



## Property Report

**ORDER NUMBER: 73198**






**BORROWER NAME: Brandon A Bias**

**PARCEL NUMBER : 10161497**

**COUNTY: Franklin**

**SEARCH DATE: 09/09/2015**

**EFFECTIVE DATE: 08/28/2015**

	VESTING	Brandon A Bias
	CHAIN OF TITLE	Proper
	MORTGAGE / DOT	1 MORTGAGE
	JUDGMENTS / LIENS	None Found
	TAXES	DUE



**National Asset Management Group**  
2411 West La Palma Ave., Suite 350 Bldg 1  
Anaheim, CA 92801  
(714) 822-3344 • (800) 977-6264 Fax (714)  
822-3345

Ref: Client Name**NAMG**

<b>PROPERTY REPORT</b>
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**Customer:**

**Loan #:** 2233000141

**Order Date:** 09/09/2015

**Plant Date:** 08/28/2015

**Ref:** Javlin003

**Order ID:** 73198

**Property Address:** 2878 Whitlow Rd Columbus OH-43232

**If Applicable AKA:** -

**County Name:** Franklin

**Assessor's Parcel Number:** 010-161497-00

**No guarantee is made regarding (A) matters affecting the beneficial interest of any Mortgage or Deed of Trust which may be shown herein as an exception, or (B) other matters which may affect any such mortgage or Deed of Trust. No guarantee is made regarding any liens, claims of liens, defects or encumbrances other than those specifically provided for above, and, if information was requested by reference to a street address, no guarantee is made that said land is the same as said address**



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Ref: Client Name**NAMG**

<b>Property Vesting</b>
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**The last recorded document Purporting transferring title to said land described herein shows the following:**

<b>Purported Owner</b>	: BRANDON A. BIAS
<b>Document Type</b>	: QUIT-CLAIM DEED
<b>Volume/Page</b>	: 200207300186091
<b>Grantor</b>	: CAROLYN R. MULLINS, UNMARRIED
<b>Grantee</b>	: BRANDON A. BIAS
<b>Execution Date</b>	: 07/10/2002
<b>Recorded Date</b>	: 07/30/2002
<b>Comments</b>	:
<b>Document Type</b>	: SURVIVORSHIP DEED
<b>Volume/Page</b>	: 199806160149195
<b>Grantor</b>	: MARGIE T. KIMES, UNMARRIED
<b>Grantee</b>	: BRANDON A. BIAS AND CAROLYN R. MULLINS, FOR JOINT LIVES
<b>Execution Date</b>	: 06/15/1998
<b>Recorded Date</b>	: 06/16/1998



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[Ref: Client Name NAMG](#)

<b>Property Tax Information</b>
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**Note: The Tax information set forth above reflects current Year General Tax information only. The record property information Report does not provide information relating to supplemental Tax Bills and/or prior Years(s) defaulted Taxes.**

**ITEM A**

**TAX VALUE INFORMATION**

**Land Value:** \$14,500.00

**Improvement Value:** \$58,100.00

**Total Value:** \$72,600.00

**Exemptions:** -

**TAX OBLIGATION INFORMATION**

**Tax Periods:** ANNUAL

**Tax Year:** 2014

**Tax Amount:** \$11,021.56

**Tax Status:** DUE



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**Ref: Client Name**NAMG

<b>Legal Description</b>
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**The land referred to in this property report is located in and described as follows per the Deed recorded above:**

ALL THAT LOT OF GROUND SITUATES IN THE COUNTY OF FRANKLIN, STATE OF OHIO AND DESCRIBED AS FOLLOWS,  
BEING LOT NUMBER ONE HUNDRED TWENTY (120) OF CHATTERON GARDENS, AS THE SAME IS NUMBERED AND DELINEATED UPON THE RECORDED PLAT THEREOF OF RECORDED IN PLAT BOOK 45, PAGE 103, RECORDER'S OFFICE, FRANKLIN COUNTY, OHIO.



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**Ref: Client Name** NAMG

**Official Records of the County where the Land is located shows the following Deed(s) of Trust affecting the Land:**

**ITEM 1**

**Document Type** : MORTGAGE  
**Volume/ Page** : 200605160093854  
**Loan Amount** : \$ 77,400.00  
**Maturity Date** : 05/01/2036  
**Grantor** : BRADON A. BIAS, A SINGLE MAN  
**Beneficiary** : MERS, INC., AS NOMINEE FOR GMFS, LLC  
**Open End** : CLOSED  
**Execution Date** : 04/24/2006  
**Recorded Date** : 05/16/2006

**Document Type** : ASSIGNMENT  
**Volume/ Page** : 201507060090002  
**Assignor** : MERS, INC., AS NOMINEE FOR GMFS, LLC  
**Assignee** : GRAPHUS REAL ESTATE LLC  
**Execution Date** : 07/09/2014  
**Recorded Date** : 07/06/2015

**Comment** : ORIGINAL ASSIGNMENT RECORDED 4/12/2013 INSTRUMENT  
#201304120061076

**Document Type** : ASSIGNMENT  
**Volume/ Page** : 201507060090003  
**Assignor** : GRAPHUS REAL ESTATE LLC  
**Assignee** : GRANITE COMMUNITY RECOVERY FUND TRUST  
**Execution Date** : 07/24/2014  
**Recorded Date** : 07/06/2015



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**Ref: Client Name** NAMG

**Document Type** : ASSIGNMENT  
**Volume/ Page** : 201507060090004  
**Assignor** : GRANITE COMMUNITY RECOVERY FUND TRUST  
**Assignee** : GRANITE COMMUNITY RECOVERY FUND, LLC  
**Execution Date** : 05/12/2015  
**Recorded Date** : 07/16/2015



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**Ref: Client Name**[NAMG](#)

**Official Records of the County shows the General Index matters against the purported Owners as follows:**

**Judgment Type** : NONE  
**Plaintiff** :  
**Defendant** :  
**Amount** :  
**Case No** :  
**Dated Date** :  
**Recorded Date** :  
**Book / Page** :  
**Instrument #** :  
**Comments** :

**Lien Type** : NONE  
**Plaintiff** :  
**Defendant** :  
**Amount** :  
**Case No** :  
**Dated Date** :  
**Recorded Date** :  
**Book / Page** :  
**Instrument #** :  
**Comments** :



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**Ref: Client Name**NAMG

The effect of documents, proceedings, liens, decrees or other matters which do not specifically describe said land, but which, if any do exist, may affect the title or impose liens or encumbrances thereon. The name search necessary to ascertain the existence of such matters has not been completed and will require a statement of information from vestees in order to complete this report.

#### **Limitation of Liability**

**Recipient recognizes that it is difficult to determine the extent of damages which could arise from any error or omission in this Report. Recipient recognizes that the Fee charged is nominal in relation to the potential damages or liabilities arising from any such error or omission. As a part of the consideration given in exchange for the issuance of this Report, the Recipient agrees that the Company's sole liability for any loss or damage arising by reason of any error or omission contained herein shall be limited by this paragraph. In no event shall such liability exceed the Fee amount charged for this report.**

#### **Additional Documents:**

- 1. RESTRICTIVE COVNENTS FOUND RECORDED: 06/16/1998 INSTR: 1999060149197**
- 2. AFFIDAVIT ON FACTS RELATING TO TITLE FOUND RECORDED: 12/08/2003  
INSTR: 200312080388473**

# QUIT-CLAIM DEED

Instr: 200207300186091 07/30/2002  
Pages: 1 F: \$14.00 3:00PM  
Robert G. Montgomery T20020086744  
Franklin County Recorder MEPOLD REP

**Carolyn R. Mullins**, unmarried, Grantor, of Franklin County, Ohio, who claims title by or through Instrument No. 199806160149195, recorded Recorder's Office, Franklin County, Ohio, for the consideration of One and 00/100 Dollar (\$1.00) paid, hereby grants to **Brandon A. Bias**, unmarried, Grantee, whose tax mailing address is 2878 Whitlow Road, Columbus, Ohio 43232, the following described **REAL PROPERTY**: Situated in the State of Ohio, in the County of Franklin, and in the City of Columbus being bounded and described as follows:

BEING LOT NUMBER ONE HUNDRED TWENTY (120) OF CHATTERTON GARDENS, AS THE SAME IS NUMBERED AND DELINEATED UPON THE RECORDED PLAT THEREOF OF RECORD IN PLAT BOOK 45, PAGE 103, RECORDER'S OFFICE, FRANKLIN COUNTY, OHIO.

