

IN THE COURT OF COMMON PLEAS
FRANKLIN COUNTY, OHIO

.....

**Fifth Third Bank N.A.
Madisonville Operations Center
MD 1MOBBW
5001 Kingsley Drive
Cincinnati, Ohio 45227**

Plaintiff

vs.

**Brandon S. Humphrey
2634 Elliott Avenue
Columbus, OH 43204**

**Franklin County Treasurer
373 South High Street
17th Floor
Columbus, OH 43215**

**Jane Doe, Name Unknown, the Unknown
Spouse of Brandon S. Humphrey (if any)
2634 Elliott Avenue
Columbus, OH 43204**

Defendants.

Case No. _____

Judge _____

COMPLAINT FOR FORECLOSURE

Now comes Plaintiff, Fifth Third Bank N.A. ("Plaintiff"), who hereby alleges and asserts against the Defendants as follows:

Background

1. Brandon S. Humphrey executed the promissory note (the "Note") that is the subject of this action. A copy of the Note is attached hereto as Exhibit A.

2. Attached hereto as Exhibit B is a copy of the mortgage (the "Mortgage") that was validly executed in connection with the execution of the Note. The parties to the Mortgage intended that it attach to the entire fee simple interest in the property.
3. The Mortgage was recorded December 11, 2009 as Instrument Number 200912110179204, Franklin County, Ohio records.
4. The Mortgage is a lien on the property (the "Property") described more fully in the attached Mortgage.
5. The Note and Mortgage are in default. Plaintiff has satisfied conditions precedent and declared the entire balance due and payable.
6. Plaintiff states that it may have a further interest in the property by virtue of a second mortgage in the amount of \$87,000.00, filed for record on December 7, 2023, and recorded as Instrument Number 202312070127262, Franklin County, Ohio records..

COUNT ONE: BREACH OF NOTE

7. Plaintiff incorporates each of the preceding allegations into Count One by reference.
8. Plaintiff is due upon the Note the principal amount of \$71,814.86, plus interest on the outstanding principal amount at the rate of 5% per annum from December 1, 2024, plus late charges and advances and all costs and expenses incurred for the enforcement of the Note and Mortgage, except to the extent the payment is prohibited by Ohio law.
9. Plaintiff is a person entitled to enforce the Note.
10. As of January 1, 2019, Fifth Third Bank is the successor in interest by operation of law pursuant to the merger of Fifth Third Mortgage Company with and into Fifth Third Bank as evidenced by the attached certificates of merger. As the proper successor in interest to

Fifth Third Mortgage Company, Fifth Third Bank is the person entitled to enforce the note and has proper standing to bring this action.

COUNT TWO: FORECLOSURE

11. Plaintiff incorporates each of the preceding allegations into Count Two by reference.
12. The Mortgage is a valid and subsisting lien on the Property, subject only to any lien that may be held by the County Treasurer that has priority over the Mortgage as a matter of law.
13. The Mortgage was given to secure the Note.
14. Plaintiff is entitled to foreclose the Mortgage due to default. See Exhibit B, Exhibit C, and Exhibit D.
15. The Preliminary Judicial Report attached to this Complaint as Exhibit E refers to other persons, if any, who are named as defendants in this action.
16. The identity of Jane Doe, Name Unknown, the Unknown Spouse of Brandon S. Humphrey (if any) is unknown and could not be discovered by reasonable diligence.

PRAYER FOR RELIEF

17. Plaintiff prays for the following relief:
 - judgment against Brandon S. Humphrey in the principal amount of \$71,814.86, plus interest on the outstanding principal amount at the rate of 5% per annum from December 1, 2024, plus late charges and advances and all costs and expenses incurred for the enforcement of the Note and Mortgage, and any and all condominium/homeowner association fees, dues, assessments, expenses/charged incurred and/or paid, except to the extent the payment is prohibited by Ohio law,

supplemented by any additional amounts found to be due and owing under the additional mortgage referenced in this Complaint;

- a finding that the Mortgage is a valid and subsisting lien on the Property, subject only to any lien that may be held by the County Treasurer that has priority over the Mortgage as a matter of law;
- an order (1) foreclosing the equity of redemption and dower of all defendants named in this action, (2) requiring that the Property, be sold free and clear of all liens, interests, and dower, (3) requiring all defendants to set up their liens or interest in the Property or be forever barred from asserting such liens or interests, (4) requiring that the proceeds of the sale of the Property be applied to pay all amounts due Plaintiff, and (5) granting Plaintiff all other relief, legal and equitable, as may be proper and necessary, including, for example, a writ of possession.

