable boxes]  
☐ Condominium Rider ☐ Planned Unit Development Rider ☐ Other .....
- ☐ **Additional Terms.**

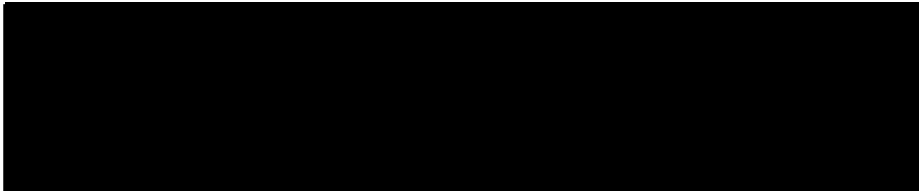
**EXHIBIT "A"**

**LEGAL DESCRIPTION**

BEING LOT NUMBER 16 IN HEGEMON CREST, AS THE SAME IS NUMBERED AND  
DELINEATED UPON THE RECORDED PLAT THEREOF, OF RECORD IN PLAT BOOK  
94, PAGE 67 AND 68, RECORDER'S OFFICE, FRANKLIN COUNTY, OHIO.

010-253280

1994 HEGEMON CREST DR; COLUMBUS, OH 43219





**DO NOT DETACH****EXHIBIT C****Instrument Number: 202505210052976****Recorded Date: 05/21/2025 1:56:28 PM**

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

**Return To (Simplifile):**

Residential Real Estate Review, Inc.  
 3217 Decker Lake Dr

West Valley City, UT 84119-3284

Simplifile

**Transaction Number: T20250037323****Document Type: ASSIGN OF MORTGAGE****Document Page Count: 2****Submitted By (Simplifile):**

Residential Real Estate Review, Inc.  
 3217 DECKER LAKE DR

West Valley City, UT 84119-3284

Simplifile

**First Grantor:**

PNC BANK NA

**First Grantee:**

WILMINGTON SAVINGS FUND SOCIETY FSB, TR

**Fees:**

Document Recording Fee: \$34.00

Marginal Reference Fee: \$4.00

**Total Fees:** \$38.00

**Amount Paid:** \$38.00

**Amount Due:** \$0.00

**Instrument Number: 202505210052976****Recorded Date: 05/21/2025 1:56:28 PM**

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, please first check the document on our website to ensure it has been corrected. The document data always supersedes the cover page.

If an error on the cover page appears on our website after review please let our office know.

COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION.

**Recording Requested By:**  
Residential RealEstate Review

**When Recorded Return To:**  
Collateral Document Services  
Residential RealEstate Review  
3217 S. Decker Lake Drive  
Salt Lake City, UT, 84119  
(800) 258-8602

### **CORPORATE ASSIGNMENT OF MORTGAGE**

OH/FRANKLIN

Assignment Prepared on: May 02, 2025

**Assignor: PNC BANK, NATIONAL ASSOCIATION, SUCCESSOR BY MERGER TO NATIONAL CITY BANK,**  
at 3232 NEWMARK DR., MIAMISBURG, OH, 45342

**Assignee: WILMINGTON SAVINGS FUND SOCIETY, FSB, NOT IN ITS INDIVIDUAL CAPACITY BUT  
SOLELY AS OWNER TRUSTEE OF CSMC 2021-RPL4 TRUST,** at C/O SELECT PORTFOLIO SERVICING,  
INC., 3217 S. DECKER LAKE DRIVE, SALT LAKE CITY, UT, 84119

For value received, the Assignor does hereby grant, sell, assign, transfer and convey, unto the above-named Assignee all interest under that certain Mortgage Dated: 1/23/2008, in the amount of \$112,000.00, executed by SHIRLEY J LOVETT UNMARRIED to NATIONAL CITY BANK and Recorded: 2/8/2008, Instrument #: 200802080019969 in FRANKLIN County, State of Ohio.

Property Address: 1994 HEGEMON CREST DR, COLUMBUS, OH, 43219

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

PNC BANK, NATIONAL ASSOCIATION, SUCCESSOR BY MERGER TO NATIONAL CITY BANK

On: 5/7/2025

By: 

Name: Joni L. Mays

Title: Vice President

STATE OF Ohio

COUNTY OF Montgomery

On 5/7/2025, before me, Perla I Carmack, a Notary Public in and for Montgomery County in the State of Ohio, personally appeared Joni L. Mays, Vice President, PNC BANK, NATIONAL ASSOCIATION, SUCCESSOR BY MERGER TO NATIONAL CITY BANK, personally known to me (or 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, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,

  
Perla I Carmack

Notary Expires: 9/5/2027 / #: 2022-RE-853496



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**Document Prepared by:** Select Portfolio Servicing, Inc., 3217 S DECKER LAKE DRIVE, SALT LAKE CITY, UT, 84119, (800) 258-8602