Tax district and parcel number: 010-161497

Street address of property: 2878 Whitlow Road, Columbus, Ohio 43232

Subject to any restrictions, conditions, covenants, rights, rights-of-way, and easements now of record. To have and to hold the above-granted Premises, with the appurtenances thereof, unto the said Grantee, his heirs and assigns forever.

And for valuable consideration, Grantor does hereby remise, release and forever quitclaim unto said Grantee, his heirs and assigns, all right and expectancy of dower in the above-described Premises.

Prior Instrument Reference: 199806160149195 of the Deed Records of Franklin County, Ohio.

Signed this 10<sup>th</sup> day of July, 2002.

*Carolyn R. Mullins*  
Carolyn R. Mullins

State of Ohio; County of Franklin: ss.

**BE IT REMEMBERED**, That on this 10<sup>th</sup> day of July, 2002 before me, the subscriber, a Notary Public, in and for said County, personally came Carolyn R. Mullins, the Grantor in the foregoing Deed, and acknowledged the signing thereof to be her voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on this day and year aforesaid.



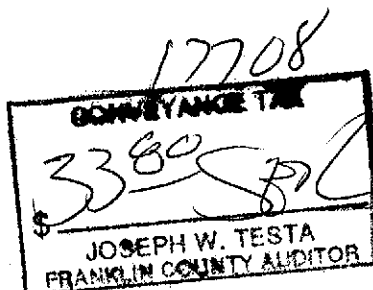
KATHRYN M. BOLLON  
Notary Public, State of Ohio  
My Commission Expires 05-14-04

*Kathryn M. Bollon*  
NOTARY PUBLIC

This instrument was prepared by: Edward T. McClellan, Attorney at Law, Harris, McClellan, Binau & Cox P.L.L., 37 West Broad Street, Suite 950, Columbus, Ohio 43215; (614) 464-2572.

AFTER RECORDING, MAIL TO: Brandon A. Bias, 2878 Whitlow Road, Columbus, Ohio 43232.

Auditor's and Recorder's Stamps



TRANSFERRED

JUL 30 2002

JOSEPH W. TESTA  
AUDITOR  
FRANKLIN COUNTY, OHIO

**\*SURVIVORSHIP DEED**

Instr: 199806160149195 06/16/1998  
 Pages: 1 Fee: \$14.00 3:24PM  
 Richard B. Metcalf T19980085163  
 Franklin County Recorder BXFOUNDATI

KNOW ALL MEN BY THESE PRESENTS, that Margie T. Kimes, Unmarried, for valuable consideration paid, grant with general warranty covenants to Brandon A. Bias and Carolyn R. Mullins, for their joint lives, remainder to the survivor of them, whose tax-mailing address is

1111 Superior Avenue, Cleveland, Ohio 44114

the following REAL PROPERTY:

Situated in the City of Columbus, County of Franklin, and in the State of Ohio:

Being Lot Number One Hundred Twenty (120) of CHATTERTON GARDENS, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 45, Page 103, Recorder's Office, Franklin County, Ohio.

Parcel Number: 010-161497

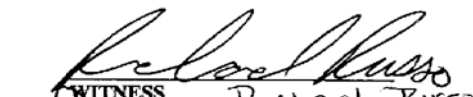
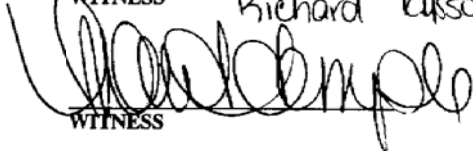
More Commonly Known As: 2878 Whitlow Road, Columbus, OH 43232

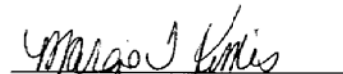
This conveyance is subject to: 1) the lien of any installments of real estate taxes and assessments, if any not due and payable as of the date hereof, 2) restrictions, easements, conditions and reservations of record, 3) and zoning ordinances

Prior Instrument Reference: Official Record Volume 21278, Page B02

In witness whereof the said, Margie T. Kimes, have hereunto set their hands this 15th day of June, 1998.

Signed and acknowledged in presence of:

  
 WITNESS Richard Russo  
  
 WITNESS

  
 Margie T. Kimes

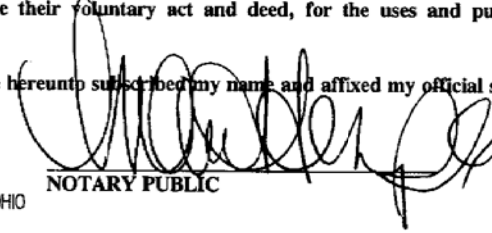
STATE OF OHIO,  
 COUNTY OF Franklin, ss:

BE IT REMEMBERED, That on this 15th day of June, 1998, before me, the subscriber, a Notary Public in and for said county, personally came Margie T. Kimes, the above named Grantors in the foregoing deed, and acknowledged the signing of the same to be their voluntary act and deed, for the uses and purposes therein mentioned.

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

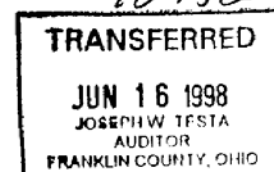
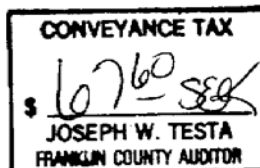


SHARI A. TEMPLE  
 NOTARY PUBLIC, STATE OF OHIO  
 MY COMMISSION EXPIRES  
 FEBRUARY 19, 2002

  
 NOTARY PUBLIC

This instrument was prepared by:

David D. Bolon, Esquire  
 502 South Third Street  
 Columbus, OH 43215  
 (614)228-8485





200605160093854

Pgs: 15 \$132.00 T20060036165  
05/16/2006 12:27PM MEPUILLARD AN  
Robert G. Montgomery  
Franklin County Recorder

After Recording Return To:  
**GMFS, LLC**  
**ATTN: Final Docs**  
**7389 Florida Blvd., Ste. 200A**  
**Baton Rouge, LA 70806**

**AFTER RECORDING RETURN TO:**

**BENCHMARK ESCROW  
& TITLE, LLC**  
**10250 ALLIANCE RD., STE. 112**  
**CINCINNATI, OH 45242**

## MORTGAGE

Loan No. 2000016688  
MIN No. 1002480-0000202200-2

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) **"Security Instrument"** means this document, which is dated **April 24, 2006**, together with all Riders to this document.

(B) **"Borrower"** is **BRANDON A. BIAS, a single man**. Borrower is the mortgagor under this Security Instrument.

(C) **"MERS"** is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) **"Lender"** is **GMFS, LLC**. Lender is a **Limited Liability Company** organized and existing under the laws of **the State of Delaware**. Lender's address is **7389 Florida Blvd., Ste. 200A, Baton Rouge, LA 70806**.

(E) **"Note"** means the promissory note signed by Borrower and dated **April 24, 2006**. The Note states that Borrower owes Lender **Seventy-Seven Thousand Four Hundred** Dollars (U.S. \$77,400.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **May 01, 2036**.

(F) **"Property"** means the property that is described below under the heading "Transfer of Rights in the Property."