Respectfully submitted,

/s/ Kyle E. Timken

Kyle E. Timken (0071381)
Angela D. Kirk (0075177)
Ann Marie Johnson (0072981)
Michael E. Carleton (0083352)
Carla M. Allen (0100929)
Kimberly D. Fulkerson (0073756)
Kirsten E. Friedman (0096466)
Richard J. Sykora (0093134)
MDK Legal
P. O. Box 165028
Columbus, OH 43216-5028
Telephone: 614-220-5611
Fax: 614-220-5613
Email: KETimken@mdklegal.com
Attorney for Plaintiff

***Please note: The documents attached hereto may have been redacted to remove personal information and personal identifiers, such as financial account information, social security numbers, dates of birth, and similar information to further protect the privacy of borrowers and mortgagors.**

Multistate

NOTE

November 23, 2009

[Date]

2634 Elliott Ave
Columbus, OH 43204
[Property Address]

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means Fifth Third Mortgage Company

and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of One Hundred Five Thousand Seven Hundred Ninety One And Zero/100

Dollars (U.S. \$ 105,791.00), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of Five percent (5.000 %) per year until the full amount of principal has been paid.

3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

4. MANNER OF PAYMENT

(A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on January 01 , 2010 . Any principal and interest remaining on the first day of December , 2039 , will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at P.O. Box 630170, Cincinnati, OH 45263

or at such place as Lender may designate in writing by notice to Borrower.

(C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. \$ 567.91 . This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

(D) Allonge to this Note for payment adjustments

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. [Check applicable box]

☐ Graduated Payment Allonge ☐ Growing Equity Allonge ☐ Other [specify]

5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

6. BORROWER'S FAILURE TO PAY

(A) Late Charge for Overdue Payments

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of Four percent (4.000 %) of the overdue amount of each payment.

(B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

(C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

7. WAIVERS

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

8. GIVING OF NOTICES

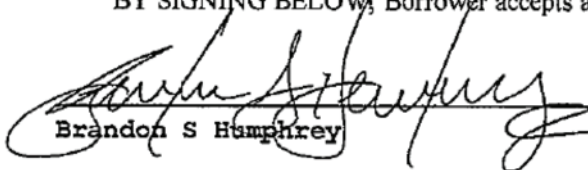
Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

 (Seal)
Brandon S Humphrey -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

200912110179204
Pg 12 \$108.00 120090067648
12/11/2009 12:12PM KEPTTRANSOUNT
Robert G. Montgomery
Franklin County Recorder

Return To:
Fifth Third Mortgage Company
5001 Kingsley Drive, MD: 1MOCBQ, Cincinnati, OH 45227

[Space Above This Line For Recording Data]

State of Ohio

OPEN-END MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on November 23, 2009
The Mortgagor is Brandon S Humphrey, a married man

whose current mailing address is 2634 Elliot Ave, Columbus, OH 43204

("Borrower"). This Security Instrument is given to Fifth Third Mortgage Company

which is organized and existing under the laws of the state of Ohio, and
whose address is 5001 Kingsley DR, MD: 1MOCBQ, Cincinnati, OH 45227

("Lender"). Borrower owes Lender the principal sum of
One Hundred Five Thousand Seven Hundred Ninety One And Zero/100
Dollars (U.S. \$ 105,791.00).

