

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

FREEDOM MORTGAGE CORPORATION

Plaintiff,

v.

BERMAN ZEFI, INDIVIDUALLY AND  
AS TRUSTEE OF THE BERMAN ZEFI  
REVOCABLE TRUST DATED 04/16/2021,  
ET AL.

Defendant(s).

CASE NO.

JUDGE:

Parcel: 010-087356-00

**PRELIMINARY JUDICIAL REPORT**

NOW COMES the Plaintiff, Freedom Mortgage Corporation, by and through Counsel, and presents to the Court a Preliminary Judicial Report in reference to the above captioned foreclosure action, attached hereto.

Respectfully Submitted,

/s/ Robert H. Young

Robert H. Young (SCR# 0036743)

Mark N. Dierks (SCR# 0040668)

Benjamin M. Rodriguez (SCR# 0079289)

BROCK & SCOTT, PLLC

Attorneys for Plaintiff

6725 Miami Avenue, Suite 202

Cincinnati, OH 45243

Phone: (954) 618-6955

Fax: (954) 618-6954

[robert.young@brockandscott.com](mailto:robert.young@brockandscott.com)

 <b>First American Title™</b>	<b>Preliminary Judicial Report</b> ISSUED BY <b>FIRST AMERICAN TITLE INSURANCE COMPANY</b>
<b>Judicial Report</b>	REPORT NUMBER <b>5007339-205731</b>

Guaranteed Party Name: FREEDOM MORTGAGE - FORECLOSURE

File No.: 3538154

Guaranteed Party Address: 11988 EXIT 5 PKWY BLDG 4

Effective Date: 05/29/2025

City, State, Zip: Fishers, IN 46037

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 \$220,924.00 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 Berman Zefi, Trustee of the Berman Zefi Revocable Trust dated April 16, 2021 by instrument recorded in Instrument Number: 202302270018056 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.

Issuing Agent: Mortgage Connect, LP  
Agent Account No.: 5238014  
Address: 600 Clubhouse Dr  
City, State, Zip: Moon Township, PA 15108  
Telephone: 866-789-1814

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**



Dennis J. Gilmore  
President



Jeffrey S. Robinson  
Secretary



By: \_\_\_\_\_  
Lisa Perry  
Authorized Countersignature

This jacket was created electronically and constitutes an original document

## 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](mailto: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.

 <div style="display: inline-block; vertical-align: middle; margin-left: 10px;"> <i><b>First American Title™</b></i> </div>	<h2 style="margin: 0;">Preliminary Judicial Report</h2>
	<p style="margin: 0; font-size: small;">ISSUED BY</p> <p style="margin: 0;"><b>FIRST AMERICAN TITLE INSURANCE COMPANY</b></p>
<h1 style="margin: 0;">Schedule A</h1>	<p style="margin: 0; font-size: small;">REPORT NUMBER</p> <p style="margin: 0;"><b>5007339-205731</b></p>

File No.: 3538154

### DESCRIPTION OF THE LAND

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

Being Lot Number Eighty-four (84) except for four (4) feet off the East side thereof, and also except seven (7) and 5/10 feet off the West side thereof, in Linmoor Addition, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 18, Page 13, Recorder's Office, Franklin County, Ohio.

BEING the same property conveyed to Berman Zefi, Trustee of the Berman Zefi Revocable Trust dated April 16, 2021 by Deed from Tucker Detweiler, unmarried, dated 02/14/2023 and recorded 02/27/2023 as Instrument No. 202302270018056 of Official Records.

Property Address: 1096 East 21st Avenue, Columbus, Ohio 43211

 <div data-bbox="337 142 690 193" data-label="Text"> <p><i>First American Title™</i></p> </div>	<div data-bbox="737 88 1243 138" data-label="Section-Header"> <p>Preliminary Judicial Report</p> </div> <div data-bbox="737 165 823 186" data-label="Text"> <p>ISSUED BY</p> </div> <div data-bbox="737 199 1471 233" data-label="Text"> <p><b>FIRST AMERICAN TITLE INSURANCE COMPANY</b></p> </div>
<div data-bbox="94 283 440 344" data-label="Section-Header"> <p><b>Schedule B</b></p> </div>	<div data-bbox="737 277 880 298" data-label="Text"> <p>REPORT NUMBER</p> </div> <div data-bbox="737 310 1015 350" data-label="Text"> <p><b>5007339-205731</b></p> </div>

File No.: 3538154

**EXCEPTIONS**

1. The last recorded document purporting to transfer title to the land described herein shows the following purported owner:

Grantor: Tucker Detweiler, unmarried  
 Grantee: Berman Zefi, Trustee of the Berman Zefi Revocable Trust dated April 16, 2021  
 Dated: 02/14/2023  
 Date Recorded: 02/27/2023  
 Consideration/Transfer Tax: \$0.00  
 Instrument No: 202302270018056

2. A.P. No.: 010-087356-00

Assessed Valuation:  
 Land:  
 Improvements:  
 Exemptions: \$0.00  
 Total Value: \$62,380.00

Tax Obligation Information:  
 Tax Period: Semi-Annual  
 Tax Year: 2024 2nd half  
 Tax Amount: \$1,543.35  
 Tax Status: Open

Exemption Information:  
 Homestead:  
 Agricultural:  
 Veteran:  
 Over 65:  
 Mobile Home:  
 Disability:

Tax Information:

3. A Deed of Trust/Mortgage to secure an original indebtedness of \$220,924.00, and any amounts or obligations secured thereby:

Dated: 02/22/2023

Recorded: 02/27/2023

As Instrument No.: 202302270018058 Of Official Records.

Trustor: Berman Zefi, Trustee of the Berman Zefi Revocable Trust dated 04/16/2021

Beneficiary: MERS, Inc., as nominee for T2 Financial LLC d/b/a Revolutions Mortgage

MERS MIN: 1014783-0000086698-1

- i. The beneficial interest under the Deed of Trust was assigned by MERS, Inc., as mortgagee, as nominee for T2 Financial LLC d/b/a Revolution Mortgage, its successors and assigns to Freedom Mortgage Corporation by Assignment recorded 04/11/2025 as Instrument No. 202504110036513 of Official Records.
4. No examination has been made for covenants, conditions and restrictions, easements, rights of way, mineral leases or other leases, if any, affecting the premises described herein, prior to the date of 2/27/2023 and no coverage for said matters is provided for herein.
5. Subject to easements, restrictions and other matters as set forth on Plat recorded in Plat Book 18, Page 13.
6. No evidence of the filing of a Homeowner's/Condominium Association within the scope of the search.