(G) **"Loan"** means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) **"Riders"** means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

☒ Adjustable Rate Rider

(I) **"Applicable Law"** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) **"Community Association Dues, Fees, and Assessments"** means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) **"Electronic Funds Transfer"** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) **"Escrow Items"** means those items that are described in Section 3.

*BR*

(M) **"Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) **"Mortgage Insurance"** means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) **"Periodic Payment"** means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) **"RESPA"** means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) **"Successor in Interest of Borrower"** means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS the following described property located in the County of **Franklin**:

**See Exhibit "A" attached hereto and made a part hereof for all purposes**

which currently has the address of **2878 WHITLOW ROAD, COLUMBUS, OH 43232-** ("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the Property. Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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 warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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

**1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

BB

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees, and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA.

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Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

**5. Property 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 any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the

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Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

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. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's

interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

**(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.**

**(b) Any such agreements will not affect the rights Borrower has – if any – with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage**

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**Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.**

**11. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. 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 Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs

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this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan 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 the permitted limits, then: (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 (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

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

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent,

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Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

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 given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes 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; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor

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allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. 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 (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) 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, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, 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. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, 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 non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, 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. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, costs of title evidence.

**23. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall discharge this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

**24. Certain Other Advances.** In addition to any other sum secured hereby, this Security Instrument shall also secure the unpaid principal balance of, plus accrued interest on, any amount of money loaned, advanced or paid by Lender to or for the account and benefit of Borrower, after this Security Instrument is delivered to and filed with the Recorder's Office, Franklin County, Ohio, for recording. Lender may make such advances in order to pay any real estate taxes and assessments, insurance premiums plus all other costs and expenses incurred in connection with the operation, protection or preservation of the Property, including to cure Borrower's defaults by making any such payments which Borrower should have paid as provided in this Security Instrument, it being intended by this Section 24 to acknowledge, affirm and comply with the provision of § 5301.233 of the Revised Code of Ohio.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

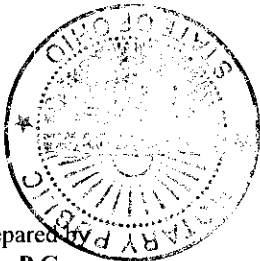
Brandon A. Bias (Seal)  
BRANDON A. BIAS -Borrower

State of Ohio Franklin County

Executed before me on 24 day of April 2006, by **BRANDON A. BIAS**, *unmarried*  
who under penalty of perjury in violation of Section 2921.11 of the Revised Code, represented to me to be said person.

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

JEFFREY B. ULSH  
Notary Public, State of Ohio  
My Commission Expires  
December 11, 2008



[Signature] Notary Public  
Name and title

My commission expires:

This instrument was prepared by  
**Robertson & Anschutz, P.C.**  
10333 Richmond Avenue, Suite 550  
Houston, TX 77042

**ADJUSTABLE RATE RIDER**  
**(LIBOR Six-Month Index (As Published In *The Wall Street Journal*)—Rate Caps)**

THIS ADJUSTABLE RATE RIDER is made this **Twenty-Fourth** day of **April, 2006**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to **GMFS, LLC** ("Lender") of the same date and covering the property described in the Security Instrument and located at:

**2878 WHITLOW ROAD**  
**COLUMBUS, OH 43232-**

[Property Address]

**THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY.**

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

The Note provides for an initial interest rate of **9.985%**. The Note provides for changes in the interest rate and the monthly payments, as follows:

**4. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

**(A) Change Dates**

The interest rate I will pay may change on the **First** day of **May, 2008**, and on that day every **Sixth** month thereafter. Each date on which my interest rate could change is called a "Change Date."

**(B) The Index**

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding **Six and 777/1000** percentage points ( **6.777%** ) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

**(D) Limits on Interest Rate Changes**

The interest rate I am required to pay at the first Change Date will not be greater than **12.985%** or less than **9.985%**. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than **One** percentage points ( **1.000%** ) from the rate of interest I have been paying for the preceding **6** months. My interest rate will never be greater than **15.985%**, or less than **9.985%**.



Loan No.: 2000016688

**(E) Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

**(F) Notice of Changes**

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

**B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER**

Uniform Covenant 18 of the Security Instrument is amended to read as follows:

**Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises the option to require immediate payment in full, 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 given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

32

Loan No.: 2000016688

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

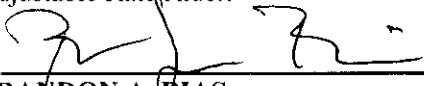
  
\_\_\_\_\_  
BRANDON A. BIAS (Seal)  
-Borrower

Exhibit "A"

File Number: B359

BEING LOT NUMBER ONE HUNDRED TWENTY (120) OF CHATTERTON GARDENS, AS THE SAME IS NUMBERED AND DELINEATED UPON THE RECORDED PLAT THEREOF OF RECORD IN PLAT BOOK 45, PAGE 103, RECORDER'S OFFICE, FRANKLIN COUNTY, OHIO.

PRIOR DEED REFERENCE: 200207300186091  
Commonly known as: 2878 WHITLOW ROAD, COLUMBUS, Ohio 43232

Parcel ID #:

201507060090002  
Pgs: 2 \$36.00 T20150046957  
07/06/2015 12:05PM MEPLAW OFFICE  
Terry J. Brown  
Franklin County Recorder

Recording Requested By: GRAPHUS REAL ESTATE, LLC  
When Recorded Return To: , GRAPHUS REAL ESTATE, LLC 5752 OBERLIN DRIVE, STE.  
111 ATTN: KIM GALE, SAN DIEGO, CA 92121

Record 1st

\*7441428596\*

**\*CORRECTIVE CORPORATE ASSIGNMENT OF MORTGAGE**

Franklin, Ohio

**SELLER'S SERVICING #:7441428596 "BIAS"**

**MERS #: 1002480-0000202200-2 SIS #: 1-888-679-6377**

Date of Assignment: July 9th, 2014

Assignor: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS DESIGNATED  
NOMINEE FOR GMFS , LLC, BENEFICIARY OF THE SECURITY INSTRUMENT ITS  
SUCCESSORS AND/OR ASSIGNS at POBOX 2026 FLINT MI 48501, 1901 E VOORHEES ST. STE  
C, DANVILLE, IL 61834

Assignee: GRAPHUS REAL ESTATE LLC, A DELAWARE LIMITED LIABILITY COMPANY at  
7040 AVENIDA ENCINAS, SUITE 104#134, CARLSBAD, CA 92118

Executed By: BRANDON A. BIAS, A SINGLE MAN To: MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS INC. AS NOMINEE FOR GMFS , LLC

Date of Mortgage: 04/24/2006 Recorded: 05/16/2006 as Instrument No.: 200605160093854 In the  
County of Franklin, State of Ohio.

Property Address: 2878 WHITLOW ROAD, COLUMBUS, OH 43232

KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt and  
sufficiency of which is hereby acknowledged, the said Assignor hereby assigns unto the above-  
named Assignee, the said Mortgage having an original principal sum of \$77,400.00 with interest,  
secured thereby, with all moneys now owing or that may hereafter become due or owing in respect  
thereof, and the full benefit of all the powers and of all the covenants and provisos therein contained,  
and the said Assignor hereby grants and conveys unto the said Assignee, the Assignor's interest  
under the Mortgage.

TO HAVE AND TO HOLD the said Mortgage, and the said property unto the said Assignee  
forever, subject to the terms contained in said Mortgage.

IN WITNESS WHEREOF, the undersigned, by the officer duly authorized, has duly executed  
the foregoing instrument.