FHA Open-End Mortgage-OH
VMP ®
Wolters Kluwer Financial Services

FHA 4/96
VMP4R(OH) (0902)
Page 1 of 11

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on December 01, 2039. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to the Lender the following described property located in Franklin County, Ohio: See Attached

Parcel ID Number: 144000223000
which has the address of 2634 Elliott Ave [Street]
Columbus [City], Ohio 43204 [Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

FHA Open-End Mortgage-OH
VMP ®
Wolters Kluwer Financial Services

FHA 4/96
VMP4R(OH) (0902)
Page 2 of 11

EXHIBIT "A"

The following described real estate located in Franklin County, Ohio:

Situated in the County of Franklin, State of Ohio and in the Village of Valleyview:

Being Lot Number One Hundred Twenty-two (122) Valleyview Addition, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 18, Page 15, Recorder's Office, Franklin County, Ohio.

Parcel No: 144-000223-00

Borrower and Lender covenant and agree as follows:
UNIFORM COVENANTS.

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 *et seq.* and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. **Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. **Fees.** Lender may collect fees and charges authorized by the Secretary.

9. **Grounds for Acceleration of Debt.**

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) Mortgage Not Insured. Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. Foreclosure Procedure. If Lender requires immediate payment in full under Paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 18, including, but not limited to, costs of title evidence.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. Release. Upon payment of all sums secured by this Security Instrument, Lender shall discharge this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

20. Advances to Protect Security. This Security Instrument shall secure the unpaid balance of advances made by Lender, with respect to the Property, for the payment of taxes, assessments, insurance premiums and costs incurred for the protection of the Property.

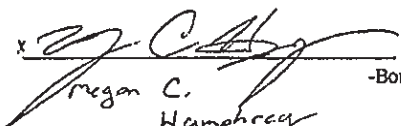
21. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)].

- | | | |
|---|--|--|
| <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Growing Equity Rider | <input type="checkbox"/> Other [specify] |
| <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Graduated Payment Rider | |

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

 (Seal)
Brandon S. Humphrey -Borrower

x  (Seal)
Megan C. Humphrey -Borrower
signing solely to release her house
interest

(Seal) (Seal)
-Borrower -Borrower

(Seal) (Seal)
-Borrower -Borrower

(Seal) (Seal)
-Borrower -Borrower

STATE OF OHIO, Franklin

County ss:

This instrument was acknowledged before me this 23rd day of November, 2009, by
Brandon S Humphrey and Megan C. Humphrey

My Commission Expires:



BRUCE A. LANDIS
(Seal) Notary Public, State of Ohio
My Commission Expires
January 17, 2010

A handwritten signature in cursive script, appearing to read "B. A. Landis", written over a horizontal line.

Notary Public
This instrument was prepared by:
Fifth Third Mortgage Company



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	CERT	COPY
01/02/2019	201836502538	Merger (MER)	99.00	0.00	0.00	0.00

Receipt

This is not a bill. Please do not remit payment.

DINSMORE & SHOHL
CHRISTIAN GONZALEZ
191 W. NATIONWIDE BLVD., SUITE 300
COLUMBUS, OH 43215

**STATE OF OHIO
CERTIFICATE**

**Ohio Secretary of State, Jon Husted
877750**

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

FIFTH THIRD BANK

and, that said business records show the filing and recording of:

Document(s)

Merger

Document No(s):

201836502538

Effective Date: 01/01/2019



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio this
2nd day of January, A.D. 2019.

Ohio Secretary of State

DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	CERT	COPY
01/02/2019	201836502538	MERGED OUT OF EXISTENCE (MEX)	0.00	0.00	0.00	0.00

Receipt

This is not a bill. Please do not remit payment.

DINSMORE & SHOHL
CHRISTIAN GONZALEZ
191 W. NATIONWIDE BLVD., SUITE 300
COLUMBUS, OH 43215

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jon Husted
668805

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

FIFTH THIRD MORTGAGE COMPANY

and, that said business records show the filing and recording of:

Document(s)

MERGED OUT OF EXISTENCE

Document No(s):

201836502538

Effective Date: 01/01/2019



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio this
2nd day of January, A.D. 2019.

A handwritten signature in cursive script that reads "Jon Husted".

