

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

FRANKLIN COUNTY TREASURER,
Cheryl Brooks Sullivan,
Plaintiff,

Case No.

v.

Judge

Fairette L. Mock, et al.,
Defendant(s).

NOTICE


The Plaintiff, Cheryl Brooks Sullivan, duly elected Treasurer of Franklin County, Ohio, hereby gives notice to the Court that a Preliminary Judicial Report has been filed with the Clerk of Courts in this case.

Respectfully submitted,

**SHAYLA D. FAVOR
PROSECUTING ATTORNEY,
FRANKLIN COUNTY, OHIO.**



Brandon Coy Hendrix (0099111)
Assistant Prosecuting Attorney
Attorney for Plaintiff
373 S. High Street, 15th Floor
Columbus, OH 43215
Phone: (614) 525-3500
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 First American Title™	Preliminary Judicial Report
Judicial Report	ISSUED BY First American Title Insurance Company REPORT NUMBER 5007339-0065208e

Guaranteed Party Name: Cheryl Brooks Sullivan, Franklin County Treasurer File No.: FCP2463
Guaranteed Party Address: 373 South High Street Effective Date: 5/23/2025 @ 07:00 AM
City, State, Zip: Columbus, Ohio 43215

Pursuant to your request for a Preliminary Judicial Report (hereinafter "the Report") for use in judicial proceedings, **FIRST AMERICAN TITLE INSURANCE COMPANY** (hereinafter "the Company") hereby guarantees in an amount not to exceed \$ 29,459.98 that it has examined in 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 Fairette L. Mock by instrument recorded in Instrument No. 201909060115495 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.

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

First American Title Insurance Company



Kenneth D. DeGiorgio, President



Lisa W. Cornehl, Secretary

For Reference:

File #: FCP2463

Policy #: 5007339-0065208e

Issued By:

Alban, Esq., Glenn F.
7100 N. High St., Ste. 102
Worthington, OH 43085
Account No: 12144067
Telephone: N/A

By: 
Authorized Countersignature

This jacket was created electronically and constitutes an original document

Policy #: 5007339-0065208e

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

- (a) "Guaranteed Party": The party or parties named herein or the purchaser at judicial sale.
- (b) "Guaranteed Claimant": Guaranteed Party claiming loss or damage hereunder.
- (c) "Land": The land described specifically or by reference in Schedule A, and improvements affixed thereto, which by law constitute real property; provided however the term "land" does not include any property beyond the lines of the area specifically described or referred to in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, lanes, ways or waterways.
- (d) "Public Records": Those records under state statute and, if a United States District Court resides in the county in which the Land is situated, the records of the clerk of the United States District Court, which impart constructive notice of matters relating to real property to purchasers for value without knowledge and which are required to be maintained in certain public offices in the county in which the land is situated.

2. Determination of Liability

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

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

3. Liability of Company

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

4. Notice of Claim to be given by Guaranteed 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 **First American Title Insurance Company, Attn: Claims National Intake Center, 5 First American Way, Santa Ana, California 92707. Phone 888-632-1642 (claims.nic@firstam.com).**

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.

 First American Title™	Preliminary Judicial Report
Schedule A	ISSUED BY First American Title Insurance Company REPORT NUMBER 5007339-0065208e

File No.: FCP2563

DESCRIPTION OF THE LAND

Situated in the County of Franklin, State of Ohio and the City of Columbus, and being more particularly bounded and described as follows:


Being Lot N. Four Hundred Eleven (411), of SCIOTO WOODS SECTION 7, as the same is numbered and delineated upon the record plat thereof, of record in Plat Book 76, Page 33, Recorder's Office, Franklin County, Ohio.

For Informational Purposes Only:

Auditor's Parcel Number: 560-222817

Property Address: 3680 Newell Drive, Columbus, Ohio 43228

Prior Instrument Reference: 201909060115495

 First American Title™	Preliminary Judicial Report
	ISSUED BY First American Title Insurance Company
Schedule B	REPORT NUMBER 5007339-0065208e

File No.: FCP2563

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

1. Tax Duplicate for Parcel No. 560-222817

VALUATION: Land: \$43,860.00; Building: \$104,160.00; Total: \$148,020.00

Taxes for the year 2024 are \$4,179.94 per half, plus current assessments, if any, set forth below and are unpaid and due. The total amount due is \$29,459.98, which includes the second half of 2024 taxes, penalties, interest and unpaid assessments.

ASSESSMENTS: Delinquent Sewer Rental: \$3,048.60-unpaid payoff

Delinquent utility charges, weed cutting, and waste removal charges may become a lien on the subject real estate. No liability is assumed by the company for ascertaining the status of these charges (unless required by Purchase Contract and/or City Ordinance). The proposed insured is cautioned to obtain the current status of these payments.

NOTE: A search for uncertified special assessments has not been performed.

2. Restrictions found in a deed from Scioto Woods Associates to Mercury Agent Company filed December 10, 1992, at 3:00 p.m. in O.R. 21279, G18, Recorder's Office, Franklin County, Ohio.
3. Easement to Columbus Southern Power Company filed November 12, 1992, at 8:53 a.m. in O.R. 20986, G18, Recorder's Office, Franklin County, Ohio.
4. Building setback lines, restrictions and easements found in the Scioto Woods Section 7 Plat Book 76, page 33, Recorder's Office, Franklin County, Ohio.
5. A search of the bankruptcy records of PACER Service Center shows no pending proceedings for Fairette L. Mock.
6. An examination of the records of the County Recorder including, but not limited to, declarations, conditions, covenants and restrictions affecting the subject premises shows no organization or existence of a homeowner's association for the subject premises.
7. Any rights, title, interest or claim thereof to that portion of the land taken, used or granted for streets, road or highways.
8. Easements, restrictions, setback lines, declarations, conditions, covenants, reservations, and rights-of-way, if any, that were filed for record prior to the lien being foreclosed.

9. Coal, oil, natural gas, pipeline agreements, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved, as these potential rights and interest were not searched.
10. Rights of the public to use those portions of the subject premises lying within the bounds of any legal highway.
11. Notwithstanding the reference to acreage or square footage in the description set forth in Schedule A hereof, this report does not insure nor guarantee the acreage or quantity of land set forth therein.
12. Subject to O.R.C. §5301.256 prohibiting ownership of real property by certain foreign parties.

Issuing Agent: Glenn F. Alban
Address: 7100 N. High St., Suite 102
City, State & Zip: Worthington, Ohio 43085
Telephone: (614) 340-4044



First American Title™

Privacy Notice (2024 First American Financial Corporation) - English
Adopted (1-1-24)

Privacy Notice

Last Updated and Effective Date: December 1, 2023

First American Financial Corporation and its subsidiaries and affiliates (collectively, "First American," "we," "us," or "our") describe in our full privacy policy ("Policy"), which can be found at <https://www.firstam.com/privacy-policy/>, how we collect, use, store, and disclose your personal information when: (1) when you access or use our websites, mobile applications, web-based applications, or other digital platforms where the Policy is posted ("Sites"); (2) when you use our products and services ("Services"); (3) when you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method ("Communications"); (4) when we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies ("Third Parties"); and (5) when you interact with us to conduct business dealings, such as the personal information we obtain from business partners and service providers and contractors who provide us certain business services ("B2B"). This shortened form of the Policy describes some of the terms contained in the Policy.

The Policy applies wherever it is posted. To the extent a First American subsidiary or affiliate has different privacy practices, such entity shall have their own privacy statement posted as applicable.

Please note that the Policy does not apply to any information we collect from job candidates and employees. Our employee and job candidate privacy policy can be found [here](#).

What Type Of Personal Information Do We Collect About You? We collect a variety of categories of personal information about you. To learn more about the categories of personal information we collect, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Collect Your Personal Information? We collect your personal information: (1) directly from you; (2) automatically when you interact with us; and (3) from other parties, including business parties and affiliates.

How Do We Use Your Personal Information? We may use your personal information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, complying with relevant laws and our policies, and handling a claim. To learn more about how we may use your personal information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Disclose Your Personal Information? We do not sell your personal information or share your personal information for cross-context behavioral advertising. We may, however, disclose your personal information, including to subsidiaries, affiliates, and to unaffiliated parties, such as service providers and contractors: (1) with your consent; (2) in a business transfer; (3) to service providers and contractors; (4) to subsidiaries and affiliates; and (5) for legal process and protection. To learn more about how we disclose your personal information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Store and Protect Your Personal Information? The security of your personal information is important to us. That is why we take all commercially reasonable steps to make sure your personal information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your personal information.

How Long Do We Keep Your Personal Information? We keep your personal information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and disclosure of your personal information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.



First American Title™

**Privacy Notice (2024 First American Financial Corporation) - English
Adopted (1-1-24)**

International Jurisdictions: Our Services are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Services from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with the Policy. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Services, and your agreements with us.

Changes to Our Policy: We may change the Policy from time to time. Any and all changes to the Policy will be reflected on this page and in the full Policy, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR SERVICES OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THE POLICY.**

For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act and its implementing regulations. To learn more, please visit <https://www.firstam.com/privacy-policy/>.

Contact Us: dataprivacy@firstam.com or toll free at 1-866-718-0097.