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS DESIGNATED NOMINEE FOR  
GMFS , LLC, BENEFICIARY OF THE SECURITY INSTRUMENT ITS SUCCESSORS AND/OR  
ASSIGNS

On 7.9.14

By: Mary A. Miller  
Mary A. Miller, Assistant Secretary

\*This assignment is being re-recorded to correct the mortgage recording date, recorded 04/12/13  
instrument# 201304120061076

\*RM\*RM1GMAC\*07/09/2014 08:02:51 AM\* GMAC01GMACA000000000000003794163\*  
OHFRANK\* OHSTATE\_MORT\_ASSIGN\_ASSN \*AM\*AM1GMAC\*

CORPORATE ASSIGNMENT OF MORTGAGE Page 2 of 2

STATE OF Iowa  
COUNTY OF Black Hawk

On 7-9-2014, before me, RACHEL MOORE a Notary Public in and for Black Hawk in the State of Iowa, personally appeared MARY A. MILLER, Assistant Secretary, personally known to me (or 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, and that by his/her/their signature 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,

  
RACHEL MOORE

Notary Expires: 09/23/2016 #764817



(This area for notarial seal)

Prepared By: Annette (mary) Miller, OCWEN LOAN SERVICING, LLC 3451 HAMMOND AVENUE,  
PO BOX 780, WATERLOO, IA 50704-0780 1-800-766-4622

201304120061076  
Pgs: 2 \$32.00 T20130032131  
04/12/2013 2:34PM MEPFINANCIAL  
Terry J. Brown  
Franklin County Recorder

Recording Requested By: GMAC MORTGAGE, LLC  
When Recorded Return To: , ,

**CORPORATE ASSIGNMENT OF MORTGAGE**

Franklin, Ohio  
**SELLER'S SERVICING #: 7441428596 "BIAS"**

**MERS #: 1002480-0000202200-2 SIS #: 1-888-679-6377**

Date of Assignment: October 2nd, 2012  
Assignor: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), SOLELY AS  
NOMINEE FOR GMFS LLC, ITS SUCCESSORS AND/OR ASSIGNS at PO BOX 2026 FLINT MI  
4850, 1901 E VOORHEES ST, DANVILLE, IL 61834  
Assignee: GRAPHUS REAL ESTATE LLC, A DELAWARE LIMITED LIABILITY COMPANY at 7040  
AVENIDA ENCINAS, SUITE 104#134, CARLSBAD, CA 92118

Executed By: BRANDON A. BIAS, A SINGLE MAN To: MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS INC. AS NOMINEE FOR GMFS, LLC  
Date of Mortgage: 04/24/2006 Recorded: 05/15/2006 as Instrument No.: 200605160093854 In the  
County of Franklin, State of Ohio.

Property Address: 2878 WHITLOW ROAD, COLUMBUS, OH 43232

KNOW ALL MEN BY THESE PRESENTS that in consideration of the sum of TEN and NO/100ths  
DOLLARS and other good and valuable consideration, paid to the above named Assignor, the receipt  
and sufficiency of which is hereby acknowledged, the said Assignor hereby assigns unto the  
above-named Assignee, the said Mortgage having an original principal sum of \$77,400.00 with  
interest, secured thereby, with all moneys now owing or that may hereafter become due or owing in  
respect thereof, and the full benefit of all the powers and of all the covenants and provisos therein  
contained, and the said Assignor hereby grants and conveys unto the said Assignee, the Assignor's  
beneficial interest under the Mortgage.

TO HAVE AND TO HOLD the said Mortgage, and the said property unto the said Assignee forever,  
subject to the terms contained in said Mortgage.

IN WITNESS WHEREOF, the undersigned, by the officer duly authorized, has duly executed the  
foregoing instrument.

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), SOLELY AS NOMINEE  
FOR GMFS LLC ITS SUCCESSORS AND/OR ASSIGNS  
On 10/02/12

By: [Signature]  
Michelle Treloar, Assistant Secretary

When Recorded Mail To:  
Financial Dimensions, Inc.  
1400 Lebanon Church Road  
Pittsburgh, PA 15236

834543

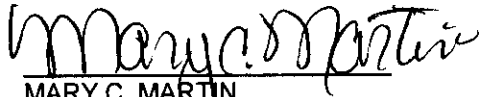
\*RM\*RM1GMAC\*10/02/2012 11:12:05 AM\* GMAC01GMACA000000000000003794163\* OHFRANK\*  
7441428596 OHSTATE\_MORT\_ASSIGN\_ASSN \*\*RM1GMAC\*

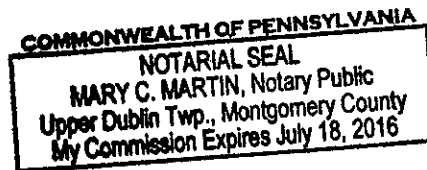
CORPORATE ASSIGNMENT OF MORTGAGE Page 2 of 2

STATE OF Pennsylvania  
COUNTY OF Montgomery

On 10/2/12, before me, the subscriber appeared Michelle Treloar, who acknowledged him/herself to be Michelle Treloar, Assistant Secretary, and that he/she, as such Assistant Secretary, being authorized to do so, executed the foregoing instrument for the purposes therein considered.

WITNESS my hand and official seal,

  
MARY C. MARTIN  
Notary Expires: 07/18/2016



(This area for notarial seal)

Prepared By: Robert Moreno, GMAC MORTGAGE, LLC 1100 Virginia Drive, Ft. Washington, PA 19034  
1-800-766-4622



201507060090003

Pgs: 2 \$32.00 T20150046957  
07/06/2015 12:06PM MEPLAW OFFICE  
Terry J. Brown  
Franklin County Recorder

Loan # 7441428596

Record 2nd

## ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the Undersigned, hereby assign and transfer to Granite Community Recovery Fund Trust, its successors and assigns at 18201 Von Karman Avenue, Suite 450, Irvine, CA 92612, all its right, title and interest in and to a certain MORTGAGE executed by BRANDON A. BIAS, A SINGLE MAN, and bearing the date of 4/24/2006, and recorded as INSTRUMENT # 200605160093854, in the FRANKLIN COUNTY RECORDER, State of OH, describing land therein as:

### LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"

COMMONLY KNOWN AS: 2878 WHITLOW ROAD, COLUMBUS, OH 43232  
PARCEL ID: 010-16149700

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 DEED OF TRUST. The original principal amount due under this note(s) is \$77400.00

Dated: 07/10/14

Graphus Real Estate, LLC



By: BRIAN WHITE  
Its: MANAGER

STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO

On 7/24, 2014, before me, K. GALE, a notary public, personally appeared - BRIAN WHITE, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



PREPARED BY: KIMBERLY GALE, COAST ANGELS LLC, 5752 Oberlin Drive, Ste. 111, San Diego, CA, 92121

## Exhibit A

Being Lot Number One Hundred Twenty (120) of Chatterton Gardens, as the same is numbered and delineated upon the recorded plat thereof of record in Plat Book 45, Page 103, recorder's office, Franklin County, Ohio.

Prior Deed Reference: 200207300186091



201507060090004  
Pgs: 2 \$52.00 T20150046957  
07/06/2015 12:07PM MEPLAW OFFICE  
Terry J. Brown  
Franklin County Recorder

Record & Return To and Prepared By:  
Bill Nguyen  
Granite Loan Solutions  
18201 Von Karman Ave, Suite 450  
Irvine, CA 92612

Ref#: 1431055

[Space Above This Line For Recording Data]

Record 3rd

### ASSIGNMENT OF OPEN-END MORTGAGE

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, the undersigned, **Granite Community Recovery Fund Trust**, whose address is 18201 Von Karman Avenue, Suite 450, Irvine, CA 92612, herein ("Assignor") its successors and assigns, hereby assign, and transfer to **Granite Community Recovery Fund, LLC**, whose address is 18201 Von Karman Avenue, Suite 450, Irvine, CA 92612, herein ("Assignee") its successors and assigns, all its right, title and interest in and to a certain Mortgage recorded in the County of **FRANKLIN** State of **OHIO**, referenced below:

Original Mortgagor(s): **BRANDON A. BIAS**

Original Mortgagee: **Mortgage Electronic Registration Systems, Inc. ("MERS") as nominee for GMFS, LLC.**

Date of Mortgage: **4/24/2006** Recorded on: **5/16/2006** in Book: **NA** Page: **NA**

Instrument/Document: **200605160093854**

Original Mortgage Debt: **\$77,496.00**

Commonly Known as: **2878 WHITLOW ROAD, COLUMBUS, OH 43232**

Parcel Number: **010-161497**

Legal description:

Being Lot Number One Hundred Twenty (120) of Chatterton Gardens, as the same is numbered and delineated upon the recorded plat thereof of record in Plat Book 45, Page 103, recorder's office, Franklin County, Ohio.

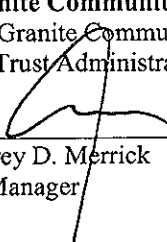
Prior Deed Reference: **200207300186091**

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.

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.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed and delivered, effective 05/12/2015.

**Granite Community Recovery Fund Trust**  
By: Granite Community Recovery Fund, LLC  
Its: Trust Administrator

  
\_\_\_\_\_  
Jeffrey D. Merrick  
Its Manager

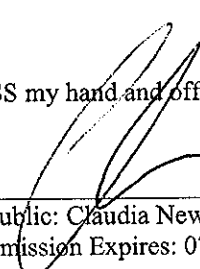
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

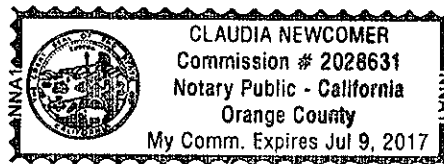
STATE OF CALIFORNIA            )  
COUNTY OF ORANGE         ) SS.

On May 12, 2015 before me, Claudia Newcomer, Notary Public, personally appeared, Jeffrey D. Merrick, 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 and 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.

I certify that under penalty of perjury under laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

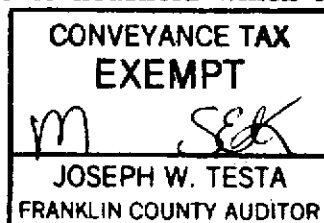
  
\_\_\_\_\_  
Notary Public: Claudia Newcomer  
My Commission Expires: 07/09/2017



**RESTRICTIVE COVENANT**

In consideration for the making of a grant by the City of Columbus, and pursuant to the participation by Brandon A. Bias and Carolyn R. Mullins, the undersigned property owner(s), participant(s) in the City of Columbus Downpayment Assistance Program through which the undersigned will receive a grant of five percent (5%) of the purchase price of the property, as described in Exhibit A and attached hereto, up to a maximum grant of Three Thousand Five Hundred Dollars (\$3,500.00), and subject to confirmation of the undersigned's status as first-time home buyer, whose yearly earnings are at or below eighty percent (80%) of the median adjusted income for household size, do enter into this Restrictive Covenant. This covenant is executed by the undersigned in order to comply with the requirements of the Affordable Housing Fund Guidelines; based upon the receipt by the undersigned of monies made available by the City pursuant to said authorization. The funds disbursed, in the amount of \$3,380.00 by the City to the undersigned are subject to recapture by the City under the terms contained herein for any breach of the terms of this covenant. The undersigned, their heirs, successors, and assigns hereby covenant, promise, and agree that they shall cause the following restrictions to encumber and to run with the real property described in attached Exhibit A, and they do affirmatively agree to cause this Restrictive Covenant to be filed with their title deed in the County Recorder's Office so as to cause this Restrictive Covenant to appear in the chain of title for the real property described in Exhibit A:

1. The undersigned must remain in the unit for five (5) years from the date of the execution of this document as the resident and titled owner of the property.
2. The undersigned to this agreement agree that they may not rent the premises described herein to any person, corporation, partnership, or any other entity. The undersigned also agree that no other similar estate shall be granted to any other person, nor shall they alienate in any manner, not described herein, their interest in the property described in the attached Exhibit A, except that they may avoid recapture of the funds granted in reference herein, by selling the property after giving notice to the City of Columbus Department of Trade and Development of their intent to do so, to another low/moderate income family/household which meets the definition included herein for participation in the City of Columbus Downpayment Assistance Program, or is otherwise eligible to participate in a City low/moderate income household which meets the definition included herein for



TRANSFERRED  
NOT NECESSARY  
JUN 16 1998  
JOSEPH W. TESTA  
AUDITOR  
FRANKLIN COUNTY, OHIO

*CEM* *BS*

participation in the City of Columbus Downpayment Program as shall be determined by the City.

Under no circumstances, however, shall any interest of the undersigned in the subject property be conveyed or encumbered without the written approval of the City of Columbus.

3. The undersigned agree that upon any breach by them of any of the terms of this covenant that the City of Columbus shall be entitled to recapture the funds extended to the undersigned by their participation in the City of Columbus Downpayment Assistance Program and that if for any reason recapture of the funds is not possible, the City of Columbus shall have the absolute right to sell the subject property and convey all legal and equitable right, title, and interest therein to another low/moderate income family/household as defined, and to remit any funds in excess of the amount subject to recapture to the undersigned. The undersigned shall have an affirmative duty and obligation under the terms of this Restrictive Covenant to repay to the City of Columbus the total amount of \$3,380.00 granted to the undersigned by virtue of their participation in the program. Any such recapture resulting from any breach by the undersigned of the terms and condition of this covenant shall be made to the City of Columbus Trade and Development by the undersigned in the form of a check made payable to the City of Columbus-Treasurer for the full amount granted to the undersigned, plus interest at the rate of three percent (3%) per annum from the date of the execution of this covenant.
4. The restrictive covenants contained herein shall terminate immediately upon acquisition of title to the real described in Exhibit A by the holder of a first mortgage on such real property, either by foreclosure or the acceptance of a deed in lieu of foreclosure, provided such acquisition is not made solely for the purpose of avoiding such restrictions.

"Downpayment Assistance Program", as used in this Restrictive Covenant, refers to the program for assistance of low/moderate income families/households. The City of Columbus grants five percent (5%) of the purchase price of a home to a maximum of Three Thousand Five Hundred Dollars (\$3,500.00), to assist home buyers.

"Low/moderate income families/household", as used herein, shall be defined as any family/household earning at or below eighty percent (80%) of the median income adjusted for family/household size, and have not been in home ownership for one year (the past 12 months), otherwise eligible for participation in the City of Columbus Downpayment Assistance Program.

CRM/BB

**EXHIBIT "A"**

**Situated in the State of Ohio, County of Franklin, and in the City of Columbus:**

**BEING LOT NUMBER ONE HUNDRED TWENTY (120) OF CHATTERTON GARDENS,  
AS THE SAME IS NUMBERED AND DELINEATED UPON THE RECORDED PLAT  
THEREOF, OF RECORD IN PLAT BOOK 45, PAGE 103, RECORDER'S OFFICE,  
FRANKLIN COUNTY, OHIO.**

**PARCEL NO. 010-161497**

**Address: 2878 WHITLOW ROAD - COLUMBUS, OHIO 43232**

*CRM/BR*

"Recapture", as used herein, shall be defined as the repayment of any funds granted to the undersigned under the Downpayment Assistance Program, plus interest at the rate of three percent (3%) per annum from the date this covenant is executed.

The undersigned's failure to comply with any of the terms of this Restrictive Covenant concerning the conveyance, encumbrance, or alienation of any interest in the property described in the attached Exhibit A, and the failure to maintain the affordability standards as mandated by this Agreement, shall cause the immediate recapture of the total amount of the Downpayment Assistance Program grant with interest, as per the terms of this agreement.

