



Property and Ownership Information			
Name	HILL, MINERVA	Completed Date	04/15/2016
		Index Date	04/14/2016
Property Address	320 Huron Ave, Dayton , OH	Report Type	Current Owner Search
APN# / Parcel # / PIN#	R72-12604-0034	County	Montgomery
Short Legal Description	49727	Full Legal Description	See attached Deed
Searcher's Notes:			

Vesting Information			
Grantee(s)/Deed Owner	MINERVA HILL	Deed Date	07/29/2010
Grantor / Prior Owner	ROBERT MORELAND, a single man	Recorded Date	07/29/2010
Instrument#	10-044699	Book#	
Consideration (\$)		Page#	
Sale Price(\$)		Deed Type	Quitclaim Deed
Notes			

Chain Of Title 1			
Grantee(s)/Deed Owner	ROBERT MORELAND	Deed Date	01/21/2010
Grantor / Prior Owner	MINERVA HILL, aka MINERVA LOUISE HILL, a single woman	Recorded Date	03/24/2010
Instrument#	10-016332	Book#	
Consideration (\$)		Page#	
Sale Price(\$)		Deed Type	Quitclaim Deed
Notes	- SEARCHED BACK TO 1986, NO PRIOR DEEDS FOUND, PLEASE UPGRADE IF PREVIOUS DEED(S) ARE NEEDED		

This title search report was performed in accordance with generally accepted standards. This report may not contain information affecting above real estate property that can not be indexed due to different spelling of owner's name or incorrectly recorded parcel number or recorder clerk error. The Report covers only liens of record found during the period of the search. ProTitleUSA is not responsible for any chain of title defects and chain of title breaks and only reports what's recorded in the public records.

Open Mortgages Information 1						
Borrower	MINERVA LOUISE HILL SINGLE WOMAN			Date Signed	11/04/1998	
Lender	FIDELITY MORTGAGE INC.			Date Recorded	11/05/1998	
Trustee				Instr Book/Page#	98-5951	
Mortgage Type	Mortgage			Original Amount(\$)	34,000.00	
Comments				Mortgage Maturity Date	11/09/2028	
Related Documents for Mortgage 1						
Document Type	Instrument	Book	Page	Recording Date	Assignor Name	Assignee Name
Assignment of Mortgage (or DoT)	98-5951			11/05/1998	Fidelity Mortgage Inc.	DELTA FUNDING CORPORATION
Assignment of Mortgage (or DoT)	02-008195			01/17/2002	Delta Funding Corporation	Wells Fargo Bank, Minnesota, National Association, as Trustee for Delta Funding Home Equity Loan Trust 1998-4
Assignment of Mortgage (or DoT)	2012-00062306			09/25/2012	HOME SERVICING, LLC	STEWARDSHIP FUND, LP
Assignment of Mortgage (or DoT)	2012-00062307			09/25/2012	STEWARDSHIP FUND, LP	LAKESIDE PORTFOLIO MANAGEMENT, LLC
Assignment of Mortgage (or DoT)	2012-00062308			09/25/2012	LAKESIDE PORTFOLIO MANAGEMENT, LLC	EXCELLERATION PARTNERS, LLC
Assignment of Mortgage (or DoT)	2016-00016242			04/04/2016	Delta Funding Corporation	Excelleration Partners, LLC
Assignment of Mortgage (or DoT)	2016-00016243			04/04/2016	EXCELLERATION PARTNERS, LLC	DS&K INVESTMENTS, LLC
Assignment of Mortgage (or DoT)	2016-00016244			04/04/2016	DS&K INVESTMENTS, LLC	MATHIEU'S PLACE INVESTMENTS, LLC

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Open Mortgages Information 2			
Borrower	MINERVA HILL	Date Signed	03/07/2001
Lender	CITIFINANCIAL, INC.	Date Recorded	03/08/2001
Trustee		Instr Book/Page#	01-023924
Mortgage Type	Mortgage	Original Amount(\$)	6,839.21
Comments		Mortgage Maturity Date	03/12/2009
Related Documents for Mortgage 2			
No assignments found.			

Active Judgments and Liens				
Doc # or Case# or Bk/Pg	Plaintiff's Name	Description	Date Recorded	Amount(\$)
11-059936 /	STATE OF OHIO DEPARTMENT OF JOB & FAMILY SERVICES	CERTIFICATE OF AMOUNT OF MEDICAID RECOVERY (Civil Judgment)	10/06/2011	56,409.06
2011 CJ 177639 /	DAYTON HEALTH CARE INC	CERTIFICATE OF JUDGMENT VS MINERVA HILL (Civil Judgment)	01/07/2011	22,746.00
2016 CJ 199021 /	DAYTON HEALTH CARE INC	CERTIFICATE OF JUDGMENT VS MINERVA HILL (Civil Judgment)	01/25/2016	22,746.00

Property Tax Status					
Tax Year	Jurisdiction	Installment	Property Tax Status	Date (Due Paid)	Amount(\$)
2015/2016	Combined	1st Half	Paid	02/19/2016	297.28
2015/2016	Combined	2nd Half	Paid	02/19/2016	72.97
2015/2016	Combined	2nd Half	Due	07/25/2016	183.35

No prior years delinquent taxes found.

Treasurer's Phone Number:

Property Tax Assessed Value			
Tax Year	Land Value(\$)	Improvements(\$)	Total Assessed(\$)
2015			6,190.00

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Additional Information
Annual Tax Amount(\$):
HOA Name:

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- Summary
- Property Description
- Tax Summary
- Payments List
- Levy Distribution
- New Levies
- Special Assessments
- Permits
- Value History
- Rental Registration
- Sketch
- Sales
- Photo
- Tax Detail
- Pay Taxes

PARID: R72 12604 0034

PARCEL LOCATION: 320 HURON AVE

NBHD CODE: 71000WWO

Tax Year: 2015

CURRENT RECORD

1 of 1

[Return to Search Results](#)

[Click here to view neighborhood map](#)

Owner

Name
HILL MINERVA



Mailing

Name HILL MINERVA
Mailing Address 320 HURON AVE
City, State, Zip DAYTON, OH 45417

Printable Summary

Printable Version

Legal

Legal Description 49727

Land Use Description R - SINGLE FAMILY DWELLING, PLATTED LOT
Acres .1023
Deed
Tax District Name DAYTON CITY

Sales

Date	Sale Price	Deed Reference	Seller	Buyer
24-MAR-10		201000016332	HILL MINERVA	MORELAND ROBERT
29-JUL-10		201000044699	MORELAND ROBERT	HILL MINERVA

Values

	35%	100%
Land	1,660	4,730
Improvements	4,530	12,930
CAUV	0	0
Total	6,190	17,660

Building

Exterior Wall Material	ALUMINUM/VINYL
Building Style	BUNGALOW
Number of Stories	1
Year Built	1926
Total Rms/Bedrms/Baths/Half Baths	5/2/1/0
Square Feet of Living Area	840
Finished Basemt Living Area (Sq. Ft.)	0
Rec Room (Sq. Ft.)	0
Total Square Footage	840
Basement	FULL
Central Heat/Air Cond	CENTRAL HEAT
Heating System Type	HOT AIR
Heating Fuel Type	GAS
Number of Fireplaces(Masonry)	0
Number of Fireplaces(Prefab)	

Current Year Special Assessments

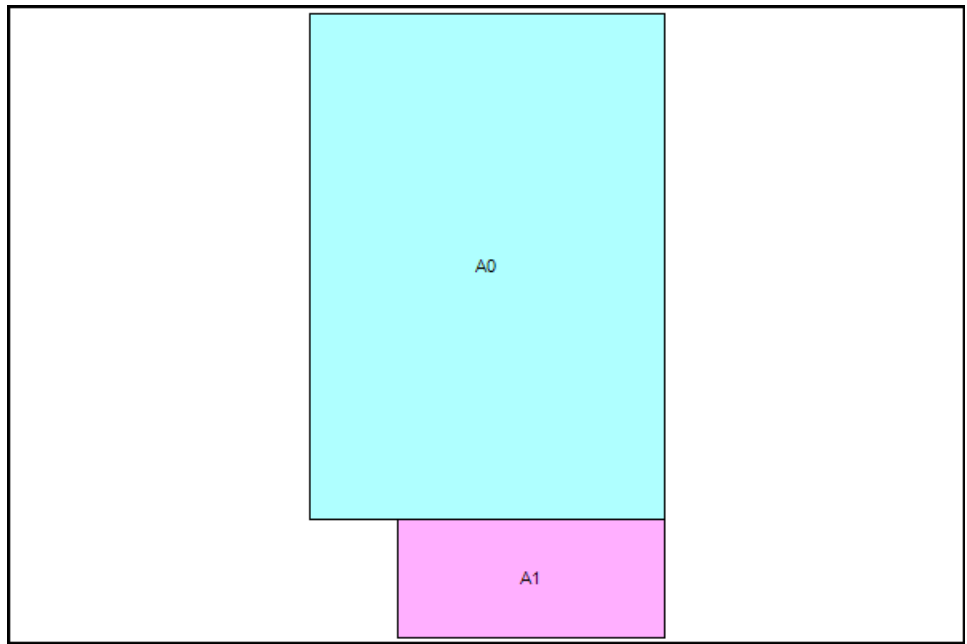
11777-APC FEE	\$22.58
41100-MCD/AP MCD/AQUIFER PRES SUBD	\$1.10
31911-DAY LIGHT DISTRICT B	\$14.22

Current Year Rollback Summary

Non Business Credit	-\$54.72
Owner Occupancy Credit	-\$13.66
Homestead	\$0.00
City of Dayton Credit	\$0.00
Reduction Factor	-\$168.46

Tax Summary

Year	Prior Year	Prior Year Payments	1st Half Due 2/19/2016	1st Half Payments	2nd Half Due 7/25/2016	2nd Half Payments	Total Currently Due
2015	\$0.00	\$0.00	\$297.28	-\$297.28	\$256.32	-\$72.97	\$183.35





2012 RICHARD J. MAKOWSKI

OUTSTANDING COUNTY AUDITOR AWARD WINNER

\$28.00 07/29/10 15:39:44
DEED-10-044699 0002
Montgomery County
Willis E. Blackshear Recorder

TRANSFER
03:37pm JULY 29, 2010
KARL L. KEITH, COUNTY AUDITOR
Conv/Tran #: 11102 \$.00

QUIT CLAIM DEED

ROBERT MORELAND, a single man, of Montgomery County, Ohio, for valuable consideration paid, grants to MINERVA HILL, whose tax mailing address is 320 Huron Avenue, Dayton, Ohio 45417, the following REAL PROPERTY: MAIL

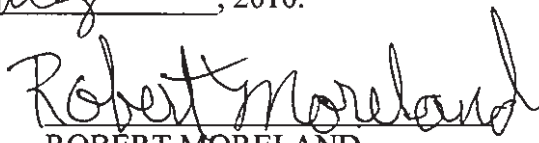
Situate in the City of Dayton, County of Montgomery and State of Ohio, being Lot No. Forty Nine Thousand Seven Hundred Twenty Seven (49727) of the consecutive numbers of lots on the revised plat of the said City of Dayton, Ohio

Parcel No.: R72 12604 0034

More Commonly Known as: 320 Huron Avenue, Dayton, Ohio 45417.