Ohio Secretary of State



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	CERT	COPY
12/09/2019	201934303246	Conversion Within SOS Records (CVS)	99.00	0.00	0.00	0.00

Receipt

This is not a bill. Please do not remit payment.

FIFTH THIRD BANK, NATIONAL ASSOCIATION
ATTN: LESLIE ADAMS
38 FOUNTAIN SQUARE PLAZA, MD10909F
CINCINNATI, OH 45263

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Frank LaRose**877750**

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

FIFTH THIRD BANK, NATIONAL ASSOCIATION

and, that said business records show the filing and recording of:

Document(s)

Conversion Within SOS Records**Effective Date: 12/06/2019**

Document No(s):

201934303246

CHANGE BUSINESS TYPE TO FOREIGN FOR PROFIT



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio this
9th day of December, A.D. 2019.

Frank LaRose
Ohio Secretary of State

Form 700 Prescribed by:



Toll Free: 877.767.3453
 Central Ohio: 614.466.3910
OhioSoS.gov
business@OhioSoS.gov
 File online or for more information: OhioBusinessCentral.gov

Mail this form to one of the following:

Regular Filing (non expedite)
 P.O. Box 1329
 Columbus, OH 43216
 Expedite Filing (Two business day processing time.
 Requires an additional \$100.00)
 P.O. Box 1390
 Columbus, OH 43216

For screen readers, follow instructions located at this path.

Certificate for Conversion for Entities Converting Within or Off the Records of the Ohio Secretary of State

Filing Fee: \$99
Form Must Be Typed

(CHECK ONLY ONE (1) BOX)

(1) ☒ **Converting Within The Records of the Ohio
Secretary of State**

(2) ☐ **Converting Off The Records of the Ohio
Secretary of State (187-VXX)**

Name of the converting entity Fifth Third Bank

Jurisdiction of Formation Ohio

Charter/Registration Number 877750

The converting entity is a:
 (Check Only (1) One Box)

- | | |
|---|--|
| <input type="checkbox"/> Domestic Nonprofit Corporation
<input checked="" type="checkbox"/> Domestic For-Profit Corporation
<input type="checkbox"/> Foreign Nonprofit Corporation
<input type="checkbox"/> Foreign For-Profit Corporation
<input type="checkbox"/> Domestic Nonprofit Limited Liability Company
<input type="checkbox"/> Foreign Nonprofit Limited Liability Company
<input type="checkbox"/> Domestic For-Profit Limited Liability Company
<input type="checkbox"/> Foreign For-Profit Limited Liability Company | <input type="checkbox"/> Partnership
<input type="checkbox"/> Domestic Limited Partnership
<input type="checkbox"/> Foreign Limited Partnership
<input type="checkbox"/> Domestic Limited Liability Partnership
<input type="checkbox"/> Foreign Limited Liability Partnership |
|---|--|

The converting entity hereby states that it has complied with all laws in the jurisdiction under which it exists and that those laws permit the conversion.

RECEIVED
 2019 DEC -6 PM 1:35
 CLIENT SERVICE CENTER

Name of the converted entity

Fifth Third Bank, National Association

Jurisdiction of Formation

United States

The converted entity is a:
(Check Only (1) One Box)

- | | |
|--|---|
| <input type="checkbox"/> Domestic For-Profit Corporation | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Domestic Professional Association | <input type="checkbox"/> Domestic Limited Partnership |
| <input type="checkbox"/> Foreign Nonprofit Corporation | <input type="checkbox"/> Foreign Limited Partnership |
| <input checked="" type="checkbox"/> Foreign For-Profit Corporation | <input type="checkbox"/> Domestic Limited Liability Partnership |
| <input type="checkbox"/> Domestic Nonprofit Limited Liability Company | <input type="checkbox"/> Foreign Limited Liability Partnership |
| <input type="checkbox"/> Foreign Nonprofit Limited Liability Company | |
| <input type="checkbox"/> Domestic For-Profit Limited Liability Company | |
| <input type="checkbox"/> Foreign For-Profit Limited Liability Company | |

Effective Date (MM/DD/YYYY)
(Optional)

11/14/2019

(The conversion is effective upon the filing of this certificate or on a later date specified in the certificate)

Name and address of the person or entity that will provide a copy of the declaration of conversion upon written request.