WITNESSETH his hand this 15<sup>th</sup> day of JUNE, 1998.

Brandon A. Bias

Brandon A. Bias

SIGNED IN THE PRESENCE OF:

Carolyn R. Mullins

Carolyn R. Mullins

John J. Luebbe  
John J. LUEBBE  
Shari A. Temple

SWORN TO BEFORE ME and subscribed in my presence this 15<sup>th</sup> day of

JUNE, 1998.

Shari A. Temple

Notary Public, State of Ohio

My Commission Expires \_\_\_\_\_



SHARI A. TEMPLE  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES  
FEBRUARY 19, 2002

**AFFIDAVIT ON FACTS RELATING TO TITLE**  
**Ohio Revised Code 5301.252(B)(3)**

STATE OF OHIO  
COUNTY OF FRANKLIN, SS:

I, Mark Barbash, being first duly sworn and cautioned, say:

1. That I am the Director of the Department of Development, City of Columbus, Ohio; and,
2. That pursuant to the authority of Columbus City Council Ordinance No. 2719-97 passed on the 17th day of November, 1997, I have the authority to execute this affidavit on behalf of the City of Columbus, Ohio; and,
3. That **Brandon A. Bias and Carolyn R. Mullins** did execute and agree to a Restrictive Covenant running with the following described real property pursuant to an instrument titled "Restrictive Covenant" dated **June 15, 1998**, of record as Office Record **Instrument No. 199806160149197**, Recorder's Office, Franklin County, Ohio.

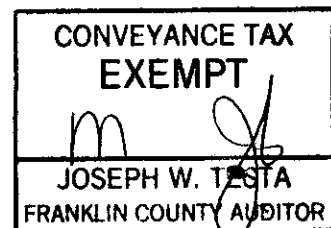
Situated in the State of Ohio, County of Franklin, and in the City of Columbus:

**Being Lot Number One Hundred Twenty (120) of CHATTERTON GARDENS, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 45, Page 103, Recorder's Office, Franklin County, Ohio.**

**Franklin County Tax Parcel Number: 010-161497**  
**Prior Instrument Reference: Instrument No. 19980610149197**  
**Recorder's Office, Franklin County, Ohio.**  
**Commonly known as: 2878 Whitlow Road - Columbus, Ohio 43232**

4. That the purpose of this Affidavit On Facts Relating to Title is to release the foregoing described real property from the restrictive covenant contained in the above-referenced instrument of record in consideration of the fact the **five-year time limit has expired.**

TRANSFER  
NOT NECESSARY  
  
DEC 5 2003  
  
JOSEPH W. TESTA  
AUDITOR  
FRANKLIN COUNTY, OHIO



FURTHER AFFIANT SAITH NAUGHT

**CITY OF COLUMBUS, OHIO**  
a municipal corporation

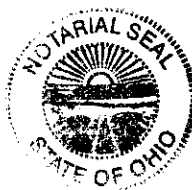
Mark Barbash  
Mark Barbash, Director  
Department of Development  
by  
Linda  
Donnelly

STATE OF OHIO  
COUNTY OF FRANKLIN, SS:

BE IT REMEMBERED, that on this 13<sup>th</sup> day of November, 2003, the foregoing affidavit was acknowledged before me by Linda Donnelly on behalf of Mark Barbash, Director, Department of Development, City of Columbus, Ohio.

Jean C. Cocroft  
Notary Public

This instrument prepared by:  
CITY OF COLUMBUS DEPARTMENT OF LAW  
By: Richard A. Pieplow 2-4-02  
Real Estate Attorney  
Real Estate Division  
For: Department of Development, Housing Division  
Re: Release of Restrictive Covenants



JEAN C. COCROFT  
Notary Public, State of Ohio  
My Commission Expires

June 17, 2004

**ParcelID: 010-161497-00**  
**BIAS BRANDON A**

**Map-Rt: 010-N122P -023-00**  
**2878 WHITLOW RD**

**Owner**

Owner BIAS BRANDON A

Owner Address

Legal Description 2878 WHITLOW RD  
 CHATTERTON GARDENS  
 LOT 120

Acres 0

Tax Bill Mailing BRANDON A BIAS  
 2878 WHITLOW RD  
 COLUMBUS OH 43232-5420

**2014 Tax Status**

Property Class R - Residential  
 Land Use 510 - ONE-FAMILY DWLG ON PLATTED LOT  
 Tax District 010 - CITY OF COLUMBUS  
 School District 2503 - COLUMBUS CSD  
 City/Township  
 Appraisal Neighborhood 07500  
 CAUV Property No  
 Owner Occ. Credit No  
 Homestead Credit No  
 Board of Revision No  
 Zip Code 43232

**2014 Current Market Value**

	Land	Improvements	Total
Base	14,500	58,100	72,600
TIF			
Exempt			
Total	14,500	58,100	72,600
CAUV	0		

**2014 Taxable Value**

	Land	Improvements	Total
Base	5,080	20,340	25,420
TIF			
Exempt			
Total	5,080	20,340	25,420

**2014 Taxes**

Net Annual Tax	Taxes Paid	CDQ
1,576.12	.00	2012

**Dwelling Data**

Yr Built	Ab Gr Sq Ft	Rooms	Bedrooms	Full Baths	Half Baths
1973	1,288	7	4	1	1

#### Site Data

Frontage	Depth	Acres	Historic District
70	120	.1928	

#### Land Characteristics

Lot Type	Act Front	Eff Front	Eff Depth	Acres
F1-FRONT FOOT	70.0	70.0	120.0	.19

#### Site Characteristics

Property Status Developed  
 Neighborhood 07500  
 Elevation Street Level  
 Terrain Flat  
 Street / Road Paved  
 Traffic Normal

Irregular Shape No  
 Excess Frontage No  
 Alley No  
 Sidewalk Yes  
 Corner Lot No  
 Wooded Lot No  
 Waterfront No  
 View No

#### Residential Building

Card Number 1  
 Use Code 510 - ONE-FAM DWLG ON PLATTED LOT  
 Style CONVENTIONAL  
 Exterior Wall Type 1-WD/ALUM/VINYL  
 Year Built 1973  
 Year Remodeled 2000  
 Effective Year 1973  
 Finished Area Above Grade 1288  
 Finished Area Below Grade 0  
 Number of Stories 2.0  
 Condition AVERAGE  
 Attic NO ATTIC  
 Heating / AC HEAT/AIR CON  
 Fixtures 7  
 Woodburning Fireplace Stacks: 0 Openings: 0  
 Garage Spaces 1

#### Rooms

Total Rooms 7  
 Bedrooms 4  
 Family Rooms  
 Full Baths 1  
 Half Baths 1

Basement  
Unfinished Area Sq Ft  
Recreation Room Sq Ft

## FULL CRAWL

## Finished Area (Sq Ft)

Level 1	616
Level 2	672
Attic	0
Finished Above Grade	1288
Finished Below Grade	0
Finished Area	1288

## Improvements

C#	Code	Type	YrBlt	EffYr	Cond	Size	Area
1	O99	MISC	2014		AVERAGE		

## Sales Summary

Date	Grantee	Convey No	Inst Type	# of Parcels	Sale Price
JUL-30-2002	BIAS BRANDON A	17708	QC	1	\$33,800
JUN-16-1998	BIAS BRANDON A &	12752	SU	1	\$67,600
DEC-10-1992		910207-F		1	\$0

## Transfer History

[Historical Parcel Sheets](#)

## Tax Status

Property Class	R - Residential
Land Use	510 - RESIDENTIAL
Tax District	010 - CITY OF COLUMBUS
Net Annual Tax	1,576.12
Taxes Paid	0.00
CDQ Year	2012