Prior Instrument Reference: Deed Instrument 10-016332 of the Deed Records of Montgomery County, Ohio.

Witness his hand this 29 day of July, 2010.

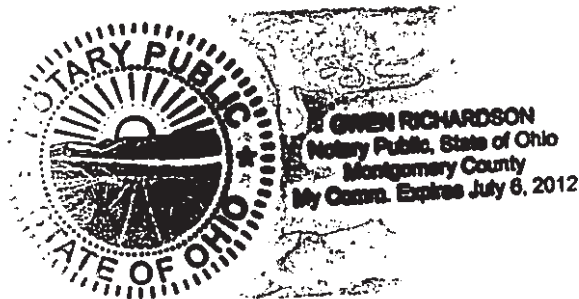

ROBERT MORELAND

STATE OF OHIO
COUNTY OF MONTGOMERY ss.

BE IT REMEMBERED, That on this 29 day of July, 2010,
before me, the subscriber, a Notary Public in and for said state, personally came
ROBERT MORELAND who under penalty of perjury in violation of Section
2921.11 of the Revised Code, executed the foregoing instrument and
acknowledged executing the same as a voluntary act and deed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and
affixed my official seal on the day and year last aforesaid.

Gwen Richardson
NOTARY PUBLIC



Prepared by: DAVID L. MILLER, UAW-GM LEGAL SERVICES PLAN, 111
West First Street, Suite 1045, Dayton, OH 45402

\$28.00 03/24/10 15:29:54
DEED-10-016332 0002
Montgomery County
Willis E. Blackshear Recorder

TRANSFER
03:25pm MARCH 24, 2010
KARL L. KEITH, COUNTY AUDITOR
Conv/Tran #: 03863 \$1.00

QUIT CLAIM DEED

MINERVA HILL, aka MINERVA LOUISE HILL, single woman, of Montgomery County, Ohio, for valuable consideration paid, grants to ROBERT MORELAND, whose tax mailing address is 829 Whitmore Avenue, Dayton, Ohio, 45417, the following REAL PROPERTY:

Situate in the City of Dayton, County of Montgomery and State of Ohio, being Lot No. Forty Nine Thousand Seven Hundred Twenty Seven (49727) of the consecutive numbers of lots on the revised plat of the said City of Dayton, Ohio

Parcel No.: R72 12604 0034

More Commonly Known as: 320 Huron Avenue, Dayton, Ohio 45417.

Prior Instrument Reference: Deed Book 2159, Page 734 and Microfiche No. 75 172C04 of the Deed Records of Montgomery County, Ohio.

Witness her hand this 21 day of Jan 2010, 2009



MINERVA HILL aka MINERVA
LOUISE HILL

STATE OF OHIO
COUNTY OF MONTGOMERY ss.

BE IT REMEMBERED, That on this 21st day of January, 2008,
before me, the subscriber, a Notary Public in and for said state, personally came
MINERVA HILL, aka MINERVA LOUISE HILL who under penalty of perjury
in violation of Section 2921.11 of the Revised Code, executed the foregoing
instrument and acknowledged executing the same as a voluntary act and deed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and
affixed my official seal on the day and year last aforesaid.


NOTARY PUBLIC

MCC NOV. 28, 2014

Prepared by: DAVID L. MILLER, UAW-GM LEGAL SERVICES PLAN, 111
West First Street, Suite 1045, Dayton, OH 45402

Mail to: Fidelity Mortgage Inc.
8044 Montgomery Road, Suite 460
Cincinnati, OH 45236

JOY A. CLARK
RECORDED

98 NOV -5 PM 2:25

101091

Parcel #:

Title Insurer:

File No.: _____ Space Above This Line for Recording Information

3450017072

MORTGAGE

WORDS USED OFTEN IN THIS DOCUMENT

(A) "Security Instrument." This Mortgage, which is dated November 4, 1998 will be called the "Security Agreement."

(B) "Borrower(s)." MINEVA LOUISE HILL SINGLE WOMAN

residing at 320 HURON AVENUE, DAYTON, OH 45417 sometimes will be called Borrower, and sometimes simply "I" or "me."

(C) "Lender." FIDELITY MORTGAGE INC. will be called "Lender." Lender is a corporation which exists under the laws of the STATE OF DELAWARE. Lender's address is 8044 Montgomery Road, Suite 460, Cincinnati, OH 45236

(D) "Note." The Note signed by Borrower and dated November 4, 1998 will be called the "Note." The Note shows that I owe Lender (\$ 34,000.00) plus interest. I have promised to pay this debt in monthly payments and to pay the debt in full by November 9th, 2028

(E) "Property." The property that is described below in the section titled "Description of the Property" will be called the Property, which is located in MONTGOMERY COUNTY, OHIO.

(F) "Sums secured." the amounts described below in the section titled Borrower's Transfer to Lender of Rights in the Property sometimes will be called the "sums secured."

BORROWER'S TRANSFER TO LENDER OF RIGHTS IN THE PROPERTY

I mortgage, grant and convey the Property described below to Lender, subject to the terms of this Security Instrument. This Security Instrument secures to Lender those rights that are stated in this Security Instrument, and also those rights that the law gives to lenders who hold mortgages on real property. I am giving Lender these rights to protect Lender from possible losses that might result if I fail to:

(A) Pay all the amounts that I owe Lender as stated in the Note, with interest, and all renewals, extensions and modifications to the Note;

(B) Pay, with interest, any amounts that Lender spends under Paragraphs 2 and 7 of this Security Instrument to protect the value of the Property and Lender's rights in the Property; and

(C) Keep all of my other promises and agreements under this Security Instrument, and the Note.

DESCRIPTION OF THE PROPERTY

I give Lender rights in the Property described in (A) through (J) below:

(A) The Property located at 320 HURON AVENUE, DAYTON, OH 45417

Address # 2:

Address # 3:

The legal description of the Property is more fully described in the Schedule "A" Legal Description attached hereto and made a part hereof;

(B) All buildings and other improvements that are located on the Property described in subparagraph (A) of this section;

(C) All rights in other property that I have as owner of the Property described in subparagraph (A) of this section.

These rights are known as "easements, rights and appurtenances attached to the Property;"

(D) All rents or royalties from the Property described in subparagraph (A) of this section;

(E) All mineral, oil and gas rights and profits, water rights and stock that are part of the Property described in subparagraph (A) of this section;

Handwritten signature

(F) All rights that I have in the land which lies in the streets or roads in front of or next to, the Property described in subparagraph (A) of this section;

(G) All fixtures that are now or in the future will be on the Property described in subparagraphs (A) and (B) of this section; along with but not limited to stoves, refrigerators, washers, dryers, dishwashers, ovens, air conditioning units;

(H) All of the rights and property described in subparagraphs (B) through (G) of this section that I acquire in the future;

(I) All replacements of, or additions to, the Property described in subparagraphs (B) through (H) of this section; and

(J) All of the amounts that I pay to Lender under Paragraph 2 below.

BORROWER'S RIGHT TO MORTGAGE THE PROPERTY AND BORROWER'S OBLIGATION TO DEFEND OWNERSHIP OF THE PROPERTY

I promise that: (A) I lawfully own the Property; (B) I have the right to mortgage, grant and convey the Property to Lender; and (C) there are no outstanding claims or charges against the Property.

I give a general warranty of title to Lender. This means that I will be fully responsible for any losses which Lender suffers because someone other than myself has some of the rights in the Property which I promise that I have. I promise that I will defend my ownership of the Property against any claims of such rights.

PLAIN LANGUAGE SECURITY INSTRUMENT

This Security Instrument contains uniform promises and agreements that are used in real property security agreements all over the country. It contains non-uniform promises and agreements that vary to a limited extent, in different parts of the country. My promises and agreements are stated in "plain language."

I promise and I agree with Lender as follows:

1. BORROWER'S PROMISE TO PAY

I will pay to Lender, on time, principal and interest due under the Note and any prepayment and late charges due under the Note.

2. MONTHLY PAYMENTS FOR TAXES & INSURANCE

A) Borrower's Obligations

I will pay to Lender all amounts necessary to pay for taxes, assessments, leasehold payments or ground rents (if any), and hazard insurance on the property and mortgage insurance (if any). I will pay those amount to Lender unless Lender tells me, in writing, that I do not have to do so, or unless the law requires otherwise. I will make those payments on the same day that my monthly payments of principal and interest are due under the Note.

Each of my payments under this Paragraph 2 will be the sum of the following:

- (i) One-twelfth of the estimated yearly taxes and assessments on the Property which under the law may be superior to this Security Instrument; plus
- (ii) One-twelfth of the estimated yearly leasehold payments or ground rents on the Property, if any; plus
- (iii) One-twelfth of the estimated yearly premium for hazard insurance covering the Property (if required); plus
- (iv) One-twelfth of the estimated yearly premium for mortgage insurance (if any); plus
- (v) One-twelfth of the estimated yearly premium for flood insurance (if required).

M. L. H.

In accordance with applicable law, Lender will estimate from time to time my yearly taxes, assessments, leasehold payments or ground rents and insurance premiums. Lender will use existing assessments and bills and reasonable estimates of future assessments and bills. Lender may, at any time, collect and hold items under Paragraph 2 in an aggregate amount not to exceed the maximum amount that may be required for Borrower's account under the Real Estate Settlement Procedures Act of 1974, 12 USC 2601 et seq., and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time. ("RESPA,") except that I will pay to Lender an additional sum equal to one-sixth of the aggregate amount of yearly payments under this paragraph 2 or a lesser amount if required by applicable law. This sum is known as the "reserve" or "cushion," and is permitted by RESPA for unanticipated disbursements or disbursements before my payments are available in the account. These amounts that I pay to Lender for these items under Paragraph 2 will be called the "Funds." These Funds may be commingled with the funds of the Lender unless the law requires otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with the loan, unless applicable law provides otherwise.

(B) Lender's Obligations

Lender will use the Funds to pay the above listed items. Lender will give to me, without charge, an annual accounting of the Funds. That accounting must show all additions to and deductions from the Funds and the reason for each deduction.

(C) Adjustments

If Lender's estimates are too high or if taxes and insurance rates go down, the amounts that I pay under this Paragraph 2 will be too large. If this happens at a time when I am keeping all of my promises and agreements made in this Security Instrument, I will have the right to have the excess amount either promptly repaid to me as a direct refund or credited to my future monthly payments of funds. There will be excess amounts if, at any time, the sum of (i) the amount of funds which Lender is holding or keeping, plus (ii) the amount of the monthly payments of funds which I still must pay between that time and the due dates of these items is greater than the amount necessary to pay the above listed items when they are due. If the Funds exceed the amounts permitted to be held by RESPA, Lender shall deal with excess funds as required by RESPA.

If, when payments of these items are due, Lender has not received enough Funds to make those payments, I will pay to Lender whatever additional amount is necessary to pay the these items in full. I must pay that additional amount in one or more payments as Lender may require, and permitted by RESPA

3. APPLICATION OF BORROWER'S PAYMENTS

Unless the law requires otherwise, Lender will apply each of my payments under the Note and under Paragraphs 1 and 2 above in the following order and for the following purposes:

- First, to pay any prepayment charges due under the Note;
- Next, to pay late charges under the Note;
- Next, to pay any amounts due to Lender under Paragraph 2 above or other advances;
- Next to pay interest due; and
- Last to pay principal due.