**EXHIBIT D****LOAN MODIFICATION AGREEMENT**

This Loan Modification Agreement ("Agreement") is effective 01/01/2021, between SHIRLEY LOVETT, ("Borrower") and Select Portfolio Servicing, Inc., acting on behalf of the owner of the Note, ("Lender"). If Borrower's representations and covenants in Section 1 continue to be true in all material respects, then this Agreement will amend and supplement, as set forth in Section 2, the Note made by the Borrower, dated 01/28/2008, in the original principal sum of \$112,229.00 ("Note"). The Mortgage or Deed of Trust ("Security Instrument"), which was entered into as security for the Note, encumbers the real and personal property described in the Security Instrument (defined in the Security Instrument as the "Property"), known as:

1994 HEGEMON CREST  
COLUMBUS, OH 43219

The Note and Security Instrument are collectively referred to in this Agreement as the "Loan Documents."

1. Borrower Representations and Covenants. Borrower certifies, represents, covenants, and agrees as follows:

- a. Borrower is experiencing a financial hardship, and as a result, (i) is in default under the Note or default is imminent, and (ii) Borrower does not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future.
- b. There has been no impermissible change in the ownership of the Property since Borrower signed the Note.
- c. If requested by Lender, Borrower has provided documentation for all income that they receive.
- d. All documents and information Borrower has provided to Lender in connection with this Agreement, including the documents and information regarding eligibility for this Agreement, are complete, true and correct.
- e. Borrower has made or will make all payments required under a trial modification plan or loan workout plan, if applicable.
- f. The property is neither in a state of disrepair, nor condemned.
- g. Borrower is not a party to any litigation involving the Loan Documents, except to the extent the Borrower may be a defendant in a foreclosure action.

2. The Modification. If Borrower's representations and covenants in Section 1 continue to be true in all material respects and all preconditions to the modification set forth in Section 2 have been met, the Loan Documents will automatically become modified on 01/01/2021 (the "Modification Effective Date") and all late charges that remain unpaid will be waived. Borrower understands that if they fail to make any payments as a precondition to this modification under a workout plan or trial modification plan, this modification will not take effect. The first modified payment will be due on 02/01/2021.

- a. The Maturity Date will be: 10/01/2054.
- b. The modified principal balance of the Note will include all amounts and arrearages that will be past due as of the Modification Effective Date (including unpaid and deferred interest, fees, escrow advances and other costs, but excluding unpaid late charges, collectively, "Unpaid Amounts") less any amounts paid to the Lender but not previously credited to the account associated with the Note. The new principal balance of the Note will be \$102,814.31 (the "New Principal Balance"). Borrower understands that by agreeing to add the Unpaid Amounts to the outstanding principal balance, the added Unpaid Amounts accrue interest based on the interest rate in effect under this Agreement. Borrower also understands that this means interest will now accrue on the unpaid interest that is added to the outstanding principal balance, which would not happen without this Agreement.
- c. Interest at the rate of 4.250% will begin to accrue on the Interest Bearing Principal Balance as of 01/01/2021 and the first new monthly payment on the Interest Bearing Principal Balance will be due on 02/01/2021. The payment schedule for the modified Note is as follows:

Months	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Estimated Monthly Escrow Payment Amount*	Total Monthly Payment*	Payment Begins On	Number of Monthly Payments
1 - 36	4.25000%	01/01/2021	\$445.82	\$205.42, which may adjust periodically	\$651.24, which may adjust periodically	02/01/2021	36
37 - 48	5.25000%	01/01/2024	\$509.45	\$205.42	\$714.87	02/01/2024	12
49 - 60	6.25000%	01/01/2025	\$575.50	\$205.42	\$780.92	02/01/2025	12
61 - 72	7.25000%	01/01/2026	\$643.53	\$205.42	\$848.95	02/01/2026	12
73 - 405	7.50000%	01/01/2027	\$660.70	\$205.42	\$866.12	02/01/2027	333
<b>A final balloon payment on the Interest Bearing Principal Balance of \$39,462.74 is due on the Maturity Date.</b>							

\*The escrow payments may be adjusted periodically in accordance with applicable law and therefore the total monthly payment may change accordingly.

**BALLOON NOTICE.** In order to reach an affordable payment, we extended your amortization term, which is the rate or speed by which your mortgage is calculated to be paid off; however, your maturity term, which is the period of time until your mortgage becomes due and payable, could not be fully extended to an equal term. This is because the investor on your account allows us to change your amortization term but does not allow us to change the maturity term to match. As a result of the difference between these two periods, there will be an amount due of \$39,462.74 on the date your lien matures on 10/01/2054. The amount due at maturity is in addition to your monthly scheduled payment that you received as part of your modification.