## Current Year Tax Rates

Full Rate	100.51
Reduction Factor	.314573
Effective Rate	68.892352
Non Business Rate	.1
Owner Occ. Rate	.025

## 2014 Taxable Value

	Land	Improvements	Total
Base	5,080	20,340	25,420
TIF			
Exempt			
Total	5,080	20,340	25,420

## Tax Year Detail

	Annual	Adjustment	Payment	Total
Original Tax	2,554.96	0.00		
Reduction	-803.72	0.00		
Adjusted Tax	1,751.24	0.00		
Non-Business Credit	-175.12	0.00		
Owner Occupancy Credit	0.00	0.00		
Homestead Credit	0.00	0.00		
Net Annual	1,576.12	0.00	0.00	1,576.12
Prior	6,123.19	0.00	0.00	6,123.19
Penalty	0.00	244.30	0.00	244.30
Interest	76.54	108.50	0.00	185.04
SA	3,106.24	221.19	0.00	3,327.43
Total	10,882.09	573.99	0.00	11,456.08
1st Half	9,487.38	0.00	0.00	9,487.38
2nd Half	1,394.71	139.47	0.00	1,534.18
Future	0.00	0.00	0.00	0.00

**Special Assessment (SA) Detail**

	Annual	Adjustment	Payment	Total
19-213 RENTAL REGISTRATION (RR)				
SA Charge	50.00	0.00	0.00	50.00
SA Prior	187.05	0.00	0.00	187.05
SA Penalty	0.00	7.75	0.00	7.75
SA Interest	2.34	3.31	0.00	5.65
SA Total	239.39	11.06	0.00	250.45
SA Future	0.00	0.00	0.00	0.00
SA Pending	0.00	0.00	0.00	0.00
Payoff				250.45
---				
32-338 (010) SEWER RENTAL(20338)				
SA Charge	149.02	0.00	0.00	149.02
SA Prior	1,370.67	0.00	0.00	1,370.67
SA Penalty	0.00	23.10	0.00	23.10
SA Interest	17.13	24.29	0.00	41.42
SA Total	1,536.82	47.39	0.00	1,584.21
SA Future	0.00	0.00	0.00	0.00
SA Pending	0.00	0.00	0.00	151.43
Payoff				1,735.64
---				
39-113 (010) WEED/WASTE REMOVAL (90113)				
SA Charge	1,014.28	0.00	0.00	1,014.28
SA Prior	311.85	0.00	0.00	311.85
SA Penalty	0.00	157.21	0.00	157.21
SA Interest	3.90	5.53	0.00	9.43
SA Total	1,330.03	162.74	0.00	1,492.77
SA Future	0.00	0.00	0.00	0.00
SA Pending	0.00	0.00	0.00	479.78
Payoff				1,972.55
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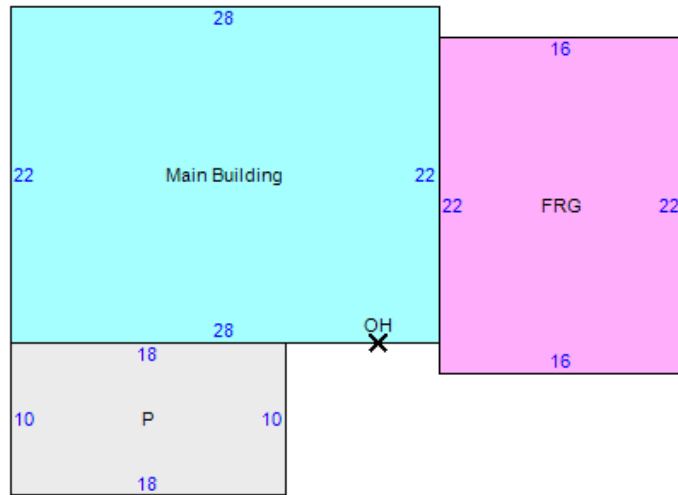
**Tax Distribution**


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Property Class	R - Residential
Land Use	510 - ONE-FAMILY DWLG ON PLATTED LOT
Tax District	010 - CITY OF COLUMBUS
School District	2503 - COLUMBUS CSD
Township	
Vocational School	
City/Village	COLUMBUS CITY
Library	COL.&FRANKLIN COUNTY PUB LIB D
Other	

**Current Year Distribution****County**

General Fund	33.63
Children's Services	110.82
Alcohol, Drug & Mental Health Ser	50.19
MRDD	159.68
Metro Parks	17.11
Columbus Zoo	15.91
Senior Options	29.65
School District	1023.23
School District (TIF)	0
Township	0
Park District	0
Vocational School	0
City/Village	71.84
City/Village (TIF)	0
Library	64.06



Item	Area
Main Building	616
FRG - 15:FRAME GARAGE	352
P - 40:CONCRETE PATIO	180
OH - 19:FRAME OVERHANG	56



**Edward Leonard**  
Franklin County Treasurer  
373 South High Street, 17th Floor  
Columbus, OH 43215-6306

<http://treasurer.franklincountyohio.gov>

**Franklin County, Ohio**  
**Real Estate Taxes for 1st Half 2014**  
**Due Date 1/30/2015**

Office Hours: 8:00 am - 5:00 pm  
Monday through Friday  
Phone: 614-525-3438

**Important Information**

\*\*\* Return bottom portion of bill for every parcel being paid.  
\*\*\*To avoid penalties and interest, payments must be  
postmarked on or before January 30, 2015  
\*\*\* Pay online at [treasurer.franklincountyohio.gov](http://treasurer.franklincountyohio.gov)  
\*\*\*Pay at any Heartland Bank. Checks only. NO CASH. Visit  
[www.heartland.com](http://www.heartland.com) for locations

BRANDON A BIAS  
2878 WHITLOW RD  
COLUMBUS, OH 43232-5420



12/31/2014

Parcel Number	Owner Name/Legal Description	Assessed Value (35% of Market)	Tax Rate
<b>010-161497-00</b>	BIAS BRANDON A 010-N122P -023 2878 WHITLOW RD CHATTERTON GARDENS LOT 120	LAND 5080 BUILDING 20340 TOTAL 25420	100.510000
Tax District Name			<b>Reduction Factor</b>
CITY OF COLUMBUS			0.314572
			<b>Effective Tax Rate</b>
			<b>68.892352</b>

Tax Distribution			
ADMH	50.19	Library	64.06
Children Services	110.82	Parks	17.11
City	71.84	Schools	1,023.23
County General Fund	33.63	Senior Options	29.65
FCBDD	159.68	Zoo	15.91

Other Information			
<b>Special Assessments:</b>	<b>Half Year</b>	<b>Full Year</b>	
32-338 (010) SEWER RENTAL(20338)	1,462.31	1,536.82	
19-213 RENTAL REGISTRATION (RR)	214.39	239.39	
39-113 (010) WEED/WASTE REMOVAL (90113)	822.89	1,330.03	

Tax Calculation	
Gross Real Estate Taxes for 2014	2,554.96
Tax Reduction	(803.72)
Subtotal-Adjusted Tax	1,751.24
Non-Business Credit (10%)	(175.12)
Owner Occupancy Credit	0.00
Homestead	0.00
Net Annual Real Estate Tax for 2014	1,576.12
Half Current Taxes	788.06
Unpaid Current Tax	0.00
Omitted Tax	0.00
Delinquent Taxes	6,123.19
Penalty	0.00
Interest	76.54
Special Assessments(s)	2,499.59
<b>Payments</b>	<b>0.00</b>
<b>Net Half Year Taxes Due</b>	<b>9,487.38</b>
<b>Net Full Year Taxes Due</b>	<b>10,882.09</b>

Penalty applies if paid after 1/30/2015

Retain this portion for your records  
Detach here and return with your payment



**Edward Leonard**  
Franklin County Treasurer  
373 South High Street, 17th Floor  
Columbus, OH 43215-6306

<http://treasurer.franklincountyohio.gov>

BIAS BRANDON A

Check here if a change  
of address is indicated  
on back of form



**Real Estate Taxes for 1st Half 2014**  
**Due Date 1/30/2015**

Parcel No. 010-161497-00 Stub No. 2379391

**Pay Either: \$9,487.38 \$10,882.09**

CDQ 2012 Please make your check payable to  
**Edward Leonard, Franklin County Treasurer**

**Amount Paid \$**

Please remit payment to: Franklin County Treasurer,  
373 S HIGH ST, 17th FLOOR, COLUMBUS, OH 43215-6306

101614970001023793910009487380010882095

12/31/2014

EDWARD LEONARD  
FRANKLIN COUNTY TREASURER  
373 S HIGH ST, 17th FLOOR  
COLUMBUS, OH 43215-6306



## Section 323.131 Ohio Revised Code

**(1) NOTICE:** If the taxes are not paid within one year from the date they are due, the property is subject to foreclosure for tax delinquency.