4. BORROWERS'S OBLIGATION TO PAY CHARGES, ASSESSMENTS AND CLAIMS

I will pay all taxes, assessments, charges, fines and impositions attributable to the Property and that may be superior to this Security Agreement. I will also make payments due under any lease if I am a tenant on the Property and I will pay ground rents (if any) due on the Property. I will do this either by making the payments to Lender that are described in Paragraph 2 above or, if I am not required to make payments under Paragraph 2, by making the payments on time to time to the person owed them (In this Security Instrument, the word "person" means any person, organization, governmental authority or other party.) If I make direct payments, then promptly after making any of those payments, I will give Lender a receipt which shows that I have done so. If I make payments to Lender under Paragraph 2, I will give Lender all notices or bills that I receive for the amounts due under this Paragraph 4.



Any claim, demand or charge that is made against the Property because an obligation has not been fulfilled is known as a "lien." I will promptly pay or satisfy all liens against the Property that may be superior to this Security Instrument. However, this Security Instrument does not require me to satisfy a superior lien if: (A) I agree, in writing to pay the obligation which gave rise to the superior lien, and Lender approves the way in which I agree to pay that obligation; or (B) in good faith, I argue or defend against the superior lien in a lawsuit so that during the lawsuit the superior lien may not be enforced and no part of the Property must be given up; or (C) I secure from the holder of that other lien an agreement approved in writing by Lender that the lien of this Security Instrument is superior to the lien held by that person. If Lender determines that any part of the Property is subject to a superior lien, Lender may give Borrower a notice identifying the superior lien. Borrower shall pay or satisfy the superior lien or take one or more of the actions set forth above within 10 days from the giving of notice.

5. BORROWER'S OBLIGATION TO MAINTAIN HAZARD INSURANCE

I will obtain hazard insurance to cover all buildings and other improvements that are now, or in the future, will be located on the Property. The insurance must cover loss or damage caused by fire hazards normally covered by "extended coverage" hazard insurance policies, and other hazards, including floods or flooding, for which lender or state or federal government requires coverage. The insurance must be in the amounts and for the periods of time required by Lender or government agency. I may choose the insurance company, but my choice is subject to Lender's approval. Lender may not refuse to approve my choice unless the refusal is reasonable. If I do not maintain coverage as described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in accordance with this paragraph and paragraph 7. If the property is determined to be located in a flood zone that requires flood insurance, as designated by the Federal Emergency Management Agency or another agency that has the authority to make such determination, I understand that I will be required to obtain flood insurance coverage for the property.

All of the insurance policies and renewals of those policies must include what is known as a "Standard Mortgagee" clause to protect Lender. The form of all policies and renewals must be acceptable to Lender. Lender will have the right to hold the policies and renewals. If Lender requires, I will promptly give Lender all receipts of paid premiums and renewal notices that I receive.

If there is a loss or damage to the Property, I will promptly notify the insurance company and Lender. If I do not promptly prove to the insurance company that the loss or damage occurred, then Lender may do so. The amount paid by the Insurance company is called "proceeds." I authorize the Lender to settle any claims and collect the proceeds on my behalf and use them to reduce the amount I owe to Lender under the Note and under this Security Instrument (whether or not repairs have been made by me), or Lender may release the proceeds to me for use in the repair or restoration of the damaged Property. Lender may use the proceeds to repair or restore the property or to pay the sums secured.

If any proceeds are used to replace the amount of principal which I owe to Lender under the Note, that use will not delay the due date or change the amount of any of my monthly payments under the Note and under Paragraphs 1 and 2 above. However, Lender and I may agree in writing to those delays or changes.

If Lender acquires the Property under Paragraph 25 below, all of my rights in the insurance policies will belong to Lender. Also, all of my rights in any proceeds which are paid because of damage that occurred before the Property is acquired by Lender or sold will belong to Lender. However, Lender's rights in those proceeds will not be greater than the sums secured immediately before the Property is acquired by Lender or sold.

In the event that Borrower fails to maintain hazard insurance or flood insurance as outlined in this Paragraph 5, or has the policy cancelled, then and in that event, Lender may obtain the necessary insurance. Lender may charge borrower a "surcharge" to cover the costs and administration of said insurance, and will be responsible for the payment of these fees and all premiums on said insurance. If the Lender obtains insurance, it will only provide protection for the premises. Contents, liability and other items will not be insured.

Borrower irrevocably assigns to lender all of my right, title and interest in any tax/insurance escrow refunds, insurance proceeds or the like regardless of how designated, which is/are in any way related to the subject property, and authorizes these amounts to be paid directly to Lender. Lender will credit all payments to the borrower(s) account in the order of priority, as specified in paragraph 3 hereof.

M. L. H.

6. BORROWER'S OBLIGATION TO MAINTAIN THE PROPERTY AND TO FULFILL ANY LEASE OBLIGATIONS

I will keep the Property in good repair. I will not destroy, damage or substantially change the Property, and I will not allow the Property to deteriorate. If I do not own but am a tenant on the property, I will fulfill my obligations under any lease. I also agree that, if I acquire the fee title to the Property, my lease interest and the fee title will not merge unless Lender agrees to the merger in writing.

7. LENDER'S RIGHT TO PROTECT ITS RIGHTS IN THE PROPERTY: MORTGAGE INSURANCE

If: (A) I do not keep my promises and agreements made in this Security Instrument, or (B) someone, including me, begins a legal proceeding that may affect Lender's rights under the Note or in the Property (such as a legal proceeding in bankruptcy, in probate, for condemnation or to enforce laws or regulations), Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Note and Property. Lender's actions may include appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this Paragraph 7, Lender does not have to do so.

I will pay to Lender any amount with Interest, which Lender spends under this Paragraph 7. I will pay those amounts to Lender when Lender sends me a notice requesting that I do so. I will also pay interest on those amounts at the Note rate. Interest on each amount will begin on the date that the amount is spent by Lender. However, Lender and I may agree in writing to terms of payment that are different from those in this paragraph. This Security Instrument will protect Lender in case I do not keep this promise to pay those amounts with interest.

If Lender required mortgage insurance as a condition of making the loan that I promise to pay under the Note, I will pay the premiums for that mortgage insurance. I will pay the premiums until the requirement for mortgage insurance ends according to my written agreement with Lender or according to law. Lender may require me to pay the premiums in the manner described in Paragraph 2 above.

8. LENDER'S RIGHT TO INSPECT THE PROPERTY

Lender, and others authorized by Lender, may enter on and inspect the Property. They must do so in a reasonable manner and at reasonable times.

9. AGREEMENTS ABOUT CONDEMNATION OF THE PROPERTY

A taking of property by any governmental authority by eminent domain is known as "condemnation." I give to Lender my right: (A) to proceeds of all awards or claims for damages resulting from condemnation or other governmental taking of the property and (B) to proceeds from a sale of the Property that is made to avoid condemnation. All of those proceeds will be paid to Lender.

If all of the Property is taken, the proceeds will be used to reduce the sums secured. If any of the proceeds remain after the amount that I owe to Lender has been paid in full, the remaining proceeds will be paid to me. Unless Lender and I agree otherwise in writing, if only a part of the Property is taken, the amount that I owe to Lender will be reduced only by the amount of proceeds multiplied by the following fraction: (A) the total amount of the sums secured immediately before the taking divided by (B) the fair market value of the Property immediately before the taking. The remainder of the proceeds will be paid to me.

If I abandon the Property, or if I do not answer, within 30 days, a notice from Lender stating that a governmental authority has offered to make a payment or to settle a claim for damages, Lender has the authority to collect the proceeds. Lender may then use the proceeds to repair or restore the Property or to reduce the sums secured. The 30 day period will begin when the notice is given.

If any proceeds are used to reduce the amount of principal which I owe the Lender under the Note, that use will not delay the due date or change the amount of any of my monthly payments under the Note and under Paragraphs 1 and 2 above. However, Lender and I may agree in writing to those delays or changes.

M L H

10. CONTINUATION OF BORROWER'S OBLIGATIONS AND OF LENDER'S RIGHTS

(A) Borrower's Obligations

Lender may allow a person who takes over my rights and obligations to delay or to change the amount of the monthly payments of principal and interest due under the Note or under this Security Instrument. Even if Lender does this, however, that person and I will both still be fully obligated under the Note and under this Security Instrument. Lender may allow these delays or changes for a person who takes over my rights and obligations, even if Lender is requested not to do so. Lender will not be required to bring a lawsuit against such a person for not fulfilling the obligation of the Note or the Security Instrument.

(B) Lender's Rights

Even if Lender does not exercise or enforce any right of Lender under this Security Instrument or under the law, Lender will still have all of those rights and may exercise and enforce them in the future. Extension of time for 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 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. Even if Lender obtains insurance, pays taxes, or pays other claims, charges or liens against the Property, Lender will have the right under Paragraph 19 below to demand that I make immediate payment in full of the amount that I owe to Lender under the Note and this Security Instrument.

11. OBLIGATIONS OF BORROWER AND OF PERSONS TAKING OVER BORROWER'S RIGHTS OR OBLIGATIONS

Any person who takes over my right or obligations under this Security Instrument will have all of my rights and will be obligated to keep all of my promises and agreements made in this Security Instrument. Similarly, any person who takes over Lender's rights or obligations under this Security Instrument will have all of Lender's rights and will be obligated to keep all of Lender's agreements made in this Security Instrument.

If more than one person signs this Security Instrument as Borrower, each of us is fully obligated to keep all of Borrower's promises and obligations contained in this Security Instrument. Lender may enforce Lender's rights under this Security Instrument against each of us individually or against all of us together. This means that any one of us may be required to pay all sums secured. However, if one of us does not sign the Note: (A) that person is signing this Security Instrument only to give that person's rights in the Property to Lender under the terms of this Security Instrument, and (B) that person is not personally obligated to pay the sums secured; and (C) that person agrees that Lender may agree with the other Borrowers to delay enforcing any of Lender's rights or so modify or make any accommodations with regard to the terms of this Security Instrument or the Note without that person's consent.

12. LOAN CHARGES

If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed permitted limits: (A) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (B) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. LEGISLATION AFFECTING LENDER'S RIGHTS

If a change in applicable law would make any provision of the Note or this Security Instrument unenforceable, Lender may require immediate payment in full of all sums secured by this Security Instrument as that phrase is defined in Paragraph 19 below. If Lender requires immediate payment in full under this Paragraph 13, Lender will take the steps and may act as specified in Paragraph 19 below.

M. B. H.

14. NOTICES REQUIRED UNDER THIS SECURITY INSTRUMENT

Any notice that must be given to me under this Security Instrument will be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice will be addressed to me at the address stated in the section above titled "Description of the Property." A notice will be given to me at a different address if I give Lender a written notice of my different address. Any notice that must be given to Lender under this Security Instrument will be given by mailing it to Lender's address stated in paragraph (C) of the section above titled "Words Used Often In This Document." A notice will be mailed to Lender at a different address if Lender gives me a notice of the different address. A notice required by this Security Instrument is given when it is mailed or when it is delivered according to the requirements of this Paragraph 14 or of applicable law.

15. LAW THAT GOVERNS THIS SECURITY INSTRUMENT

This Security Instrument is governed by Federal law and the laws of the jurisdiction where the property is located.

The borrower hereby consents and agrees that the debt hereby secured, or any part thereof, may be renewed or extended beyond maturity as often as may be desired by agreement between the creditor and any subsequent owner of the property, and no such renewal or extension shall in any way affect the borrower's responsibility, whether as surety or otherwise. The borrower and any other party assuming liability hereunder hereby consent and agree that if the property conveyed hereby or a substantial portion thereof is transferred to any subsequent owner, and the creditor exercises the right to accelerate the debts secured hereby, the creditor may accept any delinquent payments or other cure of default giving rise to such acceleration from the then owner of the property or any other person and reinstate the indebtedness in accordance with the schedule of maturity as of the time of acceleration or upon such new schedule as may be agreed if renewal or extension are otherwise permitted and no such reinstatement shall in any way affect the liability of such prior parties, whether as surety or otherwise.

If any term of this Security Instrument or of the Note conflicts with the law, all other terms of this Security Instrument and of the Note will still remain in effect if they can be given effect without the conflicting term. This means that any terms of this Security Instrument and of the Note which conflicts with the law can be separated from the remaining terms, and the remaining terms will still be enforced. The borrower hereby waives its right to a jury trial.

16. BORROWER'S COPY

I will be given one conformed copy of the Note and of this Security Instrument and hereby acknowledge receipt thereof.

17. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

If all or any part of the Property or an interest therein is sold or transferred by Borrower (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person or persons but is a corporation, partnership, trust or other legal entity) without Lender's prior written consent, excluding (A) the creation of a lien or encumbrance subordinate to this Security Instrument which does not relate to a transfer of rights of occupancy in the property; (B) the creation of a purchase money security interest for household appliances; (C) a transfer by devise, descent or by operation of law upon the death of a joint tenant; or (D) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Security Instrument to be immediately due and payable.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with Paragraph 14 hereof. Lender may, without further notice or demand on Borrower, invoke any remedies permitted by this Security Instrument.



Lender may consent to a sale or transfer if (1) Borrower causes to be submitted to Lender information required by Lender to evaluate the transferee as if a new loan were being made to the transferee; (2) Lender reasonably determines that Lender's security will not be impaired and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable (3) interest will be payable on the sums secured by this Security Instrument at a rate acceptable to Lender; (4) changes in the terms of the Note and this Security Instrument required by Lender are made, including, for example, periodic adjustment in the interest rate, a different final payment date for the loan, and addition of unpaid interest to principal; and (5) the transferee signs an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument, as modified if required by Lender. To the extent permitted by applicable laws, Lender also may charge a reasonable fee as a condition to Lender's consent to any sale or transfer.

Borrowers will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

18. BORROWER'S WARRANTIES REGARDING FORFEITURE

Borrower states that he will not use, and will not permit any third party to use the Property or any portion thereof or interest therein for any purpose that would cause the property to be subject to forfeiture. Borrower further states that the Property has not been acquired with the proceeds from any transaction or activity that would thereby cause the property to be subject to forfeiture.

19. LENDER'S RIGHT TO REQUIRE IMMEDIATE PAYMENT IN FULL

If I fail to keep any promises or agreements made in the Note or in this Security Instrument, including the promises to pay when due the amounts I owe to Lender, I will be in default. If this occurs, the Lender may require that I pay immediately the entire amount then remaining unpaid under the Note and under this Security Instrument. Lender may do this without making any further demand for payment. This requirement will be called "Immediate Payment in Full." If I am in default for any reason, you have the right to demand payment of the entire amount I owe you. If Lender requires payment in full or in the event of a foreclosure action, I agree to pay reasonable and permissible legal fees, costs and disbursements, and that such total amount shall be paid by me with interest, as specified in paragraph 25, up to the day you actually receive such payment, even after foreclosure occurs.

In any lawsuit for sale, Lender will have the right to (i) collect all costs allowed by law; (ii) have the Property sold as one parcel; and (iii) have a Receiver appointed by the Court without first giving notice to me and without regard to the value of the Property.

Upon acceleration, Borrower shall have no right to reinstate. All rights and remedies provided in this Security Instrument are distinct and cumulative to any other right or remedy under this Security Instrument or afforded by law or equity, and may be exercised concurrently, independently or successively.

20. LENDER'S RIGHTS TO RENTAL PAYMENTS AND TO TAKE POSSESSION OF THE PROPERTY

If Lender requires Immediate Payment in Full, or if I abandon the Property, then Lender, persons authorized by Lender, or a receiver appointed by a court at Lender's request may; (A) collect the rental payments, including overdue rental payments, directly from the tenants; (B) enter on and take possession of the Property; (C) manage the Property; and (D) sign, cancel and change leases. If Lender notifies the tenants, Lender has the right to collect rental payments to Lender without having to ask whether I failed to keep any promises and agreements under this Security Instrument. If there is a judgment for Lender in a lawsuit for foreclosure and sale, I will pay to Lender reasonable rent from the date the judgment is entered for as long as I occupy the Property. However, this does not give me the right to occupy the Property.



All rental payments collected by Lender or by a receiver, other than the rent paid by me under this Paragraph 20, will be used first to pay the costs of collecting rental payments and/or managing the Property. If any part of the rental payments remains after those costs have been paid in full, the remaining part will be used to reduce the amount that I owe to Lender under the Note and under this Security Instrument. The costs of managing the Property may include the receiver's fees, reasonable attorney's fees, and the cost of any necessary bonds. Lender and the receiver will be obligated to account only for those rental payments that they actually receive.

If I fail to make any payments or keep promises under this Security Instrument or the Note, then I shall pay monthly in advance to you or to any receiver a fair charge for the use of the Property that I occupy. If I do not pay this fair charge, you or the receiver may sue to collect it or to remove me, or both. I will not collect more than one (1) month's rent in advance from any tenant or occupant without your written consent.

21. LENDER'S OBLIGATION TO DISCHARGE THIS SECURITY INSTRUMENT

When Lender has been paid all amounts due under the Note and under this Security Instrument the Lender will release this Security Instrument and deliver a certificate stating this Security Instrument has been paid in full. Lender will then deliver a certificate stating that this Security Instrument has been satisfied. I will pay all costs of recording the Release in the proper official records.

22. ADDITIONAL CHARGES

I agree to pay all reasonable charges in connection with the servicing of this loan, including but not limited to obtaining tax searches and bills and in processing insurance loss payments, ownership transfers, releases, easements, consents, extensions, modifications, special agreements, assignments, reduction certificates, asset recovery and satisfaction of mortgage.

In the event Borrower directs Lender to order any reports, appraisals, searches, examinations and/or the like, I agree that the expense for the same is to be added to the balance of the existing mortgage, if same is not paid within 30 days of written notification.

23. HAZARDOUS SUBSTANCES

Borrower shall not create or suffer to exist, or permit any of its agents, employees, contractors, tenants, or invitees to create or suffer to exist any lien, security interest charge or encumbrance against the Property or any portion thereof, relating to any physical or environmental condition, including, but not limited to, any lien imposed pursuant to section 107(f) of the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. 9607(f)) or any similar federal, state, or local statute, regulation, rule, order, or ordinance.

Borrower shall not cause or permit any other party to 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.

Borrower shall promptly give the 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 the Borrower has actual knowledge or should have actual knowledge. If Borrower learns or is notified by any governmental or regulatory authority that any removal or remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take necessary remedial, removal, and other actions necessary to clean up and remove all Hazardous Substances, solid wastes, or contaminants on, in, from, or affecting the property or any portion thereof, in accordance with environmental law, to the satisfaction of the lender and in accordance with all orders and directives of governmental authorities having jurisdiction over the Property and/or such substances or materials. If Borrower fails to take remedial action, and upon receipt of notice from any party asserting the existence of any Hazardous Substances affecting the property that if true may result in an order, suit, imposition of a lien on the property, or other action, or if the lender in good faith believes would jeopardize its security interest, the Lender at its option shall take whatever action is necessary in accordance with environmental law, to clean up, remove, resolve or otherwise remediate the situation. All reasonable costs and expenses paid or incurred by Lender in the exercise of such rights shall be secured by the liens securing this loan and shall be payable by borrower upon demand by Lender.

YMH

Borrower shall indemnify, exonerate, defend and hold harmless Lender, its officers, directors, shareholders, agents, and employees, from and against any and all claims, demands, obligations, penalties, fines, suits, liabilities, settlements, damages, losses, costs, and expenses (including but not limited to, attorney and consultant fees and expenses, investigation fees, laboratory expenses, cleanup costs, court costs, and other expenses of litigation or arbitration), as well as any such fees and expenses incurred in enforcing this indemnity, and any violation of any applicable environmental laws in effect on or before the date hereof or hereafter made effective.

As used in this document, "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 or by-products, toxic pesticides, herbicides and fungicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this document, "Environmental Law" means federal, state, and local laws, statutes, rules, regulations, judicial orders and decisions that relate to health, safety or environmental protection and maintenance in the jurisdiction where the property is located.

24. MISCELLANEOUS PROVISIONS

(A) In the event that the holder of this Security Instrument be required to retain legal counsel for the purpose of commencing foreclosure proceedings hereunder, a reasonable sum shall be added to the said indebtedness, as fair and reasonable legal fees and deemed secured hereby in addition to expenses, costs, allowances as provided by law.

(B) If this Security Instrument involves a condominium unit, any failure to pay common charges when they become due shall be considered a default under the terms of this Security Instrument.

(C) If I am permitted to cure a default of this Note or the Mortgage securing this Note pursuant to the United States Bankruptcy Code (Title 11 U.S.C.) or other applicable law, I specifically agree that the amount necessary to cure the default shall include the sum of all amounts past due under the terms of the Note and/or Mortgage, including all principal, interest, and late charges, and all amounts advanced by Lender pursuant to the terms of the Note and/or Mortgage, including all attorneys fees and interest rate required by the Note and/or Mortgage from the date on which I elect to cure the default to the date on which the default is fully cured.

Nothing herein shall be construed to allow me any right to cure any default of the Note or Mortgage except as specifically authorized under the United States Bankruptcy Code (Title 11 U.S.C.) or other applicable law.

(D) In the event that Lender shall advance any money in order to pay Borrower's insurance, taxes and/or hazard insurance and/or any other judgments, liens, violations, or actions under paragraph 23, then Borrower will pay interest on the sums advanced at the rate specified in Borrower's Note.

(E) In the event the premises suffers damage or Borrower's statements and/or representations have been found to be false prior to the disbursement of funds, Lender, in its sole discretion, may cancel this Note and Lender shall have no further obligations to the Borrower. Lender agrees that Lender will file a Satisfaction of Mortgage in the county this Security Instrument is filed with the Office of the County Clerk prior to cancellation by Lender.

(F) In the event that any check paid by Borrower to Lender is returned unpaid then and in that event Lender may, at Lender's option, require bank or certified funds for each payment made thereafter.

(G) In the event the Borrower(s) herein cause or bring any action, proceeding or petition for the assignment, liquidation or rearrangement of their total indebtedness under any federal, state or local statute, and in such event there is an improper impairment of the lien of this Security Instrument within the meaning of any Title, state or local statute therein relevant, there shall be allowed, awarded and granted to the holder of this Security Instrument by the court or tribunal having jurisdiction thereof, reasonable legal fees incurred to protect the lien of this Security Instrument against such improper impairment, or in the event the holder of this Security Instrument is required to bring on any motion or proceeding to vacate any stay or compel rejection of any proposed plan. Such award of reasonable counsel fees shall be based upon the reasonable hourly billing rate of an experienced real estate/bankruptcy practitioner within the jurisdiction of the court or tribunal, and without any reference or regard direct or indirect to the now disused theory of "economy of administration."

M L A

(H) In addition, Lender shall be entitled to charge interest on all accrued interest, foreclosure costs, attorney fees whether incurred as a result of the foreclosure or the bankruptcy proceeding, or other pre-petition arrearage payable pursuant to or through any plan in the bankruptcy proceeding. The interest rate shall be the same rate charged under the Note secured by this Security Instrument.

25. ACCELERATION; DEFAULT; REMEDIES

In the event of a default by Borrower, in any of its covenants and agreements hereunder or in the event of a breach of any of Borrower's representations and warranties herein, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument, and may invoke any remedy permitted by applicable law, including foreclosure.

Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. If the Lender requires payment in full, or in the event of a foreclosure action, I agree to pay reasonable legal fees, principal and interest, costs and disbursements, allowances and additional allowances as may be awarded by any judgment of foreclosure and sale added thereto. After acceleration and until a judgment has been entered, I shall pay this total amount with interest, up to the day you actually receive such payment, at the rate of 25% per year or the highest permissible by the State of Ohio. After a judgment has been rendered, the interest rate will be the highest permitted by the State of Ohio.

In addition, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 25, including, but not limited to, reasonable attorney's fees, and costs of title evidence. Upon acceleration, Borrower shall have no right to reinstate. All rights and remedies provided in this Security Instrument are distinct and cumulative to any other right or remedy under this Security Instrument or afforded by law or equity, and may be exercised concurrently, independently or successively.

26. BORROWER'S COMPLIANCE

a) Upon the request of the Lender, its successors or assigns, I shall:

1) furnish and execute any documents required by the Lender to verify the truth and accuracy of any information provided by me in connection with my mortgage loan, including, but not limited to, income, employment, deposit and loan authorizations and verifications, income tax returns, and contracts and settlement statements for the sale of other properties;

2) execute any document that should have been signed at or before the closing; re-execute any document signed at or before the closing; and execute that which was incorrectly drafted and signed at the closing, including but not limited to, correction notes, correction mortgages and other correction instruments;

3) furnish any documents required by, and comply with any conditions, work and/or certificates set forth in Lender's appraisal report or firm commitment;

4) execute any additional documentation and provide any additional information required by the Lender to facilitate the sale of the mortgage into the secondary mortgage market.

b) I represent and agree that all request by Lender will receive the full cooperation of and compliance by me within five days of the making of the requests, and the obligations hereunder shall survive the closing.

c) It is further agreed that my failure to comply with the representations and agreements hereunder shall constitute a default under the note and mortgage executed in connection with this agreement, and shall entitle the Lender, its successors or assigns to any and all of the remedies available upon default under the note and/or mortgage, including collection of default interest, attorney's fees, costs and disbursements.



27. RIDERS TO THIS SECURITY INSTRUMENT

If one or more riders are executed by Borrower and recorded together with this Security Instrument, the promises and agreements of each are incorporated as a part of this Security Instrument.

[Check applicable box(es)]

- ☐ Adjustable Rate Rider
- ☐ Biweekly Payment Rider
- ☐ Condominium Rider
- ☐ Graduated Payment Rider
- ☐ 1-4 Family Rider
- ☐ Planned Unit Development Rider
- ☐ Rate Improvement Rider
- ☐ Second Home Rider
- ☐ V.A. Rider
- ☐ Other _____

BY SIGNING BELOW, Borrower(s) accept and agree to the terms, promises, covenants and agreements contained in this Security Instrument and in any rider(s) signed by Borrower(s) and recorded with it.

WITNESSES:

Lori Clark
Lori Clark
Kyle H. Goldsberry
Kyle H. Goldsberry

Minerva Louise Hill
MINERVA LOUISE HILL

STATE OF OHIO)

ss:

COUNTY OF Montgomery

I Kyle H. Goldsberry, a Notary Public in and for said county

and state, do hereby certify that Minerva Louise Hill

personally appeared before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, have executed same, and acknowledged said instrument to be his (her) their free and voluntary act and deed and that he (she) they executed said instrument for the purposes and uses therein set forth.

Witness my hand and official seal this 4 day of November, 1998

My Commission Expires:

Kyle H. Goldsberry
Notary Public

(SEAL)



KYLE H. GOLDSBERRY
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires February 5, 2003

This instrument was prepared by **FIDELITY MORTGAGE INC.**

The attached Mortgage covers real property principally improved by a one to four family dwelling.

Premises commonly know as:

320 HURON AVENUE, DAYTON, OH 45417

DISTRICT _____ SECTION _____ BLOCK _____ LOT _____

Minerva L Hill
MINERVA LOUISE WILL

The land referred to in this commitment is situated in the county of MONTGOMERY, State of Ohio, and described as follows:

SITUATE IN THE CITY OF DAYTON, IN THE COUNTY OF MONTGOMERY AND STATE OF OHIO, AND BEING LOT NUMBERED 49727 OF THE CONSECUTIVE NUMBERS OF LOTS ON THE REVISED PLAT OF SAID CITY OF DAYTON, OHIO.

MORT

98-5951

002

This instrument Prepared by:

101092

Gina L. Moore
Gina L. Moore

12/12
Fidelity Mortgage Inc.
8044 Montgomery Rd.
Suite 460
Cincinnati, OH 45236

KNOW THAT Fidelity Mortgage Inc., a Delaware corporation duly authorized to do business in the State of Ohio, having its principal office located at: 8044 Montgomery Road, Suite 460, Cincinnati, OH 45236

assignor,

in consideration of TEN DOLLARS (\$10.00) and other valuable considerations

dollars,

paid by: DELTA FUNDING CORPORATION
C/O Delta Funding Corporation, Servicing Agent
1000 Woodbury Road, Suite 200
Woodbury, New York 11797, assignee,

Hereby assign: unto the assignee, 100% undivided interest of Mortgage dated the 04 day of November 19 98 made by MINERVA LOUISE HILL

to FIDELITY MORTGAGE INC.

in the principal sum of \$ 34,000.00 and recorded on the day of 19, in the office of the Clerk of the County of MONTGOMERY in Liber of Section of Mortgages, Page , covering premises commonly known as 320 HURON AVENUE, DAYTON, OH 45417
Section: Block: Lot: District:
AS SHOWN ON THE LAND AND TAX MAPS OF THE COUNTY OF MONTGOMERY

THIS DEED OF TRUST WILL BE SERVICED BY DELTA FUNDING CORPORATION 98-5951 B02

THIS ASSIGNMENT IS NOT SUBJECT TO THE REQUIREMENTS OF SECTION 275 OF THE REAL PROPERTY LAW BECAUSE IT IS AN ASSIGNMENT WITHIN THE SECONDARY MORTGAGE MARKET.

Together with the bond or note or obligation described in said mortgage, and the moneys due and to grow due thereon with the interest; TO HAVE AND TO HOLD the same unto the assignee and to the successors, legal representative and assigns of the assignee forever. The word assignor; or assignee shall be construed as if it read assignors or assignees whenever the sense of this instrument so requires.

IN WITNESS WHEREOF, the assignor has duly executed this assignment the 4 day of Nov. 19 98

IN PRESENCE OF: FIDELITY MORTGAGE INC.

By: *Kary Kooqer*
Title: Authorized Signatory

Gina L. Moore Witness

Deanna Johnson Witness

STATE OF Ohio, COUNTY OF Hamilton ss:

On the 4 day of Nov. 19 98 before me personally came Kary Kooqer to me known, who being by me duly sworn did depose and say that deponent resides at 8044 Montgomery Road, Suite 460, Cincinnati, OH 45236, Kary Kooqer deponent is Authorized Signator the corporation described in and which executed the foregoing instrument; deponent knows the seal said corporation that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; deponent's name thereto by like order.

NOTARY PUBLIC

JOY A. CLARK
RECORDER

98 NOV -5 PM 2:28



DELIA STROLE
Notary Public, State of Ohio
No. 226078
My Commission Expires 9-4-2002

Loan # 3450017672 MONTGOMERY CO. OHIO

RECORDED

ASSIGNMENT OF MORTGAGE WITHOUT COVENANT

TITLE NO.

FIDELITY MORTGAGE INC.

TO

DELTA FUNDING CORPORATION

RECORD AND RETURN TO

FIDELITY MORTGAGE INC.
C/O DELTA FUNDING CORPORATION
QUALITY CONTROL DEPARTMENT
1000 WOODBURY ROAD
WOODBURY, NEW YORK 11797

MORT 98-5951 C03

File No: CN4000

Legal Description
APPENDIX A

SITUATE IN THE CITY OF DAYTON, IN THE COUNTY OF MONTGOMERY AND STATE OF OHIO, AND BEING LOT NUMBERED 49727 OF THE CONSECUTIVE NUMBERS OF LOTS ON THE REVISED PLAT OF SAID CITY OF DAYTON, OHIO.

R72-126-04.0034

MORT 98-5951 C04

Mortgagor: Minerva Louise Hill
Loan Number: 89702625

Judy Dodge Recorder
Montgomery County
A/M -02-008195 0004
\$22.00 01/17/02 13:36:23

ASSIGNMENT OF MORTGAGE

4 **KNOW ALL MEN BY THESE PRESENT**, that Delta Funding Corporation, 1000 Woodbury Road, Woodbury, NY 11797 for the consideration of One and 00/100 Dollars (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby sell, assign, transfer, and set over unto:

Wells Fargo Bank, Minnesota, National
Association, as Trustee for Delta Funding
Home Equity Loan Trust 1998-4
c/o 1675 Palm Beach Lakes Blvd.
West Palm Beach, FL 33401

Its successors and assigns, a certain mortgage deed, executed and delivered to Fidelity Mortgage, Inc. from Minerva Louise Hill, single, in the amount of \$34,000.00 recorded on November 5, 1998, in Microfiche #98-5951B02 in the office of the Recorder, Montgomery County, Ohio, together with the Promissory Note secured thereby and referred to therein; and all sums of money due and to become due thereon. Said real estate described as follows:

SITUATED IN THE CITY OF DAYTON, COUNTY OF MONTGOMERY, AND STATE OF OHIO, AND FURTHER DESCRIBED AS FOLLOWS, TO WIT: AND BEING LOT NUMBERED 49727 OF THE CONSECUTIVE NUMBERS OF LOTS ON THE REVISED PLAT OF SAID CITY OF DAYTON, OHIO.

PPN: R72-126-04.0034

IN WITNESS WHEREOF, I have hereunto set my hand on this 19 day of December, 2001.

SIGNED AND ACKNOWLEDGED
IN THE PRESENCE OF:

Ocwen Federal Bank, FSB Attorney-
In-Fact for Delta Funding Corporation
by Power of Attorney recorded in
Microfiche Number 01-0767D03

Quanza Gladstone White
Witness Quanza Gladstone White

M. Nicelli
Witness M. Nicelli

BY 
TERESA BRATCHER
Senior Manager of Default Servicing

MORT

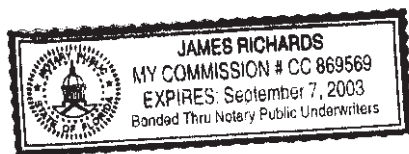
02-0571

B03

STATE OF FLORIDA)
)SS.
COUNTY PALM BEACH)

Before me, a Notary Public in and for the aforesaid County and State, personally appeared the above named Teresa Bratcher, to me known to be the person who executed the foregoing instrument, who being duly sworn, did say that he/she is the Senior Manager of Default Servicing of Ocwen Federal Bank, FSB Attorney-In-Fact for Delta Funding Corporation, duly authorized to execute this Assignment of Mortgage, and acknowledged that he/she signed the said Assignment of Mortgage as said Senior Manager of Default Servicing on behalf of Ocwen Federal Bank, FSB Attorney-In-Fact for Delta Funding Corporation, and that the signing of said instrument is a free act and deed of said Company and the free act and deed of the said Teresa Bratcher.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Palm Beach, Florida this 19th day of December, 2001.



James Richards
Notary Public

THIS INSTRUMENT PREPARED BY:
JEFFREY V. LAURITO, ATTORNEY

AND WHEN RECORDED, RETURN TO:
JEFFREY V. LAURITO, ATTORNEY
35 COMMERCIAL WAY
SPRINGBORO, OH 45066
(937) 743-4878

MAIL

NOTARY

02-0571

BQ4

**UNANIMOUS WRITTEN CONSENT IN LIEU OF
MEETING OF THE EXECUTIVE COMMITTEE OF
OCWEN FEDERAL BANK FSB**

The undersigned, being all of the members of the Executive Committee of Ocwen Federal Bank FSB (the "Bank"), acting pursuant to the authority conferred upon them by the Bylaws of the Bank and by law, do hereby consent to the adoption of the resolutions below, taking and authorizing the action specified therein:

RESOLVED, that Scott W. Anderson, Teresa J. Bratcher, Arthur J. Castner, Daniel I. DeGolyer, Karen L. Kettle, Robert E. Kaltenbach, Soendra D. Moore, William C. Newland, Vickie M. Pruitt, Margery A. Rotundo and Brian S. Vanscoy be, and hereby are, authorized to execute, acknowledge, seal, deliver, endorse, file, record and process the following documents, on behalf of the Bank as necessary or desirable and appropriately completed, in the ordinary course of servicing commercial and one-to-four family residential mortgage loans, including the marketing and sale of real estate owned: deeds; mortgages; note endorsements; subordinations; modifications; lost note affidavits; assignments, satisfactions, releases and reconveyances of deeds, mortgages, subordinations, modifications and other recorded documents; checks or other instruments received by the Bank and made payable to a prior servicer; hazard claims; tax authority notifications and declarations; bills of sale and other instruments of sale, conveyance, and transfer; and all ordinary, appropriate or necessary endorsements, acknowledgements, affidavits and other supporting documents;

RESOLVED, that each of Pamela M. Adams, Scott W. Anderson, Arthur J. Castner, Anna R. Losey and Margery A. Rotundo be, and are hereby, authorized, among other things, to execute, acknowledge, seal, deliver, endorse, file, record and process the following documents, on behalf of the Bank as necessary or desirable and appropriately completed, in the ordinary course of servicing commercial and one-to-four family residential mortgage loans, including the marketing and sale of real estate owned: insurance filings and claims; affidavits of debt; substitutions of trustee or counsel; non-military affidavits; notices of rescission; foreclosure deeds; transfer tax affidavits; affidavits of merit; verifications of complaints; notices to quit; bankruptcy declarations for the purpose of filing motions to lift stays; and all other ordinary, appropriate or necessary documents in connection with insurance, foreclosure, bankruptcy and eviction actions;

RESOLVED, that Scott W. Anderson, Arthur J. Castner and Margery A. Rotundo be, and hereby are authorized and directed to execute all documents necessary for the purchase by the Bank of real property located in Puerto Rico, to take all actions necessary and desirable to administer the assets and the property of the Bank, including without limitation, purchases, endorsements, allonges, assignments of mortgages and trust deeds, other assignments and reconveyances, deeds, leases, contracts and legal pleadings, and to appear on behalf of the Bank in any legal proceeding related to the Property and the assets;

RESOLVED, that Teresa J. Bratcher, Arthur J. Castner, Donna I. McPeck, Paul E. Neff and Brian S. Vanscoy be, and are hereby, appointed Assistant Secretaries of the Bank for the purposes of attesting documents in the ordinary course of

servicing commercial and one-to-four family residential mortgage loans, including the marketing and sale of real estate owned, provided that such documents have been executed by other signatories named in the preceding resolutions;

RESOLVED, that the proper officers be, and hereby are, authorized to appoint an attorney in fact to act for and in representation of the proper officers and for the Banks use and benefit in the exercise of the proper officers authority with regards to real property located in Puerto Rico;

RESOLVED, that for the purposes of these resolutions, the proper officers shall be: the Chairman and Chief Executive Officer, the President, any Senior Managing Director, any Managing Director, any Executive Vice President, any Senior Vice President, any Vice President, the Secretary and any Assistant Secretary;

RESOLVED, that any and all actions previously taken by the proper officers of the Bank on behalf of the Bank, or by the persons authorized herein but predating the date hereof, in furtherance of the purpose and intent of any or all of the foregoing resolutions be, and hereby are, ratified, confirmed, adopted and approved in all respects as the duly authorized acts of the Bank;

RESOLVED, that the proper officers of the Bank be, and each of them hereby is, authorized and directed, in the name and on behalf of the Bank, to take any and all such further actions, to execute, deliver and perform, under its corporate seal or otherwise, any and all such further agreements, documents, certificates and instruments, to make any and all such filings, to seek any and all such approvals and to pay any and all such costs and expenses as in their, his or her judgment may be necessary, appropriate or advisable in order to carry out the purpose and intent of any or all of the foregoing resolutions and to effectuate the transactions authorized thereby; and

FURTHER RESOLVED, that this resolution rescinds and supersedes all prior resolutions of the Executive Committee or of the Board of Directors on the subjects to which it pertains.

IN WITNESS WHEREOF, the undersigned has executed this Unanimous Written Consent as of the 5th day of April, 2001, and directs that this Unanimous Written Consent be filed with the minutes of the Bank.



William C. Erbey



Ronald M. Faris



John R. Erbey



Barry N. Wish

MORT

02-0571

BQC

2001 TUE 09:25 [TX/RX NO 5988]

TOTAL P.03

Prepared by and Return to:

me
Camille A. Coolidge, Esq.
Camille A. Coolidge, P.A.
1301 East Broward Blvd., Suite 330
Ft. Lauderdale, Florida 33301

Type: Mortgages
Kind: ASSIGNMENT OF MORTGAGE
Recorded: 9/25/2012 11:44:42 AM
Fee Amt: \$48.00 Page 1 of 1
Montgomery County, OH
Willis E. Blackshear Recorder

File# 2012-00062306

ASSIGNMENT OF MORTGAGE/DEED OF TRUST

KNOWN ALL MEN BY THESE PRESENTS:

That, **HOME SERVICING, LLC**, located at 8641 United Plaza Blvd., Suite 303, Baton Rouge LA 70809 (hereinafter called the Assignor) in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations to it in hand paid, at or before the encasing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold, assigned, transferred and set over, and by these presents does grant, bargain, sell, assign, transfer, and set ALL OF ITS RIGHT, TITLE AND INTEREST to **STEWARDSHIP FUND, LP**, A Texas limited partnership located at 2200 Ross Avenue, Suite 3300 Dallas, TX 75201, the following described Mortgage/Deed of Trust dated 11/4/1998 and executed by **MINERVA LOUISE HILL** and recorded on 11/5/1998 in Instrument No. 98-5951-B02 of the Official Records in the County Recorder's office in **MONTGOMERY COUNTY**, State of **OHIO** and describing land therein as follows:

SITUATE IN THE CITY OF DAYTON, IN THE COUNTY OF MONTGOMERY AND STATE OF OHIO, AND BEING LOT NUMBERED 49727 OF THE CONSECUTIVE NUMBERS OF LOTS ON THE REVISED PLAT OF SAID CITY OF DAYTON, OHIO.

R72-126-04.0034

Property Address: 320 Huron Avenue, Dayton OH 45417

TOGETHER with the note or notes therein described or referred to the money due and to become due thereon with interest, and all rights accrued or to accrue under said Mortgage; the original principal amount due under this note is **\$34,000.00**.

TO HAVE AND TO HOLD the same to **STEWARDSHIP FUND, LP** bearing, its Successors and Assigns forever.

IN WITNESS WHEREOF the Assignor executed this Instrument this 26th day of June, 2012.

ASSIGNOR:
HOME SERVICING, LLC

BY: 
Print: Jim Nguyen

State of Louisiana
County of East Baton Rouge
Parish

I HEREBY CERTIFY that on this 26 day of June, 2012 before me, personally appeared Jim Nguyen to me known to be the person described in or who has produced drivers license as identification and who executed the foregoing instrument and acknowledged to and before me that said Assignment was executed by her.

WITNESS my hand and official seal in the above County and State

(SEAL)


Notary Public

George G. Caballero
Notary Public
La. Bar Roll No. 22013
Commissioned For State Of Louisiana
My Commission Expires With Life

Prepared by and Return to:

me
Camille A. Coolidge, Esq.
Camille A. Coolidge, P.A.
1301 East Broward Blvd., Suite 330
Ft. Lauderdale, Florida 33301

Type: Mortgages
Kind: ASSIGNMENT OF MORTGAGE
Recorded: 9/25/2012 11:45:31 AM
Fee Amt: \$48.00 Page 1 of 1
Montgomery County, OH
Willis E. Blackshear Recorder

File# 2012-00062307

ASSIGNMENT OF MORTGAGE/DEED OF TRUST

KNOWN ALL MEN BY THESE PRESENTS:

That, **STEWARDSHIP FUND, LP**, A Texas limited partnership located at 2200 Ross Avenue, Suite 3300 Dallas, TX 75201 (hereinafter called the Assignor) in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations to it in hand paid, at or before the en sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold, assigned, transferred and set over, and by these presents does grant, bargain, sell, assign, transfer, and set ALL OF ITS RIGHT, TITLE AND INTEREST to **LAKESIDE PORTFOLIO MANAGEMENT, LLC**, the following described Mortgage/Deed of Trust dated 11/4/1998 and executed by **MINERVA LOUISE HILL** and recorded on 11/5/1998 in **Instrument No. 98-5951-B02** of the Official Records in the County Recorder's office in **MONTGOMERY COUNTY**, State of **OHIO** and describing land therein as follows:

SITUATE IN THE CITY OF DAYTON, IN THE COUNTY OF MONTGOMERY AND STATE OF OHIO, AND BEING LOT NUMBERED 49727 OF THE CONSECUTIVE NUMBERS OF LOTS ON THE REVISED PLAT OF SAID CITY OF DAYTON, OHIO.

R72-126-04.0034

Property Address: 320 Huron Avenue, Dayton OH 45417

TOGETHER with the note or notes therein described or referred to the money due and to become due thereon with interest, and all rights accrued or to accrue under said Mortgage; the original principal amount due under this note is **\$34,000.00**.

TO HAVE AND TO HOLD the same to **LAKESIDE PORTFOLIO MANAGEMENT, LLC** bearing, its Successors and Assigns forever.

IN WITNESS WHEREOF the Assignor executed this Instrument this 27 day of June, 2012.

ASSIGNOR:
STEWARDSHIP FUND, LP

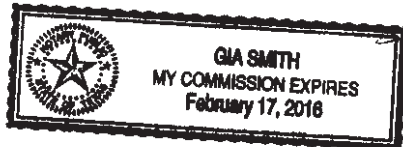
BY: *Keith Aurzada*
Print: KEITH AURZADA, RECEIVER

State of
County of

I HEREBY CERTIFY that on this 27 day of June, 2012 before me, personally appeared KEITH AURZADA, RECEIVER to me known to be the person described in or who has produced _____ as identification and who executed the foregoing instrument and acknowledged to and before me that said Assignment was executed by her.

WITNESS my hand and official seal in the above County and State

(SEAL)



Gia Smith
Notary Public

JA

Prepared by and Return to:

me
Camille A. Coolidge, Esq.
Camille A. Coolidge, P.A.
1301 East Broward Blvd., Suite 330
Ft. Lauderdale, Florida 33301

Type: Mortgages
Kind: ASSIGNMENT OF MORTGAGE
Recorded: 9/25/2012 11:46:18 AM
Fee Amt: \$48.00 Page 1 of 1
Montgomery County, OH
Willis E. Blackshear Recorder

File# 2012-00062308

ASSIGNMENT OF MORTGAGE/DEED OF TRUST

KNOWN ALL MEN BY THESE PRESENTS:

That, **LAKESIDE PORTFOLIO MANAGEMENT, LLC**, A Delaware limited liability company located at 1301 East Broward Blvd, Suite 330, Ft. Lauderdale, Florida 33301 (hereinafter called the Assignor) in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations to it in hand paid, at or before the ensembling and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold, assigned, transferred and set over, and by these presents does grant, bargain, sell, assign, transfer, and set ALL OF ITS RIGHT, TITLE AND INTEREST to **EXCELLERATION PARTNERS, LLC**, the following described Mortgage/Deed of Trust dated **11/4/1998** and executed by **MINERVA LOUISE HILL** and recorded on **11/5/1998** in **Instrument No. 98-5951-B02** of the Official Records in the County Recorder's office in **MONTGOMERY COUNTY**, State of **OHIO** and describing land therein as follows:

SITUATE IN THE CITY OF DAYTON, IN THE COUNTY OF MONTGOMERY AND STATE OF OHIO, AND BEING LOT NUMBERED 49727 OF THE CONSECUTIVE NUMBERS OF LOTS ON THE REVISED PLAT OF SAID CITY OF DAYTON, OHIO.

R72-126-04.0034

Property Address: 320 Huron Avenue, Dayton OH 45417

TOGETHER with the note or notes therein described or referred to the money due and to become due thereon with interest, and all rights accrued or to accrue under said Mortgage; the original principal amount due under this note is **\$34,000.00**.

TO HAVE AND TO HOLD the same to **EXCELLERATION PARTNERS, LLC** bearing, its Successors and Assigns forever.

IN WITNESS WHEREOF the Assignor executed this Instrument this 11 day of July, 2012.

ASSIGNOR:

LAKESIDE PORTFOLIO MANAGEMENT, LLC

BY: Brian Plunkett

Print: BRIAN PLUNKETT, MANAGING MEMBER

State of Florida
County of Broward

I HEREBY CERTIFY that on this 11 day of July, 2012 before me, personally appeared BRIAN PLUNKETT to me known to be the person described in or who has produced _____ as identification and who executed the foregoing instrument and acknowledged to and before me that said Assignment was executed by him.

WITNESS my hand and official seal in the above County and State

(SEAL)



Candice Duffy
Notary Public

JA

This Instrument Prepared By:
DS & K Investments, LLC
3307 S. College Avenue, Ste 200-20
Fort Collins, CO 80525

Type: Mortgages
Kind: ASSIGNMENT OF MORTGAGE
Recorded: 4/4/2016 11:09:46 AM
Fee Amt: \$48.00 Page 1 of 2
Montgomery County, OH
Willis E. Blackshear Recorder

2x File# 2016-00016242

Know that **Delta Funding Corporation**, a corporation duly authorized to do business in the State of New York, having its principal office located at: 1000 Woodbury Road, Woodbury, New York 11797, assignor,

in consideration of TEN DOLLARS (\$10.00) and other valuable considerations

paid by: **Excelleration Partners, LLC**
C/O Delta Funding Corporation, Servicing Agent
1100 Woodbury Road, Suite 200
Woodbury, New York 11797, assignee

Hereby assigns unto the assignee 100% undivided interest of Mortgage dated 04 day of November, 1988 made by **Minerva Louise Hill**, single woman

To FIDELITY MORTGAGE INC.

in the principal sum of \$34,000.00 and recorded on the 05 day of November, 1998, in the office of the Clerk of the County of Montgomery under instrument number 98-5951-B02, covering premises commonly known as **320 Huron Avenue, Dayton, OH 45417** and described as follows:

SITUATE IN THE CITY OF DAYTON, IN THE COUNTY OF MONTGOMERY AND STATE OF OHIO, AND BEING LOT NUMBERED 49727 OF THE CONSECUTIVE NUMBERS OF LOTS ON THE REVISED PLAT OF SAID CITY OF DAYTON, OHIO

THIS DEED OF TRUST WILL CONTINUE TO BE SERVICED BY DELTA FUNDING CORPORATION

THIS ASSIGNMENT IS NOT SUBJECT TO THE REQUIREMENTS OF SECTION 275 OF THE REAL PROPERTY LAW BECAUSE IT IS AN ASSIGNMENT WITHIN THE SECONDARY MORTGAGE MARKET.

Together with the bond or the note or obligation described in said mortgage, and the moneys due and to grow due thereon with the interest; TO HAVE AND TO HOLD the same unto the assignee and to the successors, legal representative and assigns of the assignees whenever the sense of this instrument so requires.

IN WITNESS WHEREOF, the assignor has duly executed this assignment on the 15th day of March, 2016 which assignment was effective on the 9th day of November, 1998

IN PRESENCE OF: DELTA FUNDING CORPORATION

By:

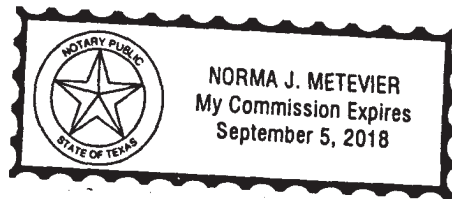
MPI
9864 E. Grand River Ave.
Brighton, MI 48116

STATE OF Texas COUNTY OF Williamson

On the 15th day of March, 2016 before me Norma J. Metevier, Notary Public,
personally appeared James G. Kay, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to the that he/she/they execute the same in his/her/their authorized capacity(ies), and
that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed this instrument.

WITNESS my hand and official seal.

Norma J. Metevier
Notary Public Norma J. Metevier
My Commission Expires: 5 Sep 2018



WHEN RECORDED MAIL TO:

Type: Mortgages
Kind: ASSIGNMENT OF MORTGAGE
Recorded: 4/4/2016 11:10:43 AM
Fee Amt: \$48.00 Page 1 of 1
Montgomery County, OH
Willis E. Blackshear Recorder

File# 2016-00016243

1+

[Space Above This Line For Recording Data]

ASSIGNMENT OF MORTGAGE/DEED OF TRUST

KNOWN ALL MEN BY THESE PRESENTS:

That, **EXCELLERATION PARTNERS, LLC**, a Texas limited liability company, located at 12105 Terraza Circle, Austin, Texas 78726 (hereinafter called the Assignor) in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations to it in hand paid, at or before the ensembling and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold, assigned, transferred and set over, and by these presents does grant, bargain, sell, assign, transfer, and set ALL OF ITS RIGHT, TITLE AND INTEREST to **DS&K INVESTMENTS, LLC**, a Colorado limited liability company, located at 3307 S. COLLEGE AVE STE 200-17 FIDELITY CO 80525, the following described Mortgage/Deed of Trust dated 11/4/1998 and executed by **MINERVA LOUISE HILL** and recorded on 11/5/1998 in Instrument No. **98-5951-B02** of the Official Records in the County Recorder's office in **MONTGOMERY COUNTY**, State of **OHIO** and describing land therein as follows:

SITUATE IN THE CITY OF DAYTON, IN THE COUNTY OF MONTGOMERY AND STATE OF OHIO, AND BEING LOT NUMBERED 49727 OF THE CONSECUTIVE NUMBERS OF LOTS ON THE REVISED PLAT OF SAID CITY OF DAYTON, OHIO.

R72-126-04.0034

Property Address: 320 Huron Avenue, Dayton OH 45417

TOGETHER with the note or notes therein described or referred to the money due and to become due thereon with interest, and all rights accrued or to accrue under said Mortgage; the original principal amount due under this note is **\$34,000.00**.

TO HAVE AND TO HOLD the same to bearing, its Successors and Assigns forever.

IN WITNESS WHEREOF the Assignor executed this Instrument this 28 day of February 2013.

ASSIGNOR: Excelleration Partners, LLC

BY:

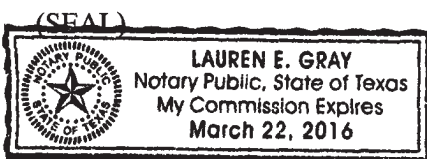
James G. Kay
James G. Kay, Managing Member

State of Texas
County of Travis

I HEREBY CERTIFY that on this 28 day of February 2013 before me, personally appeared **JAMES G. KAY** to me known to be the person described in or who has produced a valid Texas driver's license as identification and who executed the foregoing instrument and acknowledged to and before me that said Assignment was executed by him.

WITNESS my hand and official seal in the above County and State

Lauren E. Gray
Notary Public



me:

mpi #2

Type: Mortgages
Kind: ASSIGNMENT OF MORTGAGE
Recorded: 4/4/2016 11:11:37 AM
Fee Amt: \$48.00 Page 1 of 2
Montgomery County, OH
Willis E. Blackshear Recorder

File# 2016-00016244

Record & Return To:
CSC Document Recording Services
PO Box 3008
Tallahassee, FL 32315
800-927-9801

Loan #: 0036192
Deal Name: FCIE - REC
OH, Montgomery



S358633ASG
REF109585979

ASSIGNMENT OF MORTGAGE/ DEED OF TRUST

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, the undersigned, **DS&K INVESTMENTS, LLC** herein ("Assignor"), does hereby grant, sell, assign, transfer and convey, without recourse unto **MATHIEU'S PLACE INVESTMENTS, LLC**, 9864 E. GRANT RIVER AVE SUITE 110-109, BRIGHTON, MI 48116 herein ("Assignee") that certain MORTGAGE/ DEED OF TRUST recorded in Montgomery County, OH and referenced below;

Borrower: MINERVA LOUISE HILL SINGLE WOMAN
Recorded: 11/05/1998
Instrument: 98-5951-B02 in Montgomery , OH
Property: 320 HURON AVE, DAYTON, OH 45417

SITUATE IN THE CITY OF DAYTON, IN THE COUNTY OF MONTGOMERY AND STATE OF OHIO, AND BEING LOT NUMBERED 49727 OF THE CONSECUTIVE NUMBERS OF LOTS ON THE REVISED PLAT OF SAID CITY OF DAYTON, OHIO

ABL Together with the note(s) and obligations therein described or referred to, the money due and to become due thereon, with interest, and all rights accrued or to accrue under said document referenced above.

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, forever, subject only to the terms and conditions of the document above-described.

ME
MPI #3

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed and delivered, effective
Dec. 22, 2015

DS&K INVESTMENTS, LLC

By: Douglas Marquiss
Name: Douglas MARQUISS
Title: MANAGER

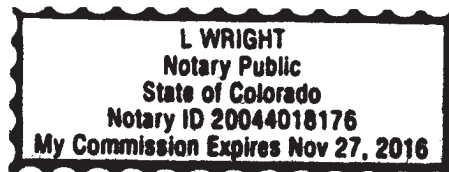
STATE OF
Colorado
COUNTY OF
Canmer

On Dec. 22, 2015 before me, L. Wright, Notary Public, personally appeared Douglas Marquiss, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

L. Wright
Notary Public L. Wright
My Commission Expires: 11-27-16

This Instrument was Prepared By:
CSC Document Recording Services
PO Box 3008
Tallahassee, FL 32315
800-927-9801
Prepared by: Tim Griffith



ME
After recording, return to:
CITIFINANCIAL, INC.

8361 NORTH MAIN STREET
DAYTON OH 45415

9 MORT
Judy Dodge Recorder
Montgomery County
MORT-01-023924 0004
\$22.00 03/08/01 12:04:32

MORTGAGE

THIS MORTGAGE is made this 7th day of March, 2001, between the Mortgagor
MINERVA HILL

(herein "Borrower"),

and the Mortgagee, CITIFINANCIAL, INC.

a corporation organized and existing under the laws of Ohio, whose
address is 8361 NORTH MAIN STREET DAYTON OH 45415 (herein
"Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 6,839.21, which indebtedness is evidenced by Borrower's note dated 03/07/2001 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on 03/12/2009;

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with the interest thereon; the payment of all other sums, with the interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of MONTGOMERY, State of Ohio:

SITUATED IN THE CITY OF DAYTON, IN THE COUNTY OF MONTGOMERY AND THE STATE OF OHIO: AND BEING LOT NUMBERED 49727 OF THE CONSECUTIVE NUMBERS OF LOTS ON THE REVISED PLAT OF SAID CITY OF DAYTON, OHIO. THIS BEING THE SAME PROPERTY CONVEYED TO MINERVA HILL, WIFE, BY THE ESTATE OF WILLIAM HILL, DECEASED IN DEED BOOK 75-172, PAGE C04 EXECUTED 4/28//1975 AND RECORDED 4/28/1975, MONTGOMERY COUNTY RECORDS STATE OF OHIO.

which has the address of 320 HURON AVE, DAYTON,
Ohio 45417 (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seised 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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

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

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

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

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, court costs, and costs of documentary evidence, abstracts and title reports.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property, including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

20. Release. Upon payment of all sums secured by this Mortgage, Lender shall discharge this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

21. Advances to Protect Security. Disbursements made by Lender pursuant to paragraph 7 hereof, such as those for the payment of taxes, assessments, insurance premiums or costs incurred for the protection of the Property, shall be advances made pursuant to Section 5301.233 of the Ohio Code.

22. 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 Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 22, "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 22, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**REQUEST FOR NOTICE OF DEFAULT
AND FORECLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, with a copy to P. O. Box 17170, Baltimore, MD 21203, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Witnesses:

[Signature: Dianne D. Starnes]
[Signature: Dianne Miller]

[Signature: Minerva L Hill]

-Borrower

-Borrower

STATE OF OHIO, MONTGOMERY

County ss:

On this 7TH day of MARCH, 2001, before me, a

Notary Public in and for said County and State, personally appeared

MINERVA L. HILL

the individual(s) who executed the foregoing instrument and acknowledged that S he did examine and read the same and did sign the foregoing instrument, and the same is HER free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

G. DIANE MILLER, Notary Public
In and for the State of Ohio
My Commission Expires Oct. 19, 2003

My Commission Expires:

[Signature: G. Diane Miller]
Notary Public

This instrument was prepared by:
CITIFINANCIAL, INC.

8361 NORTH MAIN STREET
DAYTON OH 45415

MORTGAGE RELEASE

The Conditions of the within Mortgage having been complied with, the undersigned hereby cancels and releases the same this day of

BY

10/06/11 15:25:23
LIEN-11-059936 0002
Montgomery County
Willis E. Blackshear Recorder

NO TRANSFER
03:26pm OCTOBER 06, 2011
KARL L. KEITH, COUNTY AUDITOR

CERTIFICATE OF AMOUNT OF MEDICAID RECOVERY
(LIEN ON REAL ESTATE AND PERSONAL
PROPERTY SECT. 5111.11.1 REVISED CODE)

DATE: October 5, 2011
RECORDER OF MONTGOMERY COUNTY, OHIO

STATE OF OHIO
DEPARTMENT OF JOB & FAMILY SERVICES

MONTGOMERY COUNTY
DAYTON, OHIO

PLAINTIFF

VS

MINERVA HILL, THE ESTATE OF MINERVA HILL,
AND ALL OTHER HEIRS OF MINERVA HILL

TYPE: MEDICAID ESTATE RECOVERY
CLAIM NO: 9834075

DEFENDANT

THE AFOREMENTIONED ASSESSMENT HAS BECOME FINAL BY OPERATION OF LAW FOR THE PURPOSE OF HAVING A LIEN FILED AGAINST THE REAL AND PERSONAL PROPERTY OF THE ABOVE NAMED PERSON: BEING PARCEL NO. R72 12604 0034 SEE ATTACHED LEGAL DESCRIPTION.

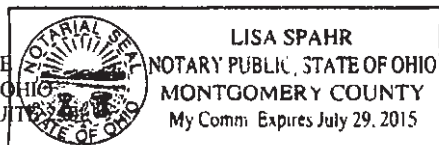
TO THE COUNTY RECORDER:
PLEASE FILE LIEN AGAINST THE REAL
AND PERSONAL PROPERTY OF THE ABOVE
NAMED PERSON. RETAIN ONE COPY AND
RETURN ONE COPY TO THE UNDERSIGNED
COUNSEL.

AMOUNT: \$56,409.06

I hereby certify that MINERVA HILL, was the
Medicaid Recipient for whom the
Ohio Department of Job and Family Services
paid \$56,409.06 and that this lien is authorized
by Ohio Revised Code Section 5111.11.1
I further certify that the above amount bears interest to the
maximum statutory rate from October 5, 2011

BRENT E. RAMBO, CO-COUNSEL TO
JAMES E. SWAIM
ATTORNEY FOR OHIO DEPARTMENT OF
JOB & FAMILY SERVICES AS SPECIAL
COUNSEL TO THE OFFICE OF THE
ATTORNEY GENERAL OF OHIO

PREPARED BY:
CHARLES F. GEIDNER,
CO-COUNSEL TO
JAMES E. SWAIM,
SPECIAL COUNSEL TO THE
ATTORNEY GENERAL OF OHIO
15 W. FOURTH STREET, SUITE 200
DAYTON, OHIO 45402



Sworn to and subscribed before me
this 6 day of OCTOBER, 2011

Notary Public

LEGAL DESCRIPTION

Situate in the City of Dayton, County of Montgomery and State of Ohio, being Lot No. Forty Nine Thousand Seven Hundred Twenty Seven (49727) of the consecutive numbers of lots on the revised plat of the said City of Dayton, Ohio

Montgomery County Ohio
Clerk Of Courts
Gregory A. Brush
Public Records Online System Version II
2011 CJ 177639 - DAYTON HEALTH CARE INC Vs MINERVA HILL

Party Information

CREDITOR CREDITOR DEBTOR DEBTOR		DAYTON HEALTH CARE INC THE MARIA JOSEPH CENTER MINERVA HILL ROBERT MORELAND	
COUNTY MONTGOMERY	COURT COMMON PLEAS GENERAL	RENDER DATE 30-NOV-10	RELEASE DATE
EXECUTION #	STATE OH	FOREIGN #	MONTGOMERY CTY CASE # 10 CV 7953
ATTORNEY THOMAS P SEMPLE			
AMOUNT 22746	INTEREST RATE	INTEREST PER	INTEREST DATE
JUDGEMENT COST			

Judge Information

Case Information



File Date: 07-JAN-11
Status: OPEN
Case Description: CERTIFICATE OF JUDGMENT
Case Action: CERTIFICATE OF JUDGMENT TO STAY

Additional Information

Case Comments

2011 CJ 177639- DAYTON HEALTH CARE INC vs MINERVA HILL

IMAGE DATE ENTRY

	01/07/2011	CERTIFICATE OF JUDGMENT
	01/07/2011	PRAECIPE FOR CJ TO STAY Receipt: 769347 Date: 01/07/2011

Party Summary

CREDITOR
DAYTON HEALTH CARE INC
ATTORNEY(S)
NO ATTORNEY ON FILE

CREDITOR
THE MARIA JOSEPH CENTER
ATTORNEY(S)
NO ATTORNEY ON FILE

DEBTOR
MINERVA HILL
ATTORNEY(S)
NO ATTORNEY ON FILE

DEBTOR
ROBERT MORELAND
ATTORNEY(S)
NO ATTORNEY ON FILE

Service Summary

Montgomery County Ohio
Clerk Of Courts
Gregory A. Brush
Public Records Online System Version II
2016 CJ 199021 - DAYTON HEALTH CARE INC Vs MINERVA HILL

Party Information

CREDITOR		DAYTON HEALTH CARE INC	
DEBTOR		MINERVA HILL	
DEBTOR		ROBERT MORELAND	
COUNTY	COURT	RENDER DATE	RELEASE DATE
MONTGOMERY	COMMON PLEAS	30-NOV-10	
EXECUTION #	STATE	FOREIGN #	MONTGOMERY CTY CASE
	OH		#
ATTORNEY			2010CV7953
THOMAS SEMPLE			
AMOUNT	INTEREST RATE	INTEREST PER	INTEREST DATE
22746			JUDGEMENT COST

Judge Information

Case Information



File Date: 25-JAN-16
Status: OPEN
Case Description: CERTIFICATE OF JUDGMENT
Case Action: CERTIFICATE OF JUDGMENT TO STAY

Additional Information

Case Comments

2016 CJ 199021- DAYTON HEALTH CARE INC vs MINERVA HILL

IMAGE DATE ENTRY

	01/25/2016	CERTIFICATE OF JUDGMENT
	01/25/2016	PRAECIPE FOR CJ TO STAY Receipt: 1084403 Date: 01/25/2016

Party Summary

CREDITOR
DAYTON HEALTH CARE INC
ATTORNEY(S)
NO ATTORNEY ON FILE

DEBTOR
MINERVA HILL
ATTORNEY(S)
NO ATTORNEY ON FILE

DEBTOR
ROBERT MORELAND
ATTORNEY(S)
NO ATTORNEY ON FILE

Service Summary