- d. Borrower has agreed to establish an escrow account to pay for property taxes and homeowner's insurance and pay a monthly escrow payment in the initial amount of \$205.42. Borrower's total monthly payment of principal, interest and escrow will therefore be equal to \$651.24. Borrower acknowledges that the payments attributable to insurance and taxes are determined by the state taxing authorities and insurance companies and therefore, are subject to change from time to time. Borrower will be notified of any changes.

3. Other Agreements. Borrower and Lender also agree to the following:

- a. This Agreement shall supersede any modification, forbearance, trial period plan, or other workout plan that Borrower previously entered into with Lender.
- b. The Security Instrument and Note, as modified by this Agreement, are duly valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed.
- c. All terms of the Security Instrument and Note, except as expressly modified by this Agreement, or by the U.S. Bankruptcy Code, remain in full force and effect. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Note and Security Instrument.
- d. Borrower will be bound by and comply with all covenants, agreements, and requirements of the Note as modified by the Agreement and the Security Instrument, including all requirements to make payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Note and Security Instrument.

- e. If any document is lost, misplaced, misstated or inaccurately reflects the true and correct terms and conditions of the Loan Documents as amended by this Agreement, within ten (10) days after receipt of the Lender's request, Borrower will execute, acknowledge, initial, and deliver to the Lender any documentation the Lender deems necessary to replace or correct the lost, misplaced, misstated or inaccurate document(s). If Borrower fails to do so, Borrower will be liable for any and all loss or damage which the Lender reasonably sustains as a result of Borrower's failure. At Lender's option, this Agreement will be void and of no legal effect upon notice of such loss, misplacement, misstatement, or inaccuracy. If Borrower elects not to sign any such corrective documentation, the terms of the original Loan Documents shall continue in full force and effect, such terms will not be modified by this Agreement, and Borrower will not be eligible for a modification.
- f. The mortgage insurance premiums due from Borrower, if applicable, may increase as a result of the capitalization, which will result in a higher total monthly payment. Furthermore, the date on which Borrower may request cancellation of mortgage insurance may change as a result of the New Principal Balance.
- g. As of the Modification Effective Date, notwithstanding any other provision of the Loan Documents, Borrower agrees as follows: If all or any part of the Property or any interest in it is sold or transferred without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by the Mortgage. However, the Lender shall not exercise this option if federal law prohibits the exercise of such option as of the date of such sale or transfer. If the Lender exercises this option, the lender shall give borrower notice of acceleration. The notice shall provide a period of not less than thirty (30) days – depending on state law and other requirements – from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by the Mortgage without further notice or demand on the Borrower.
- h. As of the Modification Effective Date, a buyer of the Property will not be permitted, under any circumstance, to assume the Loan. In any event, this Agreement may not be assigned to, or assumed by, a buyer of the Property.
- i. All payment amounts specified in this Agreement assume that payments will be made as scheduled.
- j. If Borrower is in bankruptcy upon execution of this document, Borrower will cooperate fully with Lender in obtaining any required bankruptcy court and trustee approvals in accordance with local court rules and procedures. Borrower understands that if such approvals are not received, then the terms of this Agreement will be null and void. If this Agreement becomes null and void, the terms of the original Loan Documents shall continue in full force and effect, and such terms shall not be modified by this Agreement.
- k. If Borrower(s) received a discharge in a Chapter 7 bankruptcy subsequent to the execution of the Loan Documents, Lender agrees that such Borrower(s) will not have personal liability on the debt pursuant to this Agreement.
- l. In agreeing to the changes to the original Loan Documents as reflected in this Agreement, Lender has relied upon the truth and accuracy of all of the representations made by Borrower(s), both in this Agreement and in any documentation provided by or on behalf of Borrower(s) in connection with this Agreement. If Lender subsequently determines that such representations or documentation were not truthful or accurate, Lender may, at its option, rescind this Agreement and reinstate the original terms of the Loan Documents as if this Agreement never occurred.

**TAX CONSEQUENCES OF LOAN MODIFICATIONS.** There may be income tax consequences related to this loan modification. Because you will be responsible for paying any income tax due as a result of this loan modification, you may wish to consult a tax advisor before accepting this loan modification.

The Borrower(s) and Lender have signed this Agreement as of the Effective Date.

Shirley J. Lovett  
Borrower Signature:

Dec. 29, 2020  
Date:

n/a  
Borrower Signature:

                      
Date:

                      
Yanko D. Arreguin  
Document Control Officer  
Select Portfolio Servicing, Inc. (On behalf of Lender):

JAN 27 2021  
Date:

DIGIMAIL JAN 13 2021