**(2) NOTICE:** If the taxes charged against this parcel have been reduced by the Owner Occupancy Credit for residences occupied by the owner but the property is not a residence occupied by the owner, the owner must notify the county auditor's office not later than March 31st of the year following the year for which the taxes are due. Failure to do so may result in the owner being convicted of a fourth degree misdemeanor, which is punishable by imprisonment up to 30 days, a fine up to \$250, or both, and in the owner having to repay the amount by which the taxes were erroneously or illegally reduced, plus any interest that may apply. If the taxes charged against this parcel have not been reduced by the Owner Occupancy Credit and the parcel includes a residence occupied by the owner, the parcel may qualify for the tax reduction. To obtain an application for the tax reduction or further information, the owner may contact the county auditor's office at 373 South High Street, 21st Floor, Columbus, Ohio 43215, or by phone at 614-525-4663.

**(3) NOTICE:** If the real property for which this bill is issued is used as residential rental property and an owner's current contact information has not been filed with the county auditor, the required information must be filed with the auditor within sixty days of receipt of this bill. Failure to file for information or to update incorrect information in a timely manner may result in the assessment of a penalty of up to \$150 following each tax bill for which information is not filed. See Ohio Revised Code sections 5323.01, 5323.02 and 5323.99 or

**Interest** Interest is charged against delinquent real estate taxes twice each year as follows:

1. On the first day of the month following the close of the 2nd half collection, interest is charged against all prior year delinquent taxes. Current taxes billed during the present calendar year are excluded from this interest calculation.
2. On December 1st of each year, interest is charged against all delinquent taxes unpaid as of December 1st.

**Penalty:** Penalty: A late payment penalty of 5% is assessed against the current taxes when full payment is made within 10 days after the tax collection due date, 10% thereafter. (A private meter postmark on the envelope is not a valid postmark for establishing the payment

### Other Information

**HomeStead Exemption:** As of January 1, 2014, qualifying for the Homestead Exemption requires proof of household income of less than \$30,000 or permanent disability. Call the county auditor's office at 614-525-3240

**Pay Taxes Online:** <http://treasurer.franklincountyohio.gov>

We offer the ability to pay your taxes by electronic check with no additional service charges. If you pay by credit card, you will be assessed a 2.35% convenience fee by the credit card processor.

**Active Service Extension Act:** may provide eligible active duty military personnel to take more time to pay their real estate taxes without penalty or interest. For information on this program, contact the treasurer's office

Real Estate Information .....	614-525-3438
Homestead Exemption .....	614-525-3240
Property Valuation .....	614-525-4663
Special Assessments.....	614-525-3205

If you enclose with your payment a stamped, self-addressed envelope with sufficient postage, the Treasurer will return a receipt for the tax payment. Otherwise, your cancelled check is your receipt.

Ohio Revised Code section 323.13 requires that any mailing address change for property tax bills be made in writing to the county treasurer. If you wish to change the mailing address of your tax bill, please complete the form below and return it with your payment, in

**Address Change: (Please print using blue or black ink.)**

Mailing Addressee: \_\_\_\_\_

New Mailing Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**Edward Leonard**  
Franklin County Treasurer  
373 South High Street, 17th Floor  
Columbus, OH 43215-6306

<http://treasurer.franklincountyohio.gov>

**Franklin County, Ohio**  
**Real Estate Taxes for 2nd Half 2014**  
**Due Date 6/22/2015**

Office Hours: 8:00 am - 5:00 pm  
Monday through Friday  
Phone: 614-525-3438

**Important Information**

\*\*\* Return bottom portion of bill for every parcel being paid.  
\*\*\*To avoid penalties and interest, payments must be postmarked on or before June 22, 2015.  
\*\*\* Pay online at [treasurer.franklincountyohio.gov](http://treasurer.franklincountyohio.gov)  
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BRANDON A BIAS  
2878 WHITLOW RD  
COLUMBUS, OH 43232-5420



5/12/2015

Parcel Number	Owner Name/Legal Description	Assessed Value (35% of Market)	Tax Rate
<b>010-161497-00</b>	BIAS BRANDON A 010-N122P -023 2878 WHITLOW RD CHATTERTON GARDENS LOT 120	LAND 5080 BUILDING 20340 TOTAL 25420	100.510000
Tax District Name			<b>Reduction Factor</b>
CITY OF COLUMBUS			0.314573
			<b>Effective Tax Rate</b>
			<b>68.892352</b>

Tax Distribution			
ADMH	50.19	Library	64.06
Children Services	110.82	Parks	17.11
City	71.84	Schools	1,023.23
County General Fund	33.63	Senior Options	29.65
FCBDD	159.68	Zoo	15.91

Tax Calculation	
Gross Real Estate Taxes for 2014	2,554.96
Tax Reduction	(803.72)
Subtotal-Adjusted Tax	1,751.24
Non-Business Credit (10%)	(175.12)
Owner Occupancy Credit	0.00
Homestead	0.00
Net Annual Real Estate Tax for 2014	1,576.12
Full Year Current Taxes	1,576.12
Unpaid Current Tax	0.00
Omitted Tax	0.00
Delinquent Taxes	6,123.19
Penalty	78.81
Interest	76.54
Special Assessments(s)	3,166.90
<b>Payments</b>	<b>0.00</b>
<b>Amount Due</b>	<b>11,021.56</b>

Other Information	
<b>Special Assessments:</b>	<b>Full Year</b>
32-338 (010) SEWER RENTAL(20338)	1,544.27
39-113 (010) WEED/WASTE REMOVAL (90113)	1,380.74
19-213 RENTAL REGISTRATION (RR)	241.89

Penalty applies if paid after 6/22/2015

Retain this portion for your records  
Detach here and return with your payment



**Edward Leonard**  
Franklin County Treasurer  
373 South High Street, 17th Floor  
Columbus, OH 43215-6306

<http://treasurer.franklincountyohio.gov>

BIAS BRANDON A

Check here if a change of address is indicated on back of form



**Real Estate Taxes for 2nd Half 2014**  
**Due Date 6/22/2015**

Parcel No. 010-161497-00

Stub No. 2379391

**Amount Due: \$11,021.56**

CDQ 2012 Please make your check payable to  
**Edward Leonard, Franklin County Treasurer**

**Amount Paid \$**

Please remit payment in the pre-addressed enclosed envelope.

EDWARD LEONARD  
FRANKLIN COUNTY TREASURER  
373 S HIGH ST, 17th FLOOR  
COLUMBUS, OH 43215-6306



101614970001023793910011021560011021562

5/12/2015

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Homestead Exemption .....	614-525-3240
Property Valuation .....	614-525-4663
Special Assessments.....	614-525-3205

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**Address Change: (Please print using blue or black ink.)**

Mailing Addressee: \_\_\_\_\_

New Mailing Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_