

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

ELIZON MASTER PARTICIPATION TRUST
I, U.S. BANK TRUST NATIONAL
ASSOCIATION, AS OWNER TRUSTEE,

Plaintiff,

vs.

JOANN M. ODENWALD; *et al*

Defendant(s).

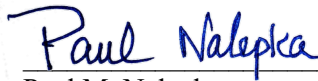
CASE NO.

JUDGE:

Preliminary Judicial Report

Attached hereto is a Preliminary Judicial Report in reference to the Complaint to Foreclose
Mortgage on the above referenced case.

Respectfully submitted,



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Pursuant to the Fair Debt Collection Practices Act, you are advised that Diaz Anselmo & Associates, P.A. is deemed to be a debt collector and any information obtained may be used for that purpose.



CHICAGO TITLE
INSURANCE COMPANY

Report No.: 4491-1-2025-01641-OH-2025.7248435-234142978

PRELIMINARY JUDICIAL REPORT

Order No.: 2025-01641-OH

Elizon Master Participation Trust I, U.S. Bank Trust National Association, as Owner Trustee

Pursuant to your request for a Preliminary Judicial Report (hereinafter "the Report") for use in judicial proceedings, CHICAGO TITLE INSURANCE COMPANY (hereinafter "the Company") hereby guarantees in an amount not to exceed \$39,375.52 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 Joann M. Odenwald by instrument recorded in Instrument No. 200006050110387 and free from all encumbrances, liens or defects of record, except as shown in Schedule B.

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

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

Effective Date: 05/02/2025

Issued By: CHICAGO TITLE INSURANCE COMPANY

By:

Authorized Officer or Agent
Joe Klein



By:

Michael J. Nolan
President

Attest:

Marjorie Nemzura
Secretary

CONDITIONS AND STIPULATIONS OF THIS PRELIMINARY JUDICIAL REPORT

1. Definition of Terms

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

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

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

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

2. Determination of Liability

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

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

3. Liability of Company

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

4. Notice of Claim to be given 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 the Company at its office, P.O. Box 45023, Jacksonville, Florida 32232-5023.

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.

**PRELIMINARY JUDICIAL REPORT
SCHEDULE A**

Description of Land

Situated in the City of Gahanna, County of Franklin and State of Ohio and being described as follows:

Being Unit Number 283, Building 24 of VILLAS OF GAHANNA CONDOMINIUM, as the same is numbered, designated, delineated, and described, in the Declarations, By-Laws and Drawings thereof, of record, respectively in Official Record Volume 19949, Page G-12, as amended in the First Amendment, recorded in Official Record Volume 21092, Page D-10, as amended in the Second Amendment, recorded in Official Record Volume 21848, Page G-05 and as amended in the Third Amendment, recorded in Official Record Volume 22923, Page B-20 and as amended in the Fourth Amendment, recorded in Instrument No. 199910140258843 and Condominium Plat Book 52, Pages 41 through 57, inclusive; Condominium Plat Book 54, Pages 1 through 13, inclusive and Condominium Plat Book 55, Pages 16 through 26, inclusive, Recorder's Office, Franklin County, Ohio.

283 Villa Oaks Lane
Columbus, Ohio 43230

PPN: 025-010056-00

CHICAGO TITLE INSURANCE COMPANY

**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. NOTE: This company has made no examination of the premises described herein for easements, restrictions, leases, or other matters of record other than liens.
2. Mortgage from Joann M. Odenwald, an unmarried woman to Mortgage Electronic Registration Systems, Inc., as nominee for (P.O. Box 2026, Flint, MI 48501-2026) America's Wholesale Lender (P.O. Box 660694, Dallas, TX 75266-0694), in the amount of \$94,400.00, and filed on October 22, 2003, and recorded in Instrument No. 200310220339192, of the Franklin County Records.

Assignment of Mortgage to Nationstar Mortgage LLC D/B/A MR. Cooper (8950 Cypress Waters Blvd., Coppell, TX 75019), filed for record October 04, 2018 and recorded in Instrument No. 201810040134862 of the Franklin County Records.

Assignment of Mortgage to Federal National Mortgage Association, its successors and assigns, (5600 Granite Pkwy, Building VII, Plano, TX 45024), filed for record May 01, 2023 and recorded in Instrument No. 202305010041692 of the Franklin County Records.

Assignment of Mortgage to J.P. Morgan Mortgage Acquisition Corp., its successors and assigns, (383 Madison Avenue, New York, NY 10179), filed for record May 02, 2023 and recorded in Instrument No. 202305020041972 of the Franklin County Records.

Assignment of Mortgage to Elizon Master Participation Trust I, US Bank Trust, National Association, as Owner Trustee (53 Forest Avenue, Old Greenwich, CT 06870), filed for record June 26, 2024 and recorded in Instrument No. 202406260063049 of the Franklin County Records.

3. Liens in favor of the State of Ohio filed, but not yet indexed in the dockets of the Franklin County Common Pleas Clerk.
4. Taxes for the year of 2025 and subsequent years are a lien, but are not yet due and payable.
The County Treasurer's General Tax Records for the tax year 2024 are as follows
PPN 025-010056-00
Taxes for the first half are paid.
Taxes for the second half are a lien, now due and payable June 20, 2025.
Per half amount \$1,962.90.

PJR EXTENDED COVERAGE ENDORSEMENT

Attached to and made a part of Preliminary Judicial Report No. 7248435-234142978

Issued by
CHICAGO TITLE INSURANCE COMPANY

The above-referenced Preliminary Judicial Report is amended as follows:

1. Definition of Terms is amended as follows:

“Guaranteed Party”: All parties to the proceedings and the purchaser at judicial sale.

5. Extent of Liability is amended to read as follows:

The liability of the Company to any Guaranteed Claimant or Guaranteed Party shall in no case exceed in the aggregate the amount stated herein; however, expenditures for litigation costs and attorney’s fees incurred in contesting a claim or reopening, continuing or initiating a judicial proceeding, shall not reduce the amount recoverable herein.


6. Options to Pay or Otherwise Settle Claims; Termination of Liability, subparagraphs (a) and (d) are amended to read as follows:

- a. To pay or tender to the Guaranteed Claimant the amount guaranteed under the Report or the balance remaining thereof. If this option is exercised, all liability of the Company under this Report terminates.
- 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 non-monetary defect or non-monetary encumbrance guaranteed against by this Report

This endorsement is made a part of the preliminary judicial report referred to above, and except as modified herein, is subject to the terms and provisions thereof.

Date: 05/02/2025

CHICAGO TITLE INSURANCE COMPANY

By: 
Authorized signatory
Joe Klein