Fifth Third Bank, National Association, Office of the Corporate Secretary

Name

38 Fountain Square Plaza, MD 10909F

Mailing Address

Cincinnati

City

Ohio

State

45263

Zip Code

Required information that must accompany conversion certificate if box 2 is checked

If the converting entity is a domestic or foreign entity that will not be licensed in Ohio, provide the name and address of the statutory agent upon whom any process, notice or demand may be served.

Corporation Service Company

Name of Statutory Agent

50 West Broad Street, Suite 1330

Mailing Address

Columbus

City

OH

State

43215

ZIP Code

See instructions for additional filing requirements if

- (1) the conversion creates a new domestic entity,
- (2) the converted entity is a foreign entity that desires to transact business in Ohio; or
- (3) if a domestic corporation or foreign corporation licensed in Ohio is the converting entity.

By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.

Required
Must be signed by an
authorized representative.


Signature

By (if applicable)

Susan B. Zaunbrecher
Print Name

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

Form 530A Prescribed by:



Toll Free: 877.767.3453

Central Ohio: 614.466.3910

OhioSoS.govbusiness@OhioSoS.govFile online or for more information: OhioBusinessCentral.gov

Mail this form to one of the following:

 Regular Filing (non expedite)
 P.O. Box 670
 Columbus, OH 43216

 Expedite Filing (Two business day processing time.
 Requires an additional \$100.00)

 P.O. Box 1390
 Columbus, OH 43216

For screen readers, follow instructions located at this path.

Foreign For-Profit Corporation Application for License

Filing Fee: \$99
(151-FLF)
Form Must Be Typed

 The application is made to procure a ☒ Permanent License ☐ Temporary License (valid for six months)

Attach Certificate of Good Standing from the jurisdiction of formation (see instructions)

 Name of Corporation **Fifth Third Bank, National Association**
 (Name must match the name on the Certificate of Good Standing)

 Assumed name under which the corporation will do business, if its corporate name is not available in Ohio.
 (Must attach "Resolution of Foreign Corporation to Qualify Under An Assumed Name" Form 591)

 Under the Laws of the Jurisdiction of
 (Jurisdiction of Formation)

N/A

United States

State

Country

Date of Incorporation in Jurisdiction of Formation

11/14/2019

Date of Incorporation

The location of the principal office is:

38 Fountain Square Plaza

Mailing Address

Cincinnati

OH

United States

45263

City

State

Country

ZIP Code

If the principal office is located outside Ohio, provide a location in Ohio, if one exists.

Mailing Address

City

State

ZIP Code

A brief summary of the corporate purpose(s) to be exercised within Ohio

To carry out the business of banking and any other business not prohibited for a national bank

Appointment of Agent

The corporation hereby appoints the following as its statutory agent upon whom process against the corporation may be served in Ohio.

Corporate Service Company

Agent Name

50 West Broad Street, Suite 1330

Mailing Address

Cincinnati

City

Ohio

State

43215

ZIP Code

The entity above irrevocably consents to service of process on the agent listed above as long as the authority of the agent continues, and to service of process upon the Ohio Secretary of State if:

- A. an agent is not appointed, or
- B. an agent is appointed but the authority of that agent has been revoked, or
- C. the agent cannot be found or served after the exercise of reasonable diligence.

Pursuant to Ohio Revised Code 1703.29(A), a foreign corporation may be required to pay an additional \$250 fee if the application is being made to enable the corporation to prosecute or defend a legal action. Please see the Ohio Revised Code or Instructions for more information.

- ☒ No, the corporation is not filing for this purpose and an additional fee is not included.
- ☐ Yes, the application is being filed for this purpose and the additional \$250 fee is included with the filing fee.

