

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

**BANK OF AMERICA, N.A.**

**CASE NO.  
JUDGE**

**Plaintiff,**

**vs.**

**ODILON MAITRE, et al.**

**PRELIMINARY JUDICIAL REPORT**

**Defendants.**

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Plaintiff respectfully submits to the Court its Preliminary and any Supplemental Judicial Report, attached hereto as “EXHIBIT A”, in compliance with Ohio Revised Code §2329.191(B).

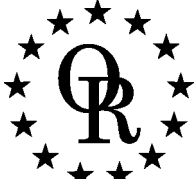
Respectfully Submitted,  
Padgett Law Group



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## Preliminary Judicial Report



PJR-

Order Number:

Guaranteed Party Name Mortgage Electronic Registration Systems, INC., As nominee for Bank of America, N.A

Guaranteed Party Address P.O. Box 2026, Flint, MI 48501-2026

Pursuant to your request for a Preliminary Judicial Report (hereinafter the Report) for use in judicial proceedings, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY (hereinafter the Company) hereby guarantees in an amount not to exceed \$202,321.39 that it has examined the public records in Franklin County, Ohio as to the land described in Schedule A, that the record title to the land is at the date hereof vested in Odilon Maitre by instrument recorded in InstNo: 202404010030762 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.

**Policy Issuer:** AVENUE 365 LENDER SERVICES, LLC  
One Oxford Valley  
2300 East Lincoln Highway | Suite 700  
Langhorne, PA 19047

Effective Date: 4/30/2025

Issued By:

*Nicholas J. DeSumma*

Signed By Authorized Signatory or Agent  
PLEASE PRINT NAME BELOW

Nicholas J. DeSumma

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

By

*C Monroe*

President

Attest

*Daniel Wald*

Secretary

## 1. Definition of Terms

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

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

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

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

## 2. Determination of Liability

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

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

## 3. Liability of Company

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

## 4. Notice of Claim to be given 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 Old Republic Title Insurance Company at 400 Second Avenue South, Minneapolis, Minnesota 55401.

## 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. 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.

## Preliminary Judicial Report



Issued By OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

File Number: [REDACTED] PJR Number- [REDACTED]

Description of Land

### SCHEDULE A

All the following described property:

Situated in the City of Columbus, County of Franklin, State of Ohio, and is described as follows:

Being Lot Number Nineteen (19) of OAK PARK ADDITION NO. 6, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 23, Page 31, Recorder's Office, Franklin County, Ohio.

The improvements thereon being known as 3226 Medina Avenue, Columbus, Ohio - 43224.

Parcel ID: 010-098442-00.

# Preliminary Judicial Report

## SCHEDULE B

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

### 1. Mortgages:

Mortgage from Odilon Maitre, Sole ownership to Mortgage Electronic Registration Systems, INC., As nominee for Bank of America, N.A. in the amount of \$202,991.00, dated March 29, 2024, recorded on April 1, 2024 as InstNo 202404010030763.

### 2. County Judgments, Mechanics & Materialmen's Liens, etc.: N/A

### 3. Taxes:

Property ID Number: 010-098442-00  
 Assessed Land Value: \$13,440.00  
 Improvements: \$46,900.00  
 Total: \$60,340.00

#### County Tax

First Half:	\$1,382.63	Paid Date:	2025-01-24	Paid?:	Paid
Second Half:	\$1,382.63	Due Date:	2025-06-20	Paid?:	Due
Delinquent:	\$None	Delinquency Good Through Date:			
Comments:	2024 Taxes are payable in 2025				

### 4. Restrictions, Easements and Covenants:

Subject to Covenant & Restrictions, Right of Ways, and Easements as set forth in Plat Book 23 Page 31.

### 5. Miscellaneous:

ESTATE RESULTS:  
 Odilon Maitre: None found

#### OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company

400 Second Avenue South, Minneapolis, Minnesota 55401

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By

*C Monroe*

President

Attest

*David Wald*

Secretary



## Supplemental Judicial Report

SJR - [REDACTED]

X SUPPLEMENTAL PRELIMINARY JUDICIAL REPORT  
\_\_\_\_ SUPPLEMENTAL FINAL JUDICIAL REPORT

Issued by OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

An examination of the record title from the Effective Date of Preliminary Judicial Report, any Supplemental Judicial Report or Final Judicial Report dated 4/30/2025, Order No. [REDACTED] has been made to the date hereof and the Company finds the following matters of record:

- ASSIGNMENT OF MORTGAGE with case no 202506030057522 filed/recorded on 06/03/2025  
(FOR MORTGAGE INST # 202404010030763.)

A review of the Foreclosure action styled N/A as Case Nos. N/A, Franklin County, Ohio, has been made and the Company finds no record in said proceedings of service completed on the following parties:

This examination is made for the use and benefit of the Guaranteed Party to said proceedings and the purchaser at judicial sale thereunder and is further subject to the Exclusions from coverage, the Exceptions contained in Schedule B and the Conditions and Stipulations of the Preliminary Judicial Report, Final Judicial Report and any supplements related hereto.

Effective Date: 6/5/2025

Issued By: Avenue 365 Lender Services, LLC

*Nicholas J. DeSumma*

Nicholas J. DeSumma  
Authorized Signature

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