If yes then:

Pursuant to Ohio Revised Code 1703.29 (B), a foreign corporation that began transacting business in Ohio prior to 2009 without a license may be required to provide a certificate from the tax commissioner which states that the corporation has paid all franchise taxes which it should have paid had it qualified to do business in this state.

Did the corporation begin transacting business in Ohio prior to 2009 without obtaining a license?

- ☐ Yes, the Certificate of Tax Clearance from the tax commissioner is attached.
- ☒ No, the corporation began transacting business in 2009 or later, therefore, a Certificate of Tax Clearance is not required.

Susan B. Zaunbrecher

Name of Officer

, being first duly sworn, deposes and says that he/she is the

Executive Vice President, Chief Legal Officer

Officer Title

of

Fifth Third Bank, National Association

Corporation

the corporation described in the foregoing application, and that the statements contained in said application are true and correct to best of my knowledge and belief.

Name

Susan B. Zaunbrecher

Signature



Sworn before me and subscribed on

12/3/19

Date



Notary Public

TAMI A. COX
Notary Public, State of Ohio
My Commission Expires
November 13, 2023

Expiration Date of Notary's Commission

11/13/23
Date



TAMI A. COX
Notary Public, State of Ohio
My Commission Expires
November 13, 2023



Office of the Comptroller of the Currency

Washington, DC 20219

CERTIFICATE OF CORPORATE EXISTENCE

I, Joseph Otting, Comptroller of the Currency, do hereby certify that:

1. The Comptroller of the Currency, pursuant to Revised Statutes 324, et seq, as amended, and 12 USC 1, et seq, as amended, has possession, custody, and control of all records pertaining to the chartering, regulation, and supervision of all national banking associations.
2. "Fifth Third Bank, National Association," Cincinnati, Ohio (Charter No. 25190), is a national banking association formed under the laws of the United States and is authorized thereunder to transact the business of banking on the date of this certificate.

IN TESTIMONY WHEREOF, today,
November 15, 2019, I have hereunto
subscribed my name and caused my seal
of office to be affixed to these presents at
the U.S. Department of the Treasury, in
the City of Washington, District of
Columbia




Comptroller of the Currency

CHICAGO TITLE
INSURANCE COMPANY**PRELIMINARY JUDICIAL REPORT****Issued by****Chicago Title Insurance Company**

Order No.: 250318915

GUARANTEED PARTY: FIFTH THIRD MORTGAGE COMPANY
GUARANTEED PARTY ADDRESS: 5001 KINGSLEY DR, MD: 1M0CBQ, CINCINNATI, OH 45227

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 \$71,814.86, 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 Brandon S. Humphrey by instrument recorded in Instrument No 200311060356531, Dated 10/28/2003, Recorded 11/06/2003 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: 05/27/2025

Issued By: ServiceLink, LLC

Signed By:

Steve M. Ringeisen

CHICAGO TITLE INSURANCE COMPANY

By:
Michael J. Nolan
PresidentATTEST:
Marjorie Niemzara
Secretary



CHICAGO TITLE
INSURANCE COMPANY

**SCHEDULE A
DESCRIPTION OF LAND**

SITUATED IN THE COUNTY OF FRANKLIN, STATE OF OHIO AND IN THE VILLAGE OF VALLEYVIEW:

BEING LOT NUMBER ONE HUNDRED TWENTY-TWO (122) VALLEYVIEW ADDITION, AS THE SAME IS NUMBERED AND DELINEATED UPON THE RECORDED PLAT THEREOF, OF RECORD IN PLAT BOOK 18, PAGE 15, RECORDER'S OFFICE, FRANKLIN COUNTY, OHIO.

PARCEL NO. 144-000223-00

PROPERTY ADDRESS: 2634 ELLIOTT AVENUE, COLUMBUS, OH 43204



SCHEDULE B

The matters shown below are exceptions to this Preliminary Judicial Report and the company assumes no liability arising there from:

1. GENERAL AND SPECIAL STATE, COUNTY AND/OR CITY PROPERTY TAXES FOR THE FISCAL YEAR 2024, AS FOLLOWS:

ASSESSOR'S TAX ID: 148-000717-00

ALTERNATE
ACCOUNT NUMBER:

TOTAL: \$4,072.50

FIRST INSTALLMENT: \$2,036.25 PAID (DUE DATE:)

SECOND
INSTALLMENT: \$2,036.25 OPEN (DUE DATE:)

LAND VALUE: \$5,150.00

IMPROVEMENT
VALUE: \$59,330.00

EXEMPTION:

SPECIAL
ASSESSMENT:

2. SUBJECT TO EASEMENTS, RESTRICTIONS, SETBACK LINES, DECLARATIONS, COVENANTS, RESERVATION, AND RIGHT-OF WAY, IF ANY THAT WERE FILED FOR RECORD PRIOR TO THE LIEN BEING FORECLOSED.
3. ANY LEASE, GRANT, EXCEPTION OR RESERVATION OF MINERALS OR MINERAL RIGHTS TOGETHER WITH ANY RIGHTS APPURTENANT THERETO.
4. OIL AND GAS LEASES, PIPELINE AGREEMENTS OR ANY OTHER INSTRUMENTS RELATED TO THE PRODUCTION OR SALE OF OIL AND GAS WHICH MAY ARISE SUBSEQUENT TO THE DATE OF THE POLICY.
5. ANY INACCURACY IN THE AREA, SQUARE FOOTAGE, OR ACREAGE OF LAND DESCRIBED IN SCHEDULE A OR ATTACHED PLAT, IF ANY. THE COMPANY DOES NOT INSURE THE AREA, SQUARE FOOTAGE, OR ACREAGE OF THE LAND.
6. IN THE EVENT THAT ANY EXCEPTION HEREIN CONTAINS COVENANTS, CONDITIONS AND RESTRICTIONS, SAID EXCEPTION OMITS ANY COVENANTS OR RESTRICTIONS, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW.

SCHEDULE B

(Continued)

7. SUBJECT TO MORTGAGE FROM BRANDON S. HUMPHREY, A MARRIED MAN TO FIFTH THIRD MORTGAGE COMPANY IN INSTRUMENT NO.: 200912110179204, IN THE AMOUNT OF \$105,791.00, OPEN ENDED TO \$105,791.00, DATED: 11-23-2009, RECORDED: 12-11-2009, IN FRANKLIN COUNTY RECORDS.

NOTE: NO CONDO/PUD RIDER

8. SUBJECT TO MORTGAGE FROM BRANDON S. HUMPHREY, SINGLE TO FIFTH THIRD BANK, N.A. (CENTRAL OHIO) IN INSTRUMENT NO.: 202312070127262, IN THE AMOUNT OF \$87,000.00, DATED: 11-27-2003, RECORDED: 12-07-2023, IN FRANKLIN COUNTY RECORDS.

NOTE: MASTER MORTGAGE FORM WAS RECORDED ON 05/28/2004 AS INSTRUMENT NO. 200405280123442

**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 to 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:

Chicago Title Insurance Company
P.O. Box 45023, Jacksonville, FL, 32232
Attn: Claims Department

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.

Effective January 1, 2025

SERVICELINK PRIVACY NOTICE

ServiceLink (“our,” “us,” or “we”) respects and is committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

Collection of Personal Information

ServiceLink may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver’s license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information);
- geolocation data;
- information about your use of, or interaction with, our or others’ websites, applications or advertisements; biometric data (e.g., fingerprints, retina or iris scans, voiceprints, or other unique biological characteristics; and
- other personal information, such as calendar events, necessary to provide products or services to you.

We may collect Personal Information about you from:

- you or your agent;
- your transactions or interactions with ServiceLink, our affiliates, or others;
- third party advertising vendors; and
- consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

ServiceLink automatically collects the following categories of Browsing Information when you access our website found at svclnk.com, online service, or application from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on our website, such as date and time of your visit to the website, and visits to the pages within our website.

Like most websites, our servers automatically log each visitor to our website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our website. Browsing Information generally does not reveal anything personal about you, though if you have created a user account with us and are logged into that account, then we may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit our website, if you consent, a “cookie” may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer’s hard drive. Information gathered using cookies helps us improve your user experience by, for example,

helping the website load properly or customizing the display page based on your browser type and user preferences. Cookie information also helps us and our third party advertising vendors provide you with targeted advertisements. You can choose whether or not to accept cookies by using the cookie banners found on our website or changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our website.

Do Not Track. Our website responds to “Do Not Track” features enabled through your browser in the following ways. As explained in this notice, we use certain technologies to collect information about your online activities on our websites over time. You can opt out of such tracking on these websites by changing the settings on the cookie banner found on our website. Our website technology also recognizes Global Privacy Control signals through most web browsers.

Links to Other Sites. Our website may contain links to unaffiliated third-party websites. We are not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Third Party Advertisers. We work with third-party vendors to advertise our products online. These vendors, such as Google and LinkedIn, show our ads on various websites across the internet and use technologies such as cookies, device identifiers, and/or remarketing pixels, to show ads based on certain criteria, including your prior use of our websites or app(s). We will not share information regarding your use of our website or apps with those third-party advertisers if you opt out of such cookie sharing. If you want to manage our use of cookies, use the cookie banner found on our website. To opt out of Google’s use of cookies or device identifiers more broadly, you can adjust your Google Ads Settings. Alternatively, you can opt out of a third-party vendor’s use of cookies by visiting the Network Advertising Initiative opt-out page found at <https://optout.networkadvertising.org/?c=1> or control the use of device identifiers by using your device’s settings. In addition, LinkedIn members can adjust their settings at <https://www.linkedin.com/help/linkedin/answer/125463/manage-cookie-preferences?lang=en>, while non-members can adjust LinkedIn’s cookie use at <https://www.linkedin.com/psettings/guest-controls>.

Use of Personal Information

ServiceLink uses Personal Information for these main purposes:

- To provide or advertise products and services to you or your company or in connection with a transaction involving you.
- To improve our products and services.
- To prevent and detect fraud.
- To maintain the security of our systems, tools, accounts, and applications.
- To verify and authenticate identities and credentials.
- With your consent, communicate with you about our, and our affiliates’, products and services.
- To provide reviews and testimonials about our services, with your consent.

When Information Is Disclosed

We may disclose the categories of Personal Information and Browsing Information listed above for the following purposes:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;

- to affiliated and nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated parties with whom we perform joint marketing of financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of ServiceLink, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by Fidelity National Financial, Inc. (“FNF”)) to directly market to you. Please see “Choices with Your Information” to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of our business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to us, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

If you do not want us to share your information among our affiliates to directly market to you, you may send an “opt out” request as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

Whether you submit Personal Information or Browsing Information to us is entirely up to you. If you decide not to submit Personal Information or Browsing Information, we may not be able to provide certain services or products to you.

State-Specific Consumer Privacy Information:

For additional information about your state-specific consumer privacy rights, to make a consumer privacy request, or to appeal a previous privacy request, please follow the link [Privacy Request](#), or email privacy@fnf.com, or call (888) 714-2710.

Certain state privacy laws require that ServiceLink disclose the categories of third parties to which ServiceLink may disclose the Personal Information and Browsing Information listed above. Those categories are:

- ServiceLink affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Businesses in connection with the sale or other disposition of all or part of the ServiceLink business and/or assets;
- Service providers;

- Law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "[California Privacy](#)" link on our website or call (888) 413-1748.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginquiries@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes. For additional information about your Oregon consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

ServiceLink is the controller of the following businesses registered with the Secretary of State in Oregon: ServiceLink Auction, LLC, ServiceLink Management Company, LLC, ServiceLink Services, LLC, ServiceLink Title Company of Oregon, LLC, ServiceLink Valuation Solutions, LLC.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

Our website is not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

Our headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing us with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

Your Consent to this Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to us, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, visit ServiceLink's [Privacy Request](#) or contact us by phone at (888) 714-2710 or by mail to:

ServiceLink NLS, LLC
c/o Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer