

TITLE REPORT

C/R/S	Fairfield 00070 .000
PARCEL	042WL
PID	96808

42 YEAR REPORT ABBREVIATED REPORT

Project Site Address: 13920 Taylor Road NW
Reynoldsburg, OH 43068

INSTRUCTION:

(1) R.C. 163.01 (E) defines "owner" as "any individual, partnership, association, or corporation having any estate, title, or interest in any real property sought to be appropriated." ODOT expands this definition to include, but is not limited to, all fee owners, life tenants, remaindermen, mortgagees, tenants and subtenants (whether or not a lease is recorded), occupants, possessors, lienholders, easement owners, judgment creditors, etc.

(2) ODOT procedures require that pertinent attachments be part of the Title Report/Title Chain in compliance with Section 5102.04 (E) of its Real Estate Procedures Manual.

(1) **FEE OR OTHER PRIMARY OWNERS**

Name & Address	Marital Status (Spouse's Name)	Interest
Ignacio Carreon Alvarez and Rosario Martinez Gonzalez 13920 Taylor Road NW Reynoldsburg, OH 43068	Husband and Wife	100%

(2) **BRIEF DESCRIPTION OF SUBJECT PREMISES**

(From deed to present owner or other instruments containing a valid description. Give deeds of record, include the size of each parcel)

Current Deed: 202500003344

Situated in the State of Ohio, County of Fairfield, Township of Violet, part of the NW corner of the west one-half of Section 21, Township 16, Range 20, metes and bounds and containing 5.291 acres, excepting therefrom 1.25 acres

(3-A) **MORTGAGES, LIENS AND ENCUMBRANCES**

Name & Address	Date Filed	Amount & Type of Lien
202500005921 Ignacio Carreon Alvarez and Rosario Martinez Gonzalez Lender: NEXA Mortgage 3100 W Ray Road, Ste. 201, Office 209; Chandler, AZ 85226	04/18/2025	\$100,000 Open End Mortgage
202400003057 C & M Investments Ohio LLC, an Ohio limited liability company Lender: Wildcat Lending Fund Two, LP, a Texas limited partnership 4800 Dexter Drive; Plano, TX 75093	03/01/2024	\$299,000 Open End Mortgage, Assignment of Rents and Security Agreement

(3-B) **LEASES**

Name & Address	Commercial/Residential	Term
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(3-C) **EASEMENTS**

Name & Address	Type
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(4) **DEFECTS IN TITLE-IRREGULARITIES-COMMENTS** (Record or Off Record)

*Property is subject to an easement for ingress and egress to the premises in the rear originally purchased by H.D. Young.

(5) **TAXES AND SPECIAL ASSESSMENTS** (List by auditor's tax parcel number, description, amount, etc.)

County: FAIRFIELD Township: VIOLET School District: _____

AUD. PAR. NO(S)	In Take?	Land 100%	Building 100%	Total	Taxes (Yearly)	Current?
036-00789.00	Yes	\$123,820.00	\$110,340.00	\$234,160.00	\$6,506.48	Yes
Totals:		\$123,820.00	\$110,340.00	\$234,160.00	\$6,506.48	

Special Assessments APN	Amount	Comment
Totals:	\$0.00	

Total Taxes and Special Assessments
\$6,506.48

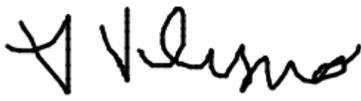
(6) **CAUV (Current Agricultural Use Value)**

Is the property under the CAUV Program: Yes: No:
Comments:

SIGNATURE

This Title Report covers the time period from **05/21/1952** to **04/21/2025**. The undersigned hereby verifies that this Title Report is an abstract of the real estate records for that period of time, which reflects all currently relevant instruments and proceedings of record and those of record matters personally known by the undersigned pertaining to Parcel(s) **042 WL** and presently standing in the name of **Ignacio Carreon Alvarez and Rosario Martinez Gonzalez** as the same are entered upon the several public records of **FAIRFIELD**.

Date & Time **04/21/2025 07:59 AM**

Signed 
Print Name _____ **Abby Vilyus**

AUDITOR'S PARCEL NUMBER(S) 036-00789.00

CRS Fairfield 00070 .000

PARCEL 042

PID 96808

Grantor	Grantee	Date Signed	Date & Time Recorded	Volume/Page	Conveyance Fee	Type Instrument
Brief Land Description & Remarks						
C & M Investments Ohio LLC, an Ohio limited liability company By: Ignacio Carreon Alvarez, Member	Ignacio Carreon Alvarez and Rosario Martinez Gonzalez	3/4/2005	03/05/2025 9:25 AM	202500003344	Exempt	Survivorship Deed
Fee Simple, Full Interest Situated in the State of Ohio, County of Fairfield, Township of Violet, part of the NW corner of the west one-half of Section 21, Township 16, Range 20, metes and bounds and containing 5.291 acres, excepting therefrom 1.25 acres						
Luche Investment LLC, an Ohio limited liability company By: Nneka Ozoude, Sole Member	C & M Investments Ohio LLC, an Ohio limited liability company	2/28/2024	03/01/2024 2:35 PM	202400003056	\$960	Warranty Deed
Fee Simple, Full Interest Situated in the State of Ohio, County of Fairfield, Township of Violet, part of the NW corner of the west one-half of Section 21, Township 16, Range 20, metes and bounds and containing 5.291 acres, excepting therefrom 1.25 acres						
Birch Homes LLC, an Ohio limited liability company By: Jared Kulmala	Luche Investment LLC, an Ohio limited liability company	9/15/2023	09/18/2023 12:45 PM	202300014550	\$700	Warranty Deed
Fee Simple, Full Interest Situated in the State of Ohio, County of Fairfield, Township of Violet, part of the NW corner of the west one-half of Section 21, Township 16, Range 20, metes and bounds and containing 5.291 acres, excepting therefrom 1.25 acres						
Stephen Scott Foster, unmarried, Frederick Lewis Foster, unmarried, Dawn Lynn Lee, married, and Christina Lee	Birch Homes LLC, an Ohio limited liability company	9/15/2022	10/04/2022 8:24 AM	202200020121	\$460	Warranty Deed
Fee Simple, Full Interest Situated in the State of Ohio, County of Fairfield, Township of Violet, part of the NW corner of the west one-half of Section 21, Township 16, Range 20, metes and bounds and containing 5.291 acres, excepting therefrom 1.25 acres						

AUDITOR'S PARCEL NUMBER(S) 036-00789.00

CRS Fairfield 00070 .000

PARCEL 042

PID 96808

<p>Davis nka Christina Lee Kielmeyer, married</p> <p>John Steven Lee and Dean Kielmeyer signed to release their dower interest</p>						
<p>Mary Alice Foster, deceased</p> <p>By Carl J. Meyer</p>	<p>Stephen Scott Foster, Frederick Lewis Foster, Dawn Lynn Lee and Christina Lee Davis</p>	<p>5/22/2018</p>	<p>06/06/2018 11:04 AM</p>	<p>OR 1766, Pg. 4200</p>	<p>Exempt</p>	<p>Affidavit of Confirmation</p>
		<p>Fee Simple, Full Interest</p> <p>Situated in the State of Ohio, County of Fairfield, Township of Violet, part of the NW corner of the west one-half of Section 21, Township 16, Range 20, metes and bounds and containing 5.291 acres, excepting therefrom 1.25 acres</p>				
<p>Mary Alice Foster, widowed and not remarried</p>	<p>Stephen Scott Foster, Frederick Lewis Foster, Dawn Lynn Lee and Christina Lee Davis</p>	<p>2/23/2013</p>	<p>05/01/2013 1:35 PM</p>	<p>OR 1631, Pg. 2197</p>	<p>Exempt</p>	<p>Transfer on Death Designation Affidavit</p>
		<p>Fee Simple, Full Interest</p> <p>Situated in the State of Ohio, County of Fairfield, Township of Violet, part of the NW corner of the west one-half of Section 21, Township 16, Range 20, metes and bounds and containing 5.291 acres, excepting therefrom 1.25 acres</p>				
<p>Harold D. Foster, deceased</p>	<p>Mary Alice Foster</p>	<p>2/23/2013</p>	<p>04/30/2013 1:35 PM</p>	<p>OR 1631, Pg. 2192</p>	<p>Exempt</p>	<p>Affidavit of Survivorship</p>
		<p>Undivided 1/2 Interest</p> <p>Situated in the State of Ohio, County of Fairfield, Township of Violet, part of the NW corner of the west one-half of Section 21, Township 16, Range 20, metes and bounds and containing 5.291 acres, excepting therefrom 1.25 acres</p>				
<p>Mabel Erwin and Herbert S. Erwin,</p>	<p>Harold D. Foster and Mary Alice</p>	<p>5/21/1952</p>	<p>05/26/1952 2:41 PM</p>	<p>Vol. 246, Pg. 148</p>	<p>\$18.15 rev stamps</p>	<p>Warranty Deed</p>

RE 46-1
REV. 10/2007

OHIO DEPARTMENT OF TRANSPORTATION
TITLE CHAIN

AUDITOR'S PARCEL NUMBER(S) 036-00789.00

CRS Fairfield 00070 .000

PARCEL 042

PID 96808

wife and husband	Foster	Fee Simple, Full Interest Situated in the State of Ohio, County of Fairfield, Township of Violet, part of the NW corner of the west one-half of Section 21, Township 16, Range 20, metes and bounds and containing 5.291 acres
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REAL ESTATE CONVEYANCE
FEE \$0.00
EXEMPT # M

Carli J. Brown

County Auditor, Fairfield County, Ohio

TRANSFERRED

Mar 05 2025

Carli J. Brown LK

County Auditor, Fairfield County, Ohio

202500003344

FILED FOR RECORD IN
FAIRFIELD COUNTY, OH
LISA MCKENZIE, COUNTY RECORDER
03/05/2025 09:25 AM
DEED 50.00

**GENERAL WARRANTY DEED
WITH JOINT RIGHT OF SURVIVORSHIP**

C&M Investments Ohio LLC, a limited liability company formed under the laws of the State of Ohio, for valuable consideration paid, grants with general warranty covenants, to Ignacio Carreón Álvarez and Rosario Martinez Gonzalez, for their joint lives remainder to the survivor of them, whose tax mailing address is 13920 Taylor Road SW, Reynoldsburg, OH 43068 the following real property:

See Exhibit "A"

Property Address: 13920 Taylor Road SW, Reynoldsburg, OH 43068
Permanent Parcel: 036-00789-00
Prior Instrument Reference: Deed filed for record and recorded as Instrument Number 202400003056

The warranties of this Deed are subject to any mortgages assumed by Buyer, such restrictions, conditions, easements and encroachments as do not materially adversely affect the use or value of the property, zoning ordinances and taxes and assessments, both general and special, not yet due and payable.

Executed this 4 day of March, 2025.



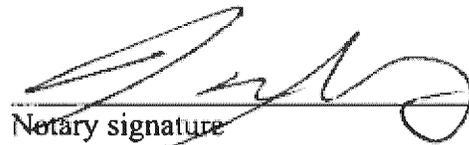
Ignacio Carreón Álvarez
Member
C&M Investments Ohio LLC

STATE OF OHIO }

COUNTY OF Fairfield }

On March 4th, 2025 before me Jonathan Long, personally appeared **Ignacio Carreón Álvarez** and 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 they executed the same in their authorized capacity.

Witness my hand and official seal


Notary signature

My commission expires: 12/09/2029



JONATHAN A. LONG
Notary Public, State of Ohio
My Commission Expires
12/09/2029

THIS INSTRUMENT WAS PREPARED BY:
Matthew A. Schwartz, Esq
(614) 829-5796

AFTER RECORDING RETURN TO:
Access Title Agency
6530 W. Campus Oval, Suite 210
New Albany, Ohio 43054

Exhibit "A"

Situated in the State of Ohio, County of Fairfield and in the Township of Violet:

Being out of the Northwest corner of the west one-half of Section 21, Township 16, Range 20, and bounded and described as follows:

Beginning at a point in the center line of County Road and at the northwest corner of the west one-half of said Section;

thence along the Licking-Fairfield County line, south 85 degrees 15 minutes east (passing an iron pipe at 19 feet) 549 feet to an iron pipe; thence south 4 degrees 58 minutes west 420 feet to an iron pipe;

thence north 85 degrees 15 minutes west (passing an iron pipe at 533.45 feet) 549 feet to a railroad spike in the center line of the County Road; thence along the center line of said road and the west line of Section 21, north 4 degrees 58 minutes east 420 feet to the place of beginning, containing 5.291 acres, more or less.

Subject to right of way for an easement of Ingress and Egress across said property to the premises in rear originally purchased by H.D. Young.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

Beginning at a point in the owner's southwest property corner, the center line of Taylor Road and the west line of Section 21, said point being 153.78 feet left of Station 112+24.23 in the centerline of a survey made in 1964 by the Ohio Department of Highways of Interstate Route 70, Sections 0.00/0.00 in Fairfield/Licking counties;

thence, easterly passing through the existing easterly right of way line of Taylor Road, to a point 140 feet left of Station 114+00.00;

thence, northeasterly to a point 146.00 feet left of Point of Curvature Station 115+56.51;

thence, northeasterly to a point in the owners' easterly property line, said point being 150.00 feet left of the radially from Station 118+20.50;

thence, southerly with the owners' easterly property line, passing through said centerline of survey at Station 117+56.00, to a point in owners' southeasterly property corner, said point being 47.00 feet right of and radially from Station 117+35.00;

thence, westerly with the owners' southerly property line, passing through said centerline of survey at Station 116+23.00, to a point 25.00 feet left of Point of Curvature Station 115+56.51;

thence, westerly with the owners' southerly property line, passing through the existing easterly right of way line of Taylor Road to the point of beginning of this parcel, containing 1.25 acres, more or less.

Together with all rights or easements of access to or from said limited access highway, from or to the land of said persons abutting upon that portion of said limited access highway, between the following points:

From a point 153.78 feet left of the centerline of Station 112+24.23 to a point 150 feet left of centerline Station 118+20.50 as shown by the plans of said improvement herein referred to. Said stations being the Station numbers as stipulated in the hereinbefore mentioned survey.

DESCRIPTION REVIEWED AND APPROVED
FOR TRANSFER ONLY FAIRFIELD COUNTY
AUDITOR/ENGINEER TAX MAPS
BY CMF DATE 03/05/2025
0360078900

TRANSFERRED

Mar 01 2024

Carly L. Brown JH

County Auditor, Fairfield County, Ohio

202400003056

FILED FOR RECORD IN
FAIRFIELD COUNTY, OH
LISA MCKENZIE, COUNTY RECORDER
03/01/2024 02:35 PM
DEED 50.00

REAL ESTATE CONVEYANCE

FEE \$960.00

EXEMPT #

Carly L. Brown

County Auditor, Fairfield County, Ohio

File No.: 2024-02-397

GENERAL WARRANTY DEED

Luche Investment LLC, an Ohio limited liability company (“Grantor”), for valuable consideration paid, hereby grants with general warranty covenants to **C & M Investments Ohio LLC**, an Ohio limited liability company, whose tax mailing address is 1380 Devonhurst Drive, Columbus, OH 43232, all of Grantor’s interest in the following real property:

See the legal description, attached hereto as Exhibit A, incorporated herein and made a part hereof.

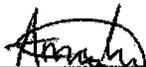
Parcel Number: 0360078900
Property Address: 13920 Taylor Road NW, Reynoldsburg, OH 43068
Prior Instrument Reference: Instrument No. 202300014550,
Recorder's Office, Fairfield County, Ohio.

The foregoing conveyance is made subject to: (i) real property taxes and assessments, whether general or special, which are a lien but not yet due and payable; (ii) easements, covenants, conditions, restrictions, reservations and other matters of record; (iii) all coal, oil, gas, and other mineral rights and interests previously transferred or reserved of record; (iv) legal highways and public rights-of-way; and (v) zoning and building laws and regulations.

IN WITNESS WHEREOF, Grantor has executed this deed on this 29 day of February, 2024.

GRANTOR:

LUCHE INVESTMENT LLC,
an Ohio limited liability company

By: 
Print Name: NNEKA OZOUDE -
Title: Sole member

STATE OF OHIO,
COUNTY OF Franklin, SS:

The foregoing instrument was acknowledged before me on this 29 day of February, 2024, by NNEKA OZOUDE, the sole member of Luche Investment LLC, an Ohio limited liability company, on behalf of such company. This is an acknowledgement certificate; no oath or affirmation was administered to the signer(s).


Notary Public



KEVIN MAHAN
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires Oct. 24, 2026

This instrument was prepared by: Brian E. Linhart, Attorney at Law, Brian E. Linhart Co., Ltd.,
6275 Commonwealth Drive, Westerville, Ohio 43082

EXHIBIT "A"

Situated in the State of Ohio, County of Fairfield and in the Township of Violet:

Being out of the Northwest corner of the west one-half of Section 21, Township 16, Range 20, and bounded and described as follows:

Beginning at a point in the center line of County Road and at the northwest corner of the west one-half of said Section;

thence along the Licking-Fairfield County line, south 85 degrees 15 minutes east (passing an iron pipe at 19 feet) 549 feet to an iron pipe; thence south 4 degrees 58 minutes west 420 feet to an iron pipe;

thence north 85 degrees 15 minutes west (passing an iron pipe at 533.45 feet) 549 feet to a railroad spike in the center line of the County Road; thence along the center line of said road and the west line of Section 21, north 4 degrees 58 minutes east 420 feet to the place of beginning, containing 5.291 acres, more or less.

Subject to right of way for an easement of Ingress and Egress across said property to the premises in rear originally purchased by H.D. Young.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

Beginning at a point in the owner's southwest property corner, the center line of Taylor Road and the west line of Section 21, said point being 153.78 feet left of Station 112+24.23 in the centerline of a survey made in 1964 by the Ohio Department of Highways of Interstate Route 70, Sections 0.00/0.00 in Fairfield/Licking counties;

thence, easterly passing through the existing easterly right of way line of Taylor Road, to a point 140 feet left of Station 114+00.00;

thence, northeasterly to a point 146.00 feet left of Point of Curvature Station 115+56.51;

thence, northeasterly to a point in the owners' easterly property line, said point being 150.00 feet left of the radially from Station 118+20.50;

thence, southerly with the owners' easterly property line, passing through said centerline of survey at Station 117+56.00, to a point in owners' southeasterly property corner, said point being 47.00 feet right of and radially from Station 117+35.00;

thence, westerly with the owners' southerly property line, passing through said centerline of survey at Station 116+23.00, to a point 25.00 feet left of Point of Curvature Station 115+56.51;

thence, westerly with the owners' southerly property line, passing through the existing easterly right of way line of Taylor Road to the point of beginning of this parcel, containing 1.25 acres, more or less.

Together with all rights or easements of access to or from said limited access highway, from or to the land of said persons abutting upon that portion of said limited access highway, between the following points:

From a point 153.78 feet left of the centerline of Station 112+ 24.23 to a point 150 feet left of centerline Station 118+ 20.50 as shown by the plans of said improvement herein referred to.

Said stations being the Station numbers as stipulated in the hereinbefore mentioned survey.

DESCRIPTION REVIEWED AND APPROVED
FOR TRANSFER ONLY FAIRFIELD COUNTY
AUDITOR/ENGINEER TAX MAPS
BY CMF DATE 03/01/2024
0360078900

REAL ESTATE CONVEYANCE

FEE \$700.00

EXEMPT #

Carly L. Brown

County Auditor, Fairfield County, Ohio

TRANSFERRED

Sep 18 2023

Carly L. Brown JW

County Auditor, Fairfield County, Ohio

202300014550

FILED FOR RECORD IN
FAIRFIELD COUNTY, OH
LISA MCKENZIE, COUNTY RECORDER

09/18/2023 12:45 PM

DEED 50.00

GENERAL WARRANTY DEED

Birch Homes LLC, an Ohio limited liability company, hereinafter Grantor, of Fairfield County, Ohio, for valuable consideration paid, does hereby grant to Luche Investment LLC, an Ohio limited liability company, the Grantee, whose tax mailing address will be 11570 Orchid Hill Drive, Plain City, OH 43064, the following real property:

See Exhibit A

Prior Instrument Reference: 202200020121

TO HAVE AND TO HOLD the above premises, with the appurtenances thereunto belonging, unto the said Grantee, and its separate heirs and assigns forever.

SAID Grantor, for himself and his heirs, executors and administrators hereby covenant with the said Grantee, its heirs and assigns, that said Grantor is the true and lawful owner of said premises, and is well seized of the same in fee simple. and has good right and full power to bargain, sell and convey the same in the manner aforesaid, and that the same is free and clear from all encumbrances, except zoning ordinances, easements, reservations, conditions and restrictions of record, if any, and real estate taxes and assessments, general and special, which are a lien at the time of transfer, but which are not then due and payable, and further, that said Grantor will warrant and defend the same against all claims whatsoever except as provided herein.

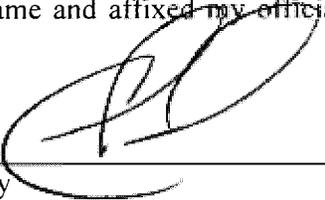
Wherefore the undersigned has set their hand to this document on this 15 day of September 2023.

By: 
Birch Homes LLC

STATE OF OHIO

COUNTY OF _____:

On this 15 day of September 2023, before me, a Notary Public in and for said state, personally came, Jared Kulmala on behalf of Birch Homes LLC who acknowledged the signing hereof to be their voluntary act and deed in testimony thereof, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.


Notary

This instrument was prepared by:
Splain Law LLC
Zachary Splain (0097044)
6059 Frantz Road, Suite 201
Dublin, Ohio 43017
(614) 467-0105



CHRIS J WILSON
Notary Public, State of Ohio
My Commission Expires
8/7/2024

Exhibit A

Legal Description

Situated in the State of Ohio, County of Fairfield and in the Township of Violet:

Being out of the North West corner of the west one-half of Section 21, Township 16, Range 20, and bounded and described as follows:

Beginning at a point in the center line of County Road and at the northwest corner of the west one-half of said Section; thence along the Licking-Fairfield County line, south 85 degrees 15 minutes east (passing an iron pipe at 19 feet) 549 feet to an iron pipe; thence south 4 degrees 58 minutes west 420 feet to an iron pipe; thence north 85 degrees 15 minutes west (passing an iron pipe at 533.45 feet) 549 feet to a railroad spike in the center line of the County Road; thence along the center line of said road and the west line of Section 21, north 4 degrees 58 minutes east 420 feet to the place of beginning, containing 5.291 acres, more or less.

Subject to right of way for an easement of Ingress and Egress across said property to the premises in rear originally purchased by H.D. Young.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

Beginning at a point in the owner's southwest property corner, the center line of Taylor Road and the west line of Section 21, said point being 153.78 feet left of Station 112+24.23 in the centerline of a survey made in 1964 by the Ohio Department of Highways of Interstate Route 70, Sections 0.00/0.00 in Fairfield/Licking counties; thence, easterly passing through the existing easterly right of way line of Taylor Road, to a point 140 feet left of Station 114+00.00; thence, northeasterly to a point 146.00 feet left of Point of Curvature Station 115+56.51; thence, northeasterly to a point in the owners' easterly property line, said point being 150.00 feet left of the radially from Station 118+20.50; thence, southerly with the owners' easterly property line, passing through said centerline of survey at Station 117+56.00, to a point in owners' southeasterly property corner, said point being 47.00 feet right of and radially from Station 117+35.00; thence, westerly with the owners' southerly property line, passing through said centerline of survey at Station 116+23.00, to a point 25.00 feet left of Point of Curvature Station 115+56.51; thence, westerly with the owners' southerly property line, passing through the existing easterly right of way line of Taylor Road to the point of beginning of this parcel, containing 1.25 acres, more or less.

Together with all rights or easements of access to or from said limited access highway, from or to the land of said persons abutting upon that portion of said limited access highway, between the following points:

From a point 153.78 feet left of the centerline of Station 112+24.23 to a point 150 feet left of centerline Station 118+20.50 as shown by the plans of said improvement herein referred to. Said stations being the Station numbers as stipulated in the hereinbefore mentioned survey.

Owners' claim title by instrument recorded in Deed Record Volume 246, Page 148 of records of Fairfield County, Ohio.

Property Address: 13920 Taylor Road NW Reynoldsburg, OH 43068

Parcel Number: 036-00789.00

Prior Instrument Reference: 202200020121

DESCRIPTION REVIEWED AND APPROVED
FOR TRANSFER ONLY FAIRFIELD COUNTY
AUDITOR/ENGINEER TAX MAPS
BY RC DATE 09/18/2023
0360078900

REAL ESTATE CONVEYANCE

FEE \$460.00

EXEMPT #

Carly L. Brown

County Auditor, Fairfield County, Ohio

202200020121

FILED FOR RECORD IN
FAIRFIELD COUNTY, OH

LISA MCKENZIE, COUNTY RECORDER

10/04/2022 08:24 AM

DEED

74.00

TRANSFERRED

Oct 03 2022

Carly L. Brown LK

County Auditor, Fairfield County, Ohio

GENERAL WARRANTY DEED

Stephen Scott Foster, UNMARRIED, Frederick Lewis Foster, UNMARRIED, Dawn Lynn Lee, MARRIED, and Christina Lee Davis n/k/a/ Christina Lee Kielmeyer, MARRIED, hereinafter Grantor, of Fairfield County, Ohio, for valuable consideration paid, does hereby grant to Birch Homes LLC, an Ohio limited liability company, the Grantee, whose tax mailing address will be 114 Paludit Court, Pataskala, OH 43062, the following real property:

See Exhibit A

Prior Instrument No.: OR 1766, page 4200 and OR 1631, page 2197

TO HAVE AND TO HOLD the above premises, with the appurtenances thereunto belonging, unto the said Grantee, and its separate heirs and assigns forever.

SAID Grantor, for himself and his heirs, executors and administrators hereby covenant with the said Grantee, its heirs and assigns, that said Grantor is the true and lawful owner of said premises, and is well seized of the same in fee simple. and has good right and full power to bargain, sell and convey the same in the manner aforesaid, and that the same is free and clear from all encumbrances, except zoning ordinances, easements, reservations, conditions and restrictions of record, if any, and real estate taxes and assessments, general and special, which are a lien at the time of transfer, but which are not then due and payable, and further, that said Grantor will warrant and defend the same against all claims whatsoever except as provided herein.

Wherefore the undersigned has set their hand to this document on this 15 day of September 2022.

Stephen Scott Foster
Stephen Scott Foster

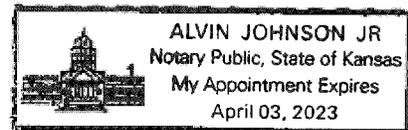
STATE OF KANSAS

COUNTY OF Franklin:

On this 15 day of September 2022, before me, a Notary Public in and for said state, personally came Stephen Scott Foster who acknowledged the signing hereof to be their voluntary act and deed in testimony thereof, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Alvin Johnson Jr
Notary Public
Alvin Johnson Jr Notary Public

This instrument was prepared by:
Splain Law LLC
Zachary Splain (0097044)
6059 Frantz Road, Suite 201
Dublin, Ohio 43017
(614) 467-0105



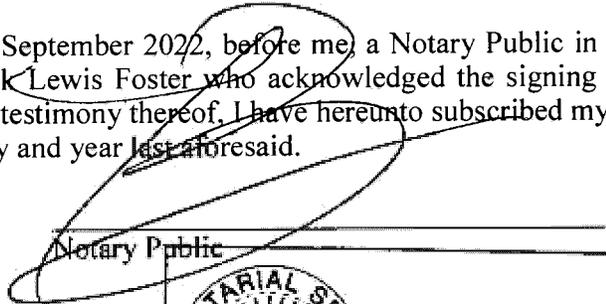
Wherefore the undersigned has set their hand to this document on this 15 day of September 2022.


Frederick Lewis Foster

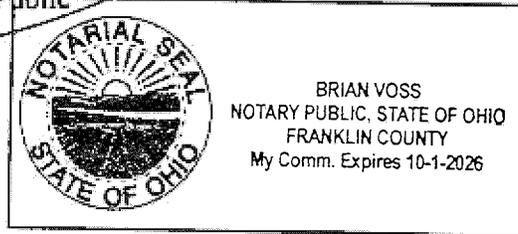
STATE OF OHIO

COUNTY OF FRANKLIN

On this ____ day of September 2022, before me, a Notary Public in and for said state, personally came Frederick Lewis Foster who acknowledged the signing hereof to be their voluntary act and deed in testimony thereof, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.


Notary Public

This instrument was prepared by:
Splain Law LLC
Zachary Splain (0097044)
6059 Frantz Road, Suite 201
Dublin, Ohio 43017
(614) 467-0105

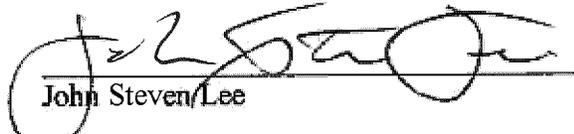


Wherefore the undersigned has set their hand to this document on this 14 day of September 2022.


Dawn Lynn Lee

John Steven Lee, spouse of Dawn Lynn Lee, releases all rights of dower herein.

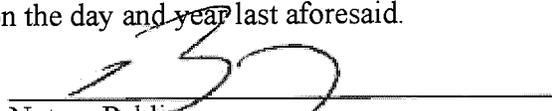
Wherefore the undersigned has set their hand to this document on this 14 day of September 2022.


John Steven Lee

STATE OF MAINE

COUNTY OF Sagadahoc :

On this 14th day of September 2022, before me, a Notary Public in and for said state, personally came Dawn Lynn Lee and John Steven Lee who acknowledged the signing hereof to be their voluntary act and deed in testimony thereof, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.


Notary Public

This instrument was prepared by:
Splain Law LLC
Zachary Splain (0097044)
6059 Frantz Road, Suite 201
Dublin, Ohio 43017
(614) 467-0105

BENJAMIN CHIPMAN
Notary Public, Maine
My Commission Expires January 22, 2025

Wherefore the undersigned has set their hand to this document on this 14th day of September 2022.

Christina Lee Davis n/k/a/Christina Lee Kielmeyer

Christina Lee Davis n/k/a/ Christina Lee Kielmeyer

Dean Kielmeyer, spouse of Christina Lee Davis n/k/a/ Christina Lee Kielmeyer, releases all rights of dower herein.

Wherefore the undersigned has set their hand to this document on this 14th day of September 2022.

Dean Kielmeyer
Dean Kielmeyer

STATE OF OHIO

COUNTY OF FRANKLIN :

On this 14th day of September 2022, before me, a Notary Public in and for said state, personally came Christina Lee Davis n/k/a/ Christina Lee Kielmeyer and Dean Kielmeyer who acknowledged the signing hereof to be their voluntary act and deed in testimony thereof, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

David R. Hostetter
Notary Public

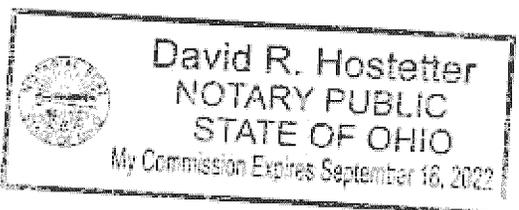


Exhibit A

Legal Description

Situated in the State of Ohio, County of Fairfield and in the Township of Violet:

Being out of the North West corner of the west one-half of Section 21, Township 16; Range 20, and bounded and described as follows;

Beginning at a point in the center line of County Road and at the northwest corner of the west one-half of said Section; thence along the Licking-Fairfield County line, south 85 degrees 15 minutes east (passing an iron pipe at 19 feet) 549 feet to an iron pipe; thence south 4 degrees 58 minutes west 420 feet to an iron pipe; thence north 85 degrees 15 minutes west (passing an iron pipe at 533.45 feet) 549 feet to a railroad spike in the center line of the County Road; thence along the center line of said road and the west line of Section 21, north 4 degrees 58 minutes east 420 feet to the place of beginning, containing 5.291 acres, more or less.

Subject to right of way for an easement of Ingress and Egress across said property to the premises in rear originally purchased by H.D. Young.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL;

Beginning at a point in the owner's southwest property corner, the center line of

Taylor Road and the west line of Section 21, said point being 153.78 feet left of Station 112+24.23 in the centerline of a survey made in 1964 by the Ohio Department of Highways of Interstate Route 70, Sections 0.00/0.00 in Fairfield/Licking counties; thence, easterly passing through the existing easterly right of way line of Taylor Road, to a point 140 feet left of Station 114+00.00; thence, northeasterly to a point 146.00 feet left of Point of Curvature Station 115+56.51; thence, northeasterly to a point in the owners' easterly property line, said point being 150.00 feet left of the radially from Station 118+20.50; thence, southerly with the owners' easterly property line, passing through said centerline of survey at Station 117+56.00, to a point in owners' southeasterly property corner, said point being 47.00 feet right of and radially from Station 117+35.00; thence, westerly with the owners' southerly property line, passing through said centerline of survey at Station 116+23.00, to a point 25.00 feet left of Point of Curvature Station 115+56.51; thence, westerly with the owners' southerly property line, passing through the existing easterly right of way line of Taylor Road to the point of beginning of this parcel, containing 1.25 acres, more or less.

Together with all rights or easements of access to or from said limited access highway, from or to the land of said persons abutting upon that portion of said limited access highway, between the following points:

From a point 153.78 feet left of the centerline of Station 112+24.23 to a point 150 feet left of centerline Station 118+20.50 as shown by the plans of said improvement herein referred to. Said stations being the Station numbers as stipulated in the hereinbefore mentioned survey.

Owners' claim title by instrument recorded in Deed Record Volume 246, Page 148 of records of Fairfield County, Ohio.

Property Address: 13920 Taylor Road NW Reynoldsburg, OH 43068

Parcel Number: 036-00789.00

Prior Instrument No.: OR 1766, page 4200 and OR 1631, page 2197

DESCRIPTION REVIEWED AND APPROVED
FOR TRANSFER ONLY FAIRFIELD COUNTY
AUDITOR/ENGINEER TAX MAPS
BY SK DATE 10/03/2022
0360078900

TRANSFERRED

JUN 06 2018

REAL ESTATE CONVEYANCE

FEE \$.....

EXFMPT #.....

20180009711
Filed for Record in
FAIRFIELD COUNTY, OH
GENE WOOD, COUNTY RECORDER
06-06-2018 At 11:04 am.
AFFID DEED 40.00
OR Book 1766 Page 4200 - 4202

Jim A. Shultz, Jr.
County Auditor, Fairfield County, Ohio

Jim A. Shultz, Jr.
County Auditor, Fairfield County, Ohio

**AFFIDAVIT OF CONFIRMATION
FOR TRANSFER TO BEFENICIARIES**

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

CARL J. MEYER, being first duly cautioned and sworn, says that I am the attorney for the heirs of MARY ALICE FOSTER who died a resident of Fairfield County, Ohio on the 25th day of September, 2015, as evidenced by the death certificate attached hereto.

That the Transfer on Death Affidavit dated February 23, 2013 and recorded on May 1, 2013, at Official Record Volume 1631, page 2197, of the Deed Records of Fairfield County, Ohio states that upon the death of MARY ALICE FOSTER the real estate hereinafter described was to go to her beneficiaries STEPHEN SCOTT FOSTER, FREDERICK LEWIS FOSTER, DAWN LYNN LEE and CHRISTINA LEE DAVIS, The legal description of said real estate is as follows:

Situated in the State of Ohio, County of Fairfield and in the Township of Violet:

See "EXHIBIT A" attached hereto and incorporated herein for the legal description.

Prior Transfer: Official Record Volume 1631, page 2192.
Parcel No. 0360078900
Address: 13920 Taylor Road, Reynoldsburg, Ohio 43068

That this affidavit is made for the purpose of showing STEPHEN SCOTT FOSTER, FREDERICK LEWIS FOSTER, DAWN LYNN LEE and CHRISTINA LEE DAVIS, to be the sole owners and vested with the entire fee simple title to the above-described real estate, and for the purpose of obtaining a transfer by the Auditor of this County on the tax duplicate as provided by Section 319.20, Ohio Revised Code; and that the address of said STEPHEN SCOTT FOSTER, FREDERICK LEWIS FOSTER, DAWN LYNN LEE and CHRISTINA LEE DAVIS, is _____.

Carl J. Meyer
CARL J. MEYER

Sworn to before me and subscribed in my presence this 22nd day of May, 2018.

Dennis V. Yacobozi, II
Notary Public

This document prepared by:
CARL J. MEYER, ESQUIRE
1243 South High Street
Columbus, Ohio 43206
(614) 444-2144
Email: cjm@cjmeyerlaw.com
DOCS -FOSTER, MARY ALICE - 3-18



DENNIS V. YACOBOZI, II
ATTORNEY AT LAW
Notary Public, State of Ohio
My Commission Has No Expiration Date
Section 147.03 ORC

EXHIBIT A - LEGAL DESCRIPTION TO 13920 TAYLOR ROAD

Situated in the State of Ohio, County of Fairfield and in the Township of Violet:

Being out of the North West corner of the west one-half of Section 21, Township 16; Range 20, and bounded and described as follows:

Beginning at a point in the center line of the County Road and at the northwest corner of the west one-half of said Section; thence along the Licking-Fairfield County line, south 85 degrees 15 minutes east (passing an iron pipe at 19 feet) 549 feet to an iron pipe; thence south 4 degrees 58 minutes west 420 feet to an iron pipe; thence north 85 degrees 15 minutes west (passing an iron pipe at 533.45 feet) 549 feet to a railroad spike in the center line of the County Road; thence along the center line of said road and the west line of Section 21, north 4 degrees 58 minutes east 420 feet to the place of beginning, containing 5.291 acres, more or less.

Subject to right of way for an easement of Ingress and Egress across said property to the premises in rear originally purchased by H. D. Young.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

Beginning at a point in the owners' southwest property corner, the center line of Taylor Road and the west line of Section 21, said point being 153.78 feet left of Station 112+24.23 in the centerline of a survey made in 1964 by the Ohio Department of Highways of Interstate Route 70, Sections 0.00/0.00 in Fairfield/Licking counties; thence, easterly passing through the existing easterly right of way line of Taylor Road, to a point 140 feet left of Station 114+00.00; thence, northeasterly to a point 146.00 feet left of Point of Curvature Station 115+56.51; thence, northeasterly to a point in the owners' easterly property line, said point being 150.00 feet left of the radially from Station 118+20.50; thence, southerly with the owners' easterly property line, passing through said centerline of survey at Station 117+56.00, to a point in owners' southeasterly property corner, said point being 47.00 feet right of and radially from Station 117+35.00; thence, westerly with the owners' southerly property line, passing through said centerline of survey at Station 116+23.00, to a point 25.00 feet left of Point of Curvature Station 115+56.51; thence, westerly with owners' southerly property line, passing through the existing easterly right of way line of Taylor Road to the point of beginning of this parcel, containing 1.25 acres, more or less.

Together with all rights or easements of access to or from said limited access highway, from or to the land of said persons abutting upon that portion of said limited access highway, between the following points:

From a point 153.78 feet left of the centerline of Station 112+24.23 to a point 150 feet left of centerline Station 118+20.50 as shown by the plans of said improvement herein referred to. Said stations being the Station numbers as stipulated in the hereinbefore mentioned survey.

Owners' claim title by instrument recorded in Deed Record Volume 246, Page 148 of records of Fairfield County, Ohio.

ALSO SUBJECT TO a perpetual easement for road purposes as set forth in Official Record 1618, page 1310.

DESCRIPTION REVIEWED AND APPROVED
FOR TRANSFER ONLY, FAIRFIELD COUNTY
AUDITOR/ENGINEER TAX MAPS.

BY AS DATE 6/6/18

036-00789.00

Reg. Dist. No. 23
Primary Reg. Dist. No. 2300
Registrar's No. 2300-2015000980

Ohio Department of Health
VITAL STATISTICS
CERTIFICATE OF DEATH

State File No. 2015088998

1. Decedent's Legal Name (First, Middle, Last, Suffix) (Include AKA's if any)						2. Sex	3. Date of Death (Mo/Day/Year)
[REDACTED]						FEMALE	SEPTEMBER 25, 2015
4. Social Security Number	5a. Age (Years)	5b. Under 1 Year Months	5c. Under 1 day Hours	5d. Under 1 day Minutes	6. Date of Birth (Mo/Day/Year)	7. Birthplace (City and State or Foreign Country)	
273-14-2389	95				FEBRUARY 07, 1920	COLUMBUS, OHIO	
8a. Residence State			8b. County		8c. City or Town		
OHIO			FAIRFIELD		REYNOLDSBURG		
8d. Street and Number					8e. Apt. No.	8f. Zipcode	8g. Inside City Limits?
13920 TAYLOR ROAD						43068	NO
9. Ever in US Armed Forces?		10. Marital Status at Time of Death			11. Surviving Spouse's Name (If wife, give name prior to first marriage)		
NO		WIDOWED (AND NOT REMARRIED)					
12. Decedent's Education				13. Decedent of Hispanic Origin	14. Decedent's Race		
COLLEGE, BUT NO DEGREE				NO	WHITE		
15. Father's Name				16. Mother's Name (prior to first marriage)			
FREDERICK ALBERT FEUCHT				FREDA LANE			
17a. Informant's Name				17b. Relationship to Decedent	17c. Mailing Address (Street and Number, City, State, Zip Code)		
DAWN LYNN LEE				DAUGHTER	21 EVERGREEN HEIGHTS LANE		
18a. Place of Death						18d. County of Death	
DECEDENT'S HOME						FAIRFIELD	
18b. Facility Name (If not Institution, give street & number)					18c. City or Town, State and Zip Code		
13920 TAYLOR ROAD					REYNOLDSBURG, OH 43068		
19. Signature of Funeral Service Licensee or Other Agent				20. License Number (of licensee)	21. Name and Complete Address of Funeral Facility		
<i>Paula K. Cotner</i>				008194	COTNER FUNERAL HOME		
22a. Method of Disposition				22b. Date of Disposition (Mo/Day/Year)		22c. Location (City/Town and State)	
BURIAL				OCTOBER 03, 2015		REYNOLDSBURG, OH	
22c. Place of Disposition (Name of Cemetery, Crematory, or other place)				22d. Location (City/Town and State)		22e. Name and Complete Address of Funeral Facility	
GLEN REST MEMORIAL ESTATE				REYNOLDSBURG, OH		7369 E MAIN ST REYNOLDSBURG, OH 43068	
23. Registrar's Signature				24. Date Filed (Mo/Day/Year)		25. District No.	
<i>Pauletta Krueger</i>				10/8/15		2500	
25a. Name of Person Issuing Disposition Permit				25b. District No.		25c. Date Disposition Permit Issued (Mo/Day/Year)	
COTNER, BARTH R.				2500		9-29-2015	
26a. Certifier (Check only one)		<input checked="" type="checkbox"/> Certifying Physician To the best of my knowledge, death occurred at the time, date, and place; and due to the cause(s) and manner stated.					
		<input type="checkbox"/> Coroner or Medical Examiner On the basis of examination and/or investigation, in my opinion, death occurred at the time, date, and place; and due to the cause(s) and manner stated.					
26b. Time of Death		26c. Date Pronounced Dead (Mo/Day/Year)		26d. Was the Medical Examiner or Coroner Contacted?			
LATE NIGHT		9-25-2015		YES			
26e. Signature and Title of Certifier		26f. License number		26g. Date Signed (Mo/Day/Year)			
<i>[Signature]</i>		MD		35 097 321 09.30.15			
27. Name (First, Middle, Last) and Address of Person who Completed Cause of Death							
BEATA STERKOWICZ, 5969 EAST BROAD STREET, COLUMBUS, OH 43213							
28. Part I. Enter the disease, injuries, or complications that caused the death. Do not enter the mode of dying, such as cardiac or respiratory arrest, shock, or heart failure. List only one cause on each line. Type or print in permanent blue or black ink.						Approximate Interval Between Onset and Death	
Immediate Cause (Final disease or condition resulting in death)						natural	
Sequentially list conditions, if any, leading to immediate cause.						age	
Enter Underlying Cause (Disease or injury that initiated events resulting in a death)						heart disease	
d. Due to (or as Consequence of)							
Part II: Other significant conditions contributing to death but not resulting in the underlying cause given in Part I.						NO	
29a. Was An Autopsy Performed?				29b. Were Autopsy Findings Available Prior To Completion Of Cause of Death?			
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> Not Applicable			
30. Did Tobacco Use Contribute to Death?		31. If Female, Pregnancy Status		32. Manner of Death			
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Unknown <input type="checkbox"/> Probably		<input checked="" type="checkbox"/> Not pregnant within past year <input type="checkbox"/> Pregnant at time of death <input type="checkbox"/> Not pregnant, but pregnant within 42 days of death <input type="checkbox"/> Not pregnant, but pregnant 43 days to 1 year before death <input type="checkbox"/> Unknown if pregnant within the past year		<input checked="" type="checkbox"/> Natural <input type="checkbox"/> Homicide <input type="checkbox"/> Accident <input type="checkbox"/> Pending Investigation <input type="checkbox"/> Suicide <input type="checkbox"/> Could not be determined			
33a. Date of Injury (Mo/Day/Year)		33b. Time of Injury		33c. Place of Injury (e.g., Decedent's home, construction site, restaurant, wooded area)		33d. Injury at Work?	
						<input type="checkbox"/> Yes <input type="checkbox"/> No	
33e. Location of Injury (Street and Number or Rural Route Number, City or Town, State)							
33f. Describe How Injury Occurred:							
						33g. If Transportation Injury, Specify:	
						<input type="checkbox"/> Driver/Operator <input type="checkbox"/> Pedestrian <input type="checkbox"/> Passenger <input type="checkbox"/> Other:	

1003126
2015088998
1003126

CERTIFIER

CAUSE OF DEATH

2015088998

HEA 2724 Rev. 07/15



COPY OF THE REGISTRATION WITH THE OHIO DEPARTMENT OF HEALTH.

002815017632

Pauletta Krueger
PAULETTA KRUEGER, REGISTRAR
OFFICE OF VITAL STATISTICS
WITNESS MY SIGNATURE & SEAL

**TRANSFER
NOT NECESSARY**

MAY 01 2013 *lx*

Jan A. Slaten, Jr.
County Auditor, Fairfield County, Ohio

201300009326
Filed for Record in
FAIRFIELD COUNTY, OH
GENE WOOD, COUNTY RECORDER
05-01-2013 At 01:35 PM.
TRANS DEATH 28.00
OR Book 1631 Page 2197 - 2198

TRANSFER ON DEATH DESIGNATION AFFIDAVIT
[RC 5302.22]

MARY ALICE FOSTER, Widowed and Not Remarried, now owner of record of the following real property located at 13920 Taylor Road, Reynoldsburg, Ohio 43068, as recorded at Official Record Volume 1631, page 2192, Recorder's Office, Fairfield County, Ohio, being legally described as follows:

Situated in the State of Ohio, County of Fairfield, and in the Township of Violet, and bounded and described as follows:

See "EXHIBIT A" attached hereto and incorporated herein for the complete legal description.

Prior Instrument Reference: Official Record Volume 1631, page 2192
Deed Book Volume 508, page 214
Parcel Number: 0360078900
Property Address: 13920 Taylor Road, Reynoldsburg, Ohio 43068

I, **MARY ALICE FOSTER**, hereby designate my children, **STEPHEN SCOTT FOSTER, FREDERICK LEWIS FOSTER, DAWN LYNN LEE and CHRISTINA LEE DAVIS**, as the transfer on death beneficiaries in equal shares to receive the owner's title to the above described property upon my death.

This affidavit revokes any prior transfer on death beneficiary designation, if any, by owner for that property, whether by deed or by affidavit.

Signed and acknowledged by:

Mary Alice Foster

MARY ALICE FOSTER

STATE OF OHIO

COUNTY OF FAIRFIELD, SS:

Sworn to, acknowledged and signed before me this 23rd day of February, 2013.



CARL J. MEYER
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.

Carl J. Meyer

Notary Public

Prepared by:
CARL J. MEYER, ATTORNEY AT LAW
File No. MY DOCS: FOSTER, MARY ALICE - 2-13

EXHIBIT A – LEGAL DESCRIPTION TO 13920 TAYLOR ROAD

Situated in the State of Ohio, County of Fairfield and in the Township of Violet:

Being out of the North West corner of the west one-half of Section 21, Township 16; Range 20, and bounded and described as follows:

Beginning at a point in the center line of the County Road and at the northwest corner of the west one-half of said Section; thence along the Licking-Fairfield County line, south 85 degrees 15 minutes east (passing an iron pipe at 19 feet) 549 feet to an iron pipe; thence south 4 degrees 58 minutes west 420 feet to an iron pipe; thence north 85 degrees 15 minutes west (passing an iron pipe at 533.45 feet) 549 feet to a railroad spike in the center line of the County Road; thence along the center line of said road and the west line of Section 21, north 4 degrees 58 minutes east 420 feet to the place of beginning, containing 5.291 acres, more or less.

Subject to right of way for an easement of Ingress and Egress across said property to the premises in rear originally purchased by H. D. Young.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

Beginning at a point in the owners' southwest property corner, the center line of Taylor Road and the west line of Section 21, said point being 153.78 feet left of Station 112+24.23 in the centerline of a survey made in 1964 by the Ohio Department of Highways of Interstate Route 70, Sections 0.00/0.00 in Fairfield/Licking counties; thence, easterly passing through the existing easterly right of way line of Taylor Road, to a point 140 feet left of Station 114+00.00; thence, northeasterly to a point 146.00 feet left of Point of Curvature Station 115+56.51; thence, northeasterly to a point in the owners' easterly property line, said point being 150.00 feet left of the radially from Station 118+20.50; thence, southerly with the owners' easterly property line, passing through said centerline of survey at Station 117+56.00, to a point in owners' southeasterly property corner, said point being 47.00 feet right of and radially from Station 117+35.00; thence, westerly with the owners' southerly property line, passing through said centerline of survey at Station 116+23.00, to a point 25.00 feet left of Point of Curvature Station 115+56.51; thence, westerly with owners' southerly property line, passing through the existing easterly right of way line of Taylor Road to the point of beginning of this parcel, containing 1.25 acres, more or less.

Together with all rights or easements of access to or from said limited access highway, from or to the land of said persons abutting upon that portion of said limited access highway, between the following points:

From a point 153.78 feet left of the centerline of Station 112+24.23 to a point 150 feet left of centerline Station 118+20.50 as shown by the plans of said improvement herein referred to. Said stations being the Station numbers as stipulated in the hereinbefore mentioned survey.

Owners' claim title by instrument recorded in Deed Record Volume 246, Page 148 of records of Fairfield County, Ohio.

ALSO SUBJECT TO a perpetual easement for road purposes as set forth in Official Record 1618, page 1310.

DESCRIPTION REVIEWED AND APPROVED
FOR TRANSFER ONLY, FAIRFIELD COUNTY
AUDITOR/ENGINEER TAX MAPS.

BY ALT DATE 5-1-13

036.00789.00

**TRANSFER
NOT NECESSARY**

MAY 01 2013 ✓

201300009325
Filed for Record in
FAIRFIELD COUNTY, OH
GENE WOOD, COUNTY RECORDER
05-01-2013 At 01:35 PM.
AFFID DEED 56.00
OR Book 1631 Page 2192 - 2196

Jim A. Slater, Jr.
County Auditor, Fairfield County, Ohio

AFFIDAVIT FOR TRANSFER TO SURVIVOR

STATE OF OHIO
COUNTY OF FAIRFIELD, SS:

AKA MARY A FOSTER

MARY ALICE FOSTER, being first duly cautioned and sworn, says that she is the survivor of **HAROLD D. FOSTER** who died a resident of Fairfield County, Ohio, on the 14th day of January, 2013 as shown by the official death certificate attached hereto.

That the Survivorship Deed dated January 15, 1982 and recorded at Deed Book Volume 508, page 214 of the Deed Records of Fairfield County, Ohio conveyed to said **HAROLD D. FOSTER and MARY ALICE FOSTER**, Husband and Wife, for their joint lives, remainder to the survivor of them, the real estate described as follows:

Situated in the State of Ohio, County of Fairfield, and in the Township of Violet, and bounded and described as follows:

See "EXHIBIT A" attached hereto and incorporated herein for the complete legal description.

Prior Instrument Reference: Deed Book Volume 508, page 214
Parcel Number: 0360078900
Property Address: 13920 Taylor Road, Reynoldsburg, Ohio 43068

That this affidavit is made for the purpose of showing **MARY ALICE FOSTER** to be the sole owner and vested with the entire fee simple title to the above-described real estate, and for the purpose of obtaining a transfer by the Auditor of this County on his tax duplicate as provided by Section 319.20, Ohio Revised Code; and that the address of said **MARY ALICE FOSTER** is the address of the property as set forth herein.

Mary Alice Foster
MARY ALICE FOSTER

Sworn to before me and subscribed in my presence this 23rd day of February, 2013.



CARL J. MEYER
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.

Carl J. Meyer
Notary Public

This document prepared by:
CARL J. MEYER, ESQUIRE
File No. MY DOCS - FOSTER, MARY ALICE - 2-13

682864

OR 1631 PAGE 2195

Ohio Department of Health * Office of Vital Statistics

Application to File an Affidavit to an Ohio Birth or Death Certificate

Please Read All Instructions Before Completing This Form

Crossouts, corrective fluid and typos will not be accepted on this form

Eligibility

For birth records: You must be the person named on the record and at least 18 years old, a parent listed on the record, or a legal guardian for the child named on the record.

For death records: Only the informant or the funeral director may change the non-medical information as listed on the record. Cause of death information may only be changed by the attending physician or the coroner/medical examiner using a medical supplement.

Once a correction of an item has been made, that item cannot be corrected or amended again except on the order of the court.

*Please print in ink or type



036362

Applicant (Person requesting the correction)

Name first, middle, last: KENT D ELLIS
I represent the Person as: Self, Parent, Guardian, Informant, Funeral director, Other
Address: 7369 EAST MAIN STREET, REYNOLDSBURG, OHIO
Daytime phone number: 6148666318
City: REYNOLDSBURG, State: OHIO, ZIP: 43068

Original certificate information Birth record, Death record, Fetal death record

State filing number vol/cert: 2013005374, Local registrar number cert: 2500-2013000322
Name as recorded first, middle, last: HAROLD DONALD FOSTER, Sex: Male
Date of event date of birth/date of death: January 14, 2013, Place of event City: REYNOLDSBURG, County: FRANKLIN
Mother's full name first, middle, maiden name: ELIZABETH FREY
Father's full name first, middle, last: LOUIS BERNARD FOSTER

Items to be corrected

Table with 3 columns: Item # / Item name, Information as it appears on original certificate, Correct Information. Includes County of Death or Facility (FRANKLIN vs FAIRFIELD) and Informants Mailing Address (13920 TAYLOR ROAD SOTUHWEST vs 13920 TAYLOR ROAD SOUTHWEST).

Affidavit of personal knowledge (this section must be signed before a notary public)

State of OHIO, County of FRANKLIN

Before me on this date appeared KENT D ELLIS, Person(s) executing affidavit

now residing at 7369 EAST MAIN STREET, REYNOLDSBURG, OHIO 43068

Being duly affirmed say that I/we have personal knowledge that the foregoing facts are true and correct relative to

HAROLD DONALD FOSTER

Signature** (Correct spelling of name) Kent D. Ellis

**Please sign EXACTLY as the name printed above appears

Signature

HEA 2726 (Rev. 5/05)



682864

Affirmed to and subscribed before me, this 15 day of February 2013

Signature of Notary Molly E Geell

Date Commission Expires 4/13/2014



2013005374



I HEREBY CERTIFY THIS DOCUMENT IS AN EXACT COPY OF THE RECORD ON FILE WITH THE OHIO DEPARTMENT OF HEALTH.

FE 1513855507

Signature of Sandra Taylor, Legal Registrar, Office of Vital Statistics, Witness My Signature & Seal

EXHIBIT A – LEGAL DESCRIPTION TO 13920 TAYLOR ROAD

Situated in the State of Ohio, County of Fairfield and in the Township of Violet:

Being out of the North West corner of the west one-half of Section 21, Township 16; Range 20, and bounded and described as follows:

Beginning at a point in the center line of the County Road and at the northwest corner of the west one-half of said Section; thence along the Licking-Fairfield County line, south 85 degrees 15 minutes east (passing an iron pipe at 19 feet) 549 feet to an iron pipe; thence south 4 degrees 58 minutes west 420 feet to an iron pipe; thence north 85 degrees 15 minutes west (passing an iron pipe at 533.45 feet) 549 feet to a railroad spike in the center line of the County Road; thence along the center line of said road and the west line of Section 21, north 4 degrees 58 minutes east 420 feet to the place of beginning, containing 5.291 acres, more or less.

Subject to right of way for an easement of Ingress and Egress across said property to the premises in rear originally purchased by H. D. Young.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

Beginning at a point in the owners' southwest property corner, the center line of Taylor Road and the west line of Section 21, said point being 153.78 feet left of Station 112+24.23 in the centerline of a survey made in 1964 by the Ohio Department of Highways of Interstate Route 70, Sections 0.00/0.00 in Fairfield/Licking counties; thence, easterly passing through the existing easterly right of way line of Taylor Road, to a point 140 feet left of Station 114+00.00; thence, northeasterly to a point 146.00 feet left of Point of Curvature Station 115+56.51; thence, northeasterly to a point in the owners' easterly property line, said point being 150.00 feet left of the radially from Station 118+20.50; thence, southerly with the owners' easterly property line, passing through said centerline of survey at Station 117+56.00, to a point in owners' southeasterly property corner, said point being 47.00 feet right of and radially from Station 117+35.00; thence, westerly with the owners' southerly property line, passing through said centerline of survey at Station 116+23.00, to a point 25.00 feet left of Point of Curvature Station 115+56.51; thence, westerly with owners' southerly property line, passing through the existing easterly right of way line of Taylor Road to the point of beginning of this parcel, containing 1.25 acres, more or less.

Together with all rights or easements of access to or from said limited access highway, from or to the land of said persons abutting upon that portion of said limited access highway, between the following points:

From a point 153.78 feet left of the centerline of Station 112+24.23 to a point 150 feet left of centerline Station 118+20.50 as shown by the plans of said improvement herein referred to. Said stations being the Station numbers as stipulated in the hereinbefore mentioned survey.

Owners' claim title by instrument recorded in Deed Record Volume 246, Page 148 of records of Fairfield County, Ohio.

ALSO SUBJECT TO a perpetual easement for road purposes as set forth in Official Record 1618, page 1310.

DESCRIPTION REVIEWED AND APPROVED
FOR TRANSFER ONLY, FAIRFIELD COUNTY
AUDITOR/ENGINEER TAX MAPS.

BY CLT DATE 5-1-13
036.00789.00

Reg. Dist. No. 25 Ohio Department of Health VITAL STATISTICS State File No. 2013005374
Primary Reg. Dist. No. 2509
Registrar's No. 2013000322 CERTIFICATE OF DEATH

1. Decedent's Legal Name (Include AKA's if any) (First Middle, LAST, suffix) HAROLD DONALD FOSTER		2. Sex Male	3. Date of Death (Mo/Day/Year) January 14, 2013
4a. Age (Years) 91	4b. Under 1 Year Months 9	4c. Under 1 day Hours 0	4d. Under 1 day Minutes 0
6. Date of Birth (Mo/Day/Year) March 31, 1921		7. Birthplace (City and State or Foreign Country) CHILLICOTHE, OHIO	
8a. Residence State OHIO		8b. County FRANKLIN	
8c. City or Town REYNOLDSBURG		8d. Street and Number 13920 TAYLOR ROAD SOUTHWEST	
8e. Apt. No.		8f. Zipcode 43068	8g. Inside City Limits? Yes
9. Ever in US Armed Forces? Yes		10. Marital Status at Time of Death Married	
11. Surviving Spouse's Name (If wife, give name prior to first marriage) MARY ALICE FEUCHT			
12. Decedent's Education HIGH SCHOOL GRADUATE OR GED		13. Decedent of Hispanic Origin No	
14. Decedent's Race White		15. Father's Name LOUIS BERNARD FOSTER	
16. Mother's Name (prior to first marriage) ELIZABETH FREY		17a. Informant's Name MARY ALICE FOSTER	
17b. Relationship to Decedent Wife		17c. Mailing Address (Street and Number, City, State, Zip Code) 13920 TAYLOR ROAD SOTUHWEST	
18a. Place of Death Decedent's Home		18b. County of Death FRANKLIN	
18c. City or Town, State and Zip Code REYNOLDSBURG, OH 43068		18d. Facility Name (If not Institution, give street & number) 13920 TAYLOR ROAD SOUTHWEST	
19. Signature of Funeral Service Licensee or Other Agent <i>Barth R. Cotner</i>		20. License Number (of licensee) 008194	
21. Name and Complete Address of Funeral Facility COTNER FUNERAL HOME		22a. Method of Disposition Burial	
22b. Date of Disposition January 19, 2013		22c. Place of Disposition (Name of Cemetery, Crematory, or other place) GLEN REST MEMORIAL ESTATE	
22d. Location (City/Town and State) REYNOLDSBURG, OH		23. Registrar's Signature <i>Sandra Taylor</i>	
24. Date Filed JAN 17 2013		25a. Name of Person Issuing Burial Permit COTNER, BARTH R.	
25b. District No. 2500		25c. Date Burial Permit Issued 1-17-2013	
26a. Certifier (Check only one) <input checked="" type="checkbox"/> Certifying Physician To the best of my knowledge, death occurred at the time, date, and place; and due to the cause(s) and manner stated. <input type="checkbox"/> Coroner On the basis of examination and/or investigation, in my opinion, death occurred at the time, date, and place; and due to the cause(s) and manner stated.		26b. Time of Death 05:42	
26c. Date Pronounced Dead (Mo/Day/Year) 1-14-2013		26d. Was case referred to coroner? No	
26e. Signature and Title of Certifier <i>John K. Brennan MD</i>		26f. License number 35.033636	
26g. Date Signed 1/16/13		27. Name (Last, First, Middle) and Address of Person who Completed Cause of Death BRENNAN, JOHN K., 5969 E BROAD ST COLUMBUS, OH 43213	
28. Part I. Enter the disease, injuries, or complications that caused the death. Do not enter the mode of dying, such as cardiac or respiratory arrest, shock, or heart failure. List only one cause on each line. Type or print in permanent blue or black ink.			
Immediate Cause (Final disease or condition resulting in death) CONGESTIVE HEART FAILURE		Approximate Interval Between Onset and Death 1 1/2 YEARS	
Sequentially list conditions, if any, leading to immediate cause. ISCHEMIC CARDIOVASCULAR		7 YEARS	
Enter Underlying Cause (Disease or injury that initiated events resulting in a death) CORONARY ARTERY DISEASE		7 YEARS	
Part II. Other significant conditions contributing to death but not resulting in the underlying cause given in Part I. CHRONIC OBSTRUCTIVE LUNG DISEASE PULMONARY HYPERTENSION			
29a. Was An Autopsy Performed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		29b. Were Autopsy Findings Available Prior To Completion Of Cause of Death? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not Applicable	
30. Did Tobacco Use Contribute to Death? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		31. If Female, Pregnancy Status <input type="checkbox"/> Not pregnant within past year <input type="checkbox"/> Pregnant at time of death <input type="checkbox"/> Not pregnant, but pregnant within 42 days of death <input type="checkbox"/> Not pregnant, but pregnant 43 days to 1 year before death <input type="checkbox"/> Unknown if pregnant within the past year	
32. Manner of Death <input checked="" type="checkbox"/> Natural <input type="checkbox"/> Accident <input type="checkbox"/> Suicide		32. Homicide <input type="checkbox"/> Pending Investigation <input type="checkbox"/> Could not be determined	
33a. Date of Injury (Mo/Day/Year)		33b. Time of Injury	
33c. Place of Injury (e.g., Decedent's home, construction site, restaurant, wooded area)		33d. Injury at Work? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
33e. Location of Injury (Street and Number or Rural Route Number, City or Town, State)		33f. Describe How Injury Occurred:	
33g. # Transportation Injury. Specify: <input type="checkbox"/> Driver/Operator <input type="checkbox"/> Pedestrian <input type="checkbox"/> Passenger <input type="checkbox"/> Other:			

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STATE OF OHIO
DEPARTMENT OF HEALTH
OFFICE OF VITAL STATISTICS
WITNESS MY SIGNATURE & SEAL
JAN 17 13 848471
Sandra Taylor
SANDRA TAYLOR, LEGAL REGISTRAR
OFFICE OF VITAL STATISTICS
WITNESS MY SIGNATURE & SEAL

OR 1631 PAGE 2196

682864

Ohio Department of Health * Office of Vital Statistics
Application to File an Affidavit to an Ohio Birth or Death Certificate

Please Read All Instructions Before Completing This Form

Crossouts, corrective fluid and typos will not be accepted on this form

Eligibility

For birth records: You must be the person named on the record and at least 18 years old, a parent listed on the record, or a legal guardian for the child named on the record. If both parents are listed, and the child is a minor (under 18 years old), both parents must sign the affidavit. Corrections to last names, date of birth and gender will not be accepted. This affidavit cannot be used to add a father to a birth record.

For death records: Only the informant or the funeral director may change the non-medical information as listed on the record. Cause of death information may only be changed by the attending physician or the coroner/medical examiner using a medical supplement. Social Security number information will only be changed if documentation is provided.

Once a correction of an item has been made, that item cannot be corrected or amended again except on the order of the court.

*Please print in ink or type



036360

Applicant (Person requesting the correction)

Name first, middle, last KENT D ELLIS		
I represent the Person as: <input type="checkbox"/> Self <input type="checkbox"/> Parent <input type="checkbox"/> Guardian <input type="checkbox"/> Informant <input checked="" type="checkbox"/> Funeral director <input type="checkbox"/> Other		
Address 7369 EAST MAIN STREET		Daytime phone number 6148666318
City REYNOLDSBURG	State OHIO	ZIP 43068

Original certificate information Birth record Death record Fetal death record

State filing number vol/cert 2013005374	Local registrar number cert 2500-2013000322
Name as recorded first, middle, last HAROLD DONALD FOSTER	Sex <input type="checkbox"/> No Name Listed <input type="checkbox"/> Female <input checked="" type="checkbox"/> Male
Date of event date of birth/date of death January 14, 2013	Place of event City REYNOLDSBURG
Mother's full name first, middle, maiden name ELIZABETH FREY	County FRANKLIN
Father's full name first, middle, last LOUIS BERNARD FOSTER	

Items to be corrected

Item # / Item name	Information as it appears on original certificate	Correct Information
Residence County	FRANKLIN	FAIRFIELD
Residence Inside City Limits	YES	NO
Spelling of Fathers First Name	LOUIS	LEWIS

Affidavit of personal knowledge (this section must be signed before a notary public)

State of OHIO County of FRANKLIN

Before me on this date appeared KENT D ELLIS
Person(s) executing affidavit

now residing at 7369 EAST MAIN STREET, REYNOLDSBURG, OHIO 43068
Street City State ZIP

Being duly affirmed say that I/we have personal knowledge that the foregoing facts are true and correct relative to

HAROLD DONALD FOSTER

Signature** *Kent D Ellis*
(Correct spelling of name)
 **Please sign EXACTLY as the name printed above appears

Affirmed to and subscribed before me, this

15 day of February

Signature of Notary *Molly C G...*

Date Commission Expires 4/13/2014



HEA 2726 (Rev. 5/05)



682864



2013005374



I HEREBY CERTIFY THIS DOCUMENT IS AN EXACT COPY OF THE RECORD ON FILE WITH THE OHIO DEPARTMENT OF HEALTH.

FE 15 13 855502

Sandra Taylor
 SANDRA TAYLOR, LOCAL REGISTRAR
 OFFICE OF VITAL STATISTICS
 WITNESS MY SIGNATURE & SEAL

DAYTON S. S. & PTO. CO. N 612

KNOW ALL MEN BY THESE PRESENTS: That Mabel Erwin, and Herbert S. Erwin, Wife and Husband

of the Township of Violet, County of

Fairfield and State of Ohio

In consideration of the sum of One dollar and other good and valuable considerations

to them paid by Harold D. Foster, and Mary Alice Foster

5019 N. High Street, Columbus, Ohio

of the City of Columbus, County of Franklin and State of Ohio

the receipt whereof is hereby acknowledged, do hereby GRANT, BARGAIN, SELL AND CONVEY to the said Harold D. Foster, and Mary Alice Foster

their heirs and assigns forever, the following REAL ESTATE situated in the County of Fairfield, in the State of Ohio, and in the Township of Violet

and bounded and described as follows:

County of Fairfield, State of Ohio, Township of Violet, being out of the northwest corner of the west one-half of Section 21, Tp. 16, Range 20, and bounded and described as follows:

Beginning at a point in the center line of the County Road and at the north west corner of the west one-half of said Section; thence along the Licking-Fairfield County line, south 85 degrees 15 minutes east (passing an iron pipe at 19 feet) 549 feet to an iron pipe; thence south 4 degrees 58 minutes west 420 feet to an iron pipe; thence north 85 degrees 15 minutes west (passing an iron pipe at 533.45 feet) 549 feet to a railroad spike in the center line of the County Road; thence along the center line of said road and the west line of Section 21, north 4 degrees 58 minutes east 420 feet to the place of beginning, containing 5.291 acres, more or less.

Subject to right of way for an easement of Ingress and Egress across said property to premises in rear originally purchased by H. D. Young.

Grantors acquired title by deed recorded in D. B. 233, page 651, Recorder's Office, Fairfield County, Ohio.

TO HAVE AND TO HOLD said premises, with all the privileges and appurtenances thereunto belonging to the said

Harold D. Foster, and Mary Alice Foster their heirs and assigns forever,

And the said Mabel Erwin, and Herbert S. Erwin

for themselves and their heirs, do hereby covenant with the said

Harold D. Foster, and Mary Alice Foster

their heirs and assigns, that they are lawfully seized of the premises aforesaid; that the said premises are FREE AND CLEAR FROM ALL INCUMBRANCES WHATSOEVER;

and that they will forever WARRANT and DEFEND the same, with the appurtenances unto the said

Harold D. Foster, and Mary Alice Foster their heirs and assigns,

against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Mabel Erwin, and Herbert S. Erwin

respective

who hereby release their right of dower in the premises, have hereunto set their hands this 21st day

of May 1952.

Signed and Acknowledged in the Presence of:

Milburn A. Gire
Milburn A. Gire
Brough Richey, Jr.
Brough Richey, Jr.

Mabel Erwin
Mabel Erwin
Herbert S. Erwin
Herbert S. Erwin

THE STATE OF OHIO

Be it Remembered, That on this 21st day of May

FRANKLIN County, ss. before me, the subscriber, a Notary Public

In and for said County, personally came the above named Mabel Erwin, and Herbert S. Erwin

the Grantor. S. 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.

\$18.15 REV. STAMPS CANCELLED.

(SEAL)

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

Received MAY 26 1952 at 2:41 o'clock P.M.

Recorded MAY 27 1952

Transferred by Auditor MAY 26, 1952

Brough Richey, Jr.
Brough Richey, Jr.
Notary Public - State of Ohio
My commission expires 1/15/1953

Recorder

202500005921

FILED FOR RECORD IN
FAIRFIELD COUNTY, OH
LISA MCKENZIE, COUNTY RECORDER
04/18/2025 08:20 AM
MORTGAGE 222.00

_____[Space Above This Line For Recording Data]_____

After Recording Return To:
UNITED WHOLESAL MORTGAGE, LLC
700 SOUTH BLVD EAST
PONTIAC, MI 48341
ATTN: POST CLOSING MANAGER
Loan Number: 1525061728

Open-End MORTGAGE

MIN: 101597110002439679

MERS Phone: 888-679-6377

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined under the caption TRANSFER OF RIGHTS IN THE PROPERTY and in Sections 3, 4, 10, 11, 12, 16, 19, 24, and 25. Certain rules regarding the usage of words used in this document are also provided in Section 17.

Parties

(A) "Borrower" is Ignacio Carreon Alvarez and Rosario Martinez Gonzalez, Husband and Wife

currently residing at 13920 TAYLOR RD SW, REYNOLDSBURG, OHIO 43068

Borrower is the mortgagor under this Security Instrument.

(B) "Lender" is NEXA Mortgage

OHIO - Single Family
Fannie Mae/Freddie Mac UNIFORM INSTRUMENT (MERS)
Form 3036 07/2021 Page 1 of 21
With Authorized Changes

★ DocMagic
040425135716-1525061728-ED



Lender is a **PARTNERSHIP** organized and existing under the laws of **ARIZONA**. Lender's address is **3100 W Ray Rd Suite 201 Office 209, Chandler, Arizona 85226. tel.(602) 344-9333**

The term "Lender" includes any successors and assigns of Lender.

(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.

Documents

(D) "**Note**" means the promissory note dated **April 8, 2025**, and signed by each Borrower who is legally obligated for the debt under that promissory note, that is in either (i) paper form, using Borrower's written pen and ink signature, or (ii) electronic form, using Borrower's adopted Electronic Signature in accordance with the UETA or E-SIGN, as applicable. The Note evidences the legal obligation of each Borrower who signed the Note to pay Lender **ONE HUNDRED THOUSAND AND 00/100** Dollars (U.S. \$ **100,000.00**)

plus interest. Each Borrower who signed the Note has promised to pay this debt in regular monthly payments and to pay the debt in full not later than **May 1, 2055**

(E) "**Riders**" means all Riders to this Security Instrument that are signed by Borrower. All such Riders are incorporated into and deemed to be a part of this Security Instrument. The following Riders are to be signed by Borrower [check box as applicable]:

- Adjustable Rate Rider
- Condominium Rider
- 1-4 Family Rider
- Planned Unit Development Rider
- Second Home Rider
- Other(s) [specify]:

(F) "**Security Instrument**" means this document, which is dated **April 8, 2025**, together with all Riders to this document.

Additional Definitions

(G) "**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.

(H) "**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.



(I) **"Default"** means: (i) the failure to pay any Periodic Payment or any other amount secured by this Security Instrument on the date it is due; (ii) a breach of any representation, warranty, covenant, obligation, or agreement in this Security Instrument; (iii) any materially false, misleading, or inaccurate information or statement to Lender provided by Borrower or any persons or entities acting at Borrower's direction or with Borrower's knowledge or consent, or failure to provide Lender with material information in connection with the Loan, as described in Section 8; or (iv) any action or proceeding described in Section 12(e).

(J) **"Electronic Fund 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 or other electronic device capable of communicating with such financial institution, wire transfers, and automated clearinghouse transfers.

(K) **"Electronic Signature"** means an "Electronic Signature" as defined in the UETA or E-SIGN, as applicable.

(L) **"E-SIGN"** means the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001 *et seq.*), as it may be amended from time to time, or any applicable additional or successor legislation that governs the same subject matter.

(M) **"Escrow Items"** means: (i) taxes and assessments and other items that can attain priority over this Security Instrument as a lien or encumbrance on the Property; (ii) leasehold payments or ground rents on the Property, if any; (iii) premiums for any and all insurance required by Lender under Section 5; (iv) 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 11; and (v) Community Association Dues, Fees, and Assessments if Lender requires that they be escrowed beginning at Loan closing or at any time during the Loan term.

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

(O) **"Loan Servicer"** means the entity that has the contractual right to receive Borrower's Periodic Payments and any other payments made by Borrower, and administers the Loan on behalf of Lender. Loan Servicer does not include a sub-servicer, which is an entity that may service the Loan on behalf of the Loan Servicer.

(P) **"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.

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

(R) **"Partial Payment"** means any payment by Borrower, other than a voluntary prepayment permitted under the Note, which is less than a full outstanding Periodic Payment.

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

(T) **"Property"** means the property described below under the heading "TRANSFER OF RIGHTS IN THE PROPERTY."



(U) "Rents" means all amounts received by or due Borrower in connection with the lease, use, and/or occupancy of the Property by a party other than Borrower.

(V) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. § 2601 *et seq.*) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they may be amended from time to time, or any additional or successor federal legislation or regulation that governs the same subject matter. When used in this Security Instrument, "RESPA" refers to all requirements and restrictions that would apply to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(W) "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.

(X) "UETA" means the Uniform Electronic Transactions Act, as enacted by the jurisdiction in which the Property is located, as it may be amended from time to time, or any applicable additional or successor legislation that governs the same subject matter.

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 mortgages, grants, and conveys 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 FAIRFIELD :
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]
See Attached
A.P.N.: 0360078900

which currently has the address of 13920 TAYLOR RD SW

REYNOLDSBURG, Ohio 43068 ("Property Address");
[City] [Zip Code]

TOGETHER WITH all the improvements now or subsequently erected on the property, including replacements and additions to the improvements on such property, all property rights, including, without limitation, all easements, appurtenances, royalties, mineral rights, oil or gas rights or profits, water rights, and fixtures now or subsequently a part of the property. 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 REPRESENTS, WARRANTS, COVENANTS, AND AGREES that: (i) Borrower lawfully owns and possesses the Property conveyed in this Security Instrument in fee simple or lawfully has the right to use and occupy the Property under a leasehold estate; (ii) Borrower has the right to mortgage, grant, and convey the Property or Borrower's leasehold interest in the Property; and (iii) the Property is unencumbered, and not subject to any other ownership interest in the Property, except for encumbrances and ownership interests of record. Borrower warrants generally the title to the Property and covenants and agrees to defend the title to the Property against all claims and demands, subject to any encumbrances and ownership interests of record as of Loan closing.

THIS SECURITY INSTRUMENT combines uniform covenants for national use with limited variations and non-uniform covenants that reflect specific Ohio state requirements 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 will pay each Periodic Payment when due. Borrower will also pay any prepayment charges and late charges due under the Note, and any other amounts due under this Security Instrument. Payments due under the Note and this Security Instrument must be made in U.S. currency. 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 U.S. federal agency, instrumentality, or entity; or (d) Electronic Fund Transfer.

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 16. Lender may accept or return any Partial Payments in its sole discretion pursuant to Section 2.

Any offset or claim that Borrower may have now or in the future against Lender will not relieve Borrower from making the full amount of all payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Acceptance and Application of Payments or Proceeds.

(a) Acceptance and Application of Partial Payments. Lender may accept and either apply or hold in suspense Partial Payments in its sole discretion in accordance with this Section 2. Lender is not obligated to accept any Partial Payments or to apply any Partial Payments at the time such payments are accepted, and also is not obligated to pay interest on such unapplied funds. Lender may hold such unapplied funds until Borrower makes payment sufficient to cover a full Periodic Payment, at which time the amount of the full Periodic Payment will be applied to the Loan. If Borrower does not make such a payment within a reasonable period of time, Lender will either apply such funds in accordance with this Section 2 or return



them to Borrower. If not applied earlier, Partial Payments will be credited against the total amount due under the Loan in calculating the amount due in connection with any foreclosure proceeding, payoff request, loan modification, or reinstatement. Lender may accept any payment insufficient to bring the Loan current without waiver of any rights under this Security Instrument or prejudice to its rights to refuse such payments in the future.

(b) Order of Application of Partial Payments and Periodic Payments. Except as otherwise described in this Section 2, if Lender applies a payment, such payment will be applied to each Periodic Payment in the order in which it became due, beginning with the oldest outstanding Periodic Payment, as follows: first to interest and then to principal due under the Note, and finally to Escrow Items. If all outstanding Periodic Payments then due are paid in full, any payment amounts remaining may be applied to late charges and to any amounts then due under this Security Instrument. If all sums then due under the Note and this Security Instrument are paid in full, any remaining payment amount may be applied, in Lender's sole discretion, to a future Periodic Payment or to reduce the principal balance of the Note.

If Lender receives a payment from Borrower in the amount of one or more Periodic Payments and the amount of any late charge due for a delinquent Periodic Payment, the payment may be applied to the delinquent payment and the late charge.

When applying payments, Lender will apply such payments in accordance with Applicable Law.

(c) Voluntary Prepayments. Voluntary prepayments will be applied as described in the Note.

(d) No Change to Payment Schedule. Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note will not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items.

(a) Escrow Requirement; Escrow Items. Borrower must pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum of money to provide for payment of amounts due for all Escrow Items (the "Funds"). The amount of the Funds required to be paid each month may change during the term of the Loan. Borrower must promptly furnish to Lender all notices or invoices of amounts to be paid under this Section 3.

(b) Payment of Funds; Waiver. Borrower must pay Lender the Funds for Escrow Items unless Lender waives this obligation in writing. Lender may waive this obligation for any Escrow Item at any time. In the event of such waiver, Borrower must pay directly, when and where payable, the amounts due for any Escrow Items subject to the waiver. If Lender has waived the requirement to pay Lender the Funds for any or all Escrow Items, Lender may require Borrower to provide proof of direct payment of those items within such time period as Lender may require. Borrower's obligation to make such timely payments and to provide proof of payment is deemed to be a covenant and agreement of Borrower under this Security Instrument. If Borrower is obligated to pay Escrow Items directly pursuant to a waiver, and Borrower fails to pay timely the amount due for an Escrow Item, Lender may exercise its rights under Section 9 to pay such amount and Borrower will be obligated to repay to Lender any such amount in accordance with Section 9.

Lender may withdraw the waiver as to any or all Escrow Items at any time by giving a notice in accordance with Section 16; upon such withdrawal, Borrower must pay to Lender all Funds for such Escrow Items, and in such amounts, that are then required under this Section 3.

(c) Amount of Funds; Application of Funds. Lender may, at any time, collect and hold Funds in an amount up to, but not in excess of, the maximum amount a lender can require under RESPA. Lender will estimate the amount of Funds due in accordance with Applicable Law.



The Funds will be held in an institution whose deposits are insured by a U.S. 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 will apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender may not charge Borrower for: (i) holding and applying the Funds; (ii) annually analyzing the escrow account; or (iii) verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless Lender and Borrower agree in writing or Applicable Law requires interest to be paid on the Funds, Lender will not be required to pay Borrower any interest or earnings on the Funds. Lender will give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

(d) Surplus; Shortage and Deficiency of Funds. In accordance with RESPA, if there is a surplus of Funds held in escrow, Lender will account to Borrower for such surplus. If Borrower's Periodic Payment is delinquent by more than 30 days, Lender may retain the surplus in the escrow account for the payment of the Escrow Items. If there is a shortage or deficiency of Funds held in escrow, Lender will notify Borrower and Borrower will pay to Lender the amount necessary to make up the shortage or deficiency in accordance with RESPA.

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

4. Charges; Liens. Borrower must pay (a) all taxes, assessments, charges, fines, and impositions attributable to the Property which have priority or may attain priority over this Security Instrument, (b) leasehold payments or ground rents on the Property, if any, and (c) Community Association Dues, Fees, and Assessments, if any. If any of these items are Escrow Items, Borrower will pay them in the manner provided in Section 3.

Borrower must promptly discharge any lien that has priority or may attain priority over this Security Instrument unless Borrower: (aa) 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 under such agreement; (bb) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which Lender determines, in its sole discretion, operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (cc) secures from the holder of the lien an agreement satisfactory to Lender that subordinates the lien to this Security Instrument (collectively, the "Required Actions"). If Lender determines that any part of the Property is subject to a lien that has priority or may attain priority over this Security Instrument and Borrower has not taken any of the Required Actions in regard to such lien, Lender may give Borrower a notice identifying the lien. Within 10 days after the date on which that notice is given, Borrower must satisfy the lien or take one or more of the Required Actions.

5. Property Insurance.

(a) Insurance Requirement; Coverages. Borrower must keep the improvements now existing or subsequently 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, winds, and floods, for which Lender requires insurance. Borrower must maintain the types of insurance Lender requires 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, and may exceed any minimum coverage required by Applicable Law. Borrower may choose the insurance carrier providing the insurance, subject to Lender's right to disapprove Borrower's choice, which right will not be exercised unreasonably.



(b) Failure to Maintain Insurance. If Lender has a reasonable basis to believe that Borrower has failed to maintain any of the required insurance coverages described above, Lender may obtain insurance coverage, at Lender's option and at Borrower's expense. Unless required by Applicable Law, Lender is under no obligation to advance premiums for, or to seek to reinstate, any prior lapsed coverage obtained by Borrower. Lender is under no obligation to purchase any particular type or amount of coverage and may select the provider of such insurance in its sole discretion. Before purchasing such coverage, Lender will notify Borrower if required to do so under Applicable Law. Any such coverage will insure Lender, but 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, but not exceeding the coverage required under Section 5(a). Borrower acknowledges that the cost of the insurance coverage so obtained may significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender for costs associated with reinstating Borrower's insurance policy or with placing new insurance under this Section 5 will become additional debt of Borrower secured by this Security Instrument. These amounts will bear interest at the Note rate from the date of disbursement and will be payable, with such interest, upon notice from Lender to Borrower requesting payment.

(c) Insurance Policies. All insurance policies required by Lender and renewals of such policies: (i) will be subject to Lender's right to disapprove such policies; (ii) must include a standard mortgage clause; and (iii) must name Lender as mortgagee and/or as an additional loss payee. Lender will have the right to hold the policies and renewal certificates. If Lender requires, Borrower will promptly give to Lender proof 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 Property, such policy must include a standard mortgage clause and must name Lender as mortgagee and/or as an additional loss payee.

(d) Proof of Loss; Application of Proceeds. In the event of loss, Borrower must give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Any insurance proceeds, whether or not the underlying insurance was required by Lender, will be applied to restoration or repair of the Property, if Lender deems the restoration or repair to be economically feasible and determines that Lender's security will not be lessened by such restoration or repair.

If the Property is to be repaired or restored, Lender will disburse from the insurance proceeds any initial amounts that are necessary to begin the repair or restoration, subject to any restrictions applicable to Lender. During the subsequent repair and restoration period, Lender will 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 (which may include satisfying Lender's minimum eligibility requirements for persons repairing the Property, including, but not limited to, licensing, bond, and insurance requirements) provided that such inspection must 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, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. Lender will not be required to pay Borrower any interest or earnings on such insurance proceeds unless Lender and Borrower agree in writing or Applicable Law requires otherwise. Fees for public adjusters, or other third parties, retained by Borrower will not be paid out of the insurance proceeds and will be the sole obligation of Borrower.

If Lender deems the restoration or repair not to be economically feasible or Lender's security would be lessened by such restoration or repair, the insurance proceeds will 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 will be applied in the order that Partial Payments are applied in Section 2(b).

(e) **Insurance Settlements; Assignment of Proceeds.** 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 26 or otherwise, Borrower is unconditionally assigning to Lender (i) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note and this Security Instrument, and (ii) 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, to the extent that such rights are applicable to the coverage of the Property. If Lender files, negotiates, or settles a claim, Borrower agrees that any insurance proceeds may be made payable directly to Lender without the need to include Borrower as an additional loss payee. Lender may use the insurance proceeds either to repair or restore the Property (as provided in Section 5(d)) or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower must occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and must 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 will not be unreasonably withheld, or unless extenuating circumstances exist that are beyond Borrower's control.

7. **Preservation, Maintenance, and Protection of the Property; Inspections.** Borrower will 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 must maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless Lender determines pursuant to Section 5 that repair or restoration is not economically feasible, Borrower will promptly repair the Property if damaged to avoid further deterioration or damage.

If insurance or condemnation proceeds are paid to Lender in connection with damage to, or the taking of, the Property, Borrower will 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, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower remains obligated to complete such repair or restoration.

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

8. **Borrower's Loan Application.** Borrower will be in Default if, during the Loan application process, Borrower or any persons or entities acting at Borrower's direction 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, including, but not limited to, overstating Borrower's income or assets, understating or failing to provide documentation of Borrower's debt



obligations and liabilities, and misrepresenting Borrower's occupancy or intended occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.

(a) **Protection of Lender's Interest.** If: (i) Borrower fails to perform the covenants and agreements contained in this Security Instrument; (ii) there is a legal proceeding or government order 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 that has priority or may attain priority over this Security Instrument, or to enforce laws or regulations); or (iii) Lender reasonably believes that 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/or 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 may include, but are not limited to: (I) paying any sums secured by a lien that has priority or may attain priority over this Security Instrument; (II) appearing in court; and (III) paying: (A) reasonable attorneys' fees and costs, if permitted by Applicable Law; (B) property inspection and valuation fees; and (C) other fees incurred for the purpose of protecting Lender's interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding, unless prohibited by Applicable Law. Securing the Property includes, but is not limited to, exterior and interior inspections of the Property, entering the Property to make repairs, changing locks, replacing or boarding up doors and windows, draining water from pipes, eliminating building or other code violations or dangerous conditions, and having utilities turned on or off. Although Lender may take action under this Section 9, Lender is not required to do so and is not under any duty or obligation to do so, unless required by Applicable Law. Lender will not be liable for not taking any or all actions authorized under this Section 9.

(b) **Avoiding Foreclosure; Mitigating Losses.** If Borrower is in Default, Lender may work with Borrower to avoid foreclosure and/or mitigate Lender's potential losses, but is not obligated to do so unless required by Applicable Law. Lender may take reasonable actions to evaluate Borrower for available alternatives to foreclosure, including, but not limited to, obtaining credit reports, title reports, title insurance, property valuations, subordination agreements, and third-party approvals. Borrower authorizes and consents to these actions. Any costs associated with such loss mitigation activities may be paid by Lender and recovered from Borrower as described below in Section 9(c), unless prohibited by Applicable Law.

(c) **Additional Amounts Secured.** Any amounts disbursed by Lender under this Section 9 will become additional debt of Borrower secured by this Security Instrument. These amounts may bear interest at the Note rate from the date of disbursement and will be payable, with such interest, upon notice from Lender to Borrower requesting payment.

(d) **Leasehold Terms.** If this Security Instrument is on a leasehold, Borrower will comply with all the provisions of the lease. Borrower will not surrender the leasehold estate and interests conveyed or terminate or cancel the ground lease. Borrower will not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title will not merge unless Lender agrees to the merger in writing.

10. Assignment of Rents.

(a) **Assignment of Rents.** If the Property is leased to, used by, or occupied by a third party ("Tenant"), Borrower is unconditionally assigning and transferring to Lender any Rents, regardless of to whom the Rents are payable. Borrower authorizes Lender to collect the Rents, and agrees that each Tenant



will pay the Rents to Lender. However, Borrower will receive the Rents until (i) Lender has given Borrower notice of Default pursuant to Section 26, and (ii) Lender has given notice to the Tenant that the Rents are to be paid to Lender. This Section 10 constitutes an absolute assignment and not an assignment for additional security only.

(b) Notice of Default. If Lender gives notice of Default to Borrower: (i) all Rents received by Borrower must be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender will be entitled to collect and receive all of the Rents; (iii) Borrower agrees to instruct each Tenant that Tenant is to pay all Rents due and unpaid to Lender upon Lender's written demand to the Tenant; (iv) Borrower will ensure that each Tenant pays all Rents due to Lender and will take whatever action is necessary to collect such Rents if not paid to Lender; (v) unless Applicable Law provides otherwise, all Rents collected by Lender will be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, reasonable attorneys' fees and costs, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments, and other charges on the Property, and then to any other sums secured by this Security Instrument; (vi) Lender, or any judicially appointed receiver, will be liable to account for only those Rents actually received; and (vii) Lender will be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

(c) Funds Paid by Lender. If the Rents are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents, any funds paid by Lender for such purposes will become indebtedness of Borrower to Lender secured by this Security Instrument pursuant to Section 9.

(d) Limitation on Collection of Rents. Borrower may not collect any of the Rents more than one month in advance of the time when the Rents become due, except for security or similar deposits.

(e) No Other Assignment of Rents. Borrower represents, warrants, covenants, and agrees that Borrower has not signed any prior assignment of the Rents, will not make any further assignment of the Rents, and has not performed, and will not perform, any act that could prevent Lender from exercising its rights under this Security Instrument.

(f) Control and Maintenance of the Property. Unless required by Applicable Law, Lender, or a receiver appointed under Applicable Law, is not obligated to enter upon, take control of, or maintain the Property before or after giving notice of Default to Borrower. However, Lender, or a receiver appointed under Applicable Law, may do so at any time when Borrower is in Default, subject to Applicable Law.

(g) Additional Provisions. Any application of the Rents will not cure or waive any Default or invalidate any other right or remedy of Lender. This Section 10 does not relieve Borrower of Borrower's obligations under Section 6.

This Section 10 will terminate when all the sums secured by this Security Instrument are paid in full.

11. Mortgage Insurance.

(a) Payment of Premiums; Substitution of Policy; Loss Reserve; Protection of Lender. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower will pay the premiums required to maintain the Mortgage Insurance in effect. If Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, and (i) the Mortgage Insurance coverage required by Lender ceases for any reason to be available from the mortgage insurer that previously provided such insurance, or (ii) Lender determines in its sole discretion that such mortgage insurer is no longer eligible to provide the Mortgage Insurance coverage required by Lender, Borrower will 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 will 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 will be non-refundable, even when the Loan is paid in full, and Lender will not be required to pay Borrower any interest or earnings on such loss reserve.

Lender will 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 will 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 11 affects Borrower's obligation to pay interest at the Note rate.

(b) Mortgage Insurance Agreements. Mortgage Insurance reimburses Lender for certain losses Lender may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance policy or coverage.

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 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, 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. Any such agreements will not: (i) affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan; (ii) increase the amount Borrower will owe for Mortgage Insurance; (iii) entitle Borrower to any refund; or (iv) affect the rights Borrower has, if any, with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 (12 U.S.C. § 4901 *et seq.*), as it may be amended from time to time, or any additional or successor federal legislation or regulation that governs the same subject matter ("HPA"). These rights under the HPA may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage 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.

12. Assignment and Application of Miscellaneous Proceeds; Forfeiture.

(a) Assignment of Miscellaneous Proceeds. Borrower is unconditionally assigning the right to receive all Miscellaneous Proceeds to Lender and agrees that such amounts will be paid to Lender.

(b) Application of Miscellaneous Proceeds upon Damage to Property. If the Property is damaged, any Miscellaneous Proceeds will be applied to restoration or repair of the Property, if Lender deems the restoration or repair to be economically feasible and Lender's security will not be lessened by such



restoration or repair. During such repair and restoration period, Lender will have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect the Property to ensure the work has been completed to Lender's satisfaction (which may include satisfying Lender's minimum eligibility requirements for persons repairing the Property, including, but not limited to, licensing, bond, and insurance requirements) provided that such inspection must 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, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. Unless Lender and Borrower agree in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender will not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If Lender deems the restoration or repair not to be economically feasible or Lender's security would be lessened by such restoration or repair, the Miscellaneous Proceeds will 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 will be applied in the order that Partial Payments are applied in Section 2(b).

(c) Application of Miscellaneous Proceeds upon Condemnation, Destruction, or Loss in Value of the Property. In the event of a total taking, destruction, or loss in value of the Property, all of the Miscellaneous Proceeds will 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 (each, a "Partial Devaluation") where the fair market value of the Property immediately before the Partial Devaluation is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the Partial Devaluation, a percentage of the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument unless Borrower and Lender otherwise agree in writing. The amount of the Miscellaneous Proceeds that will be so applied is determined by multiplying the total amount of the Miscellaneous Proceeds by a percentage calculated by taking (i) the total amount of the sums secured immediately before the Partial Devaluation, and dividing it by (ii) the fair market value of the Property immediately before the Partial Devaluation. Any balance of the Miscellaneous Proceeds will be paid to Borrower.

In the event of a Partial Devaluation where the fair market value of the Property immediately before the Partial Devaluation is less than the amount of the sums secured immediately before the Partial Devaluation, all of the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument, whether or not the sums are then due, unless Borrower and Lender otherwise agree in writing.

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

(e) Proceeding Affecting Lender's Interest in the Property. Borrower will be in Default if any action or proceeding begins, whether civil or criminal, 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 20, 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. Borrower is unconditionally assigning to Lender the proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property, which proceeds will be paid to Lender. All Miscellaneous Proceeds that are not applied to restoration or repair of the Property will be applied in the order that Partial Payments are applied in Section 2(b).

13. Borrower Not Released; Forbearance by Lender Not a Waiver. Borrower or any Successor in Interest of Borrower will not be released from liability under this Security Instrument if Lender extends the time for payment or modifies the amortization of the sums secured by this Security Instrument. Lender will 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, will not be a waiver of, or preclude the exercise of, any right or remedy by Lender.

14. Joint and Several Liability; Signatories; Successors and Assigns Bound. Borrower's obligations and liability under this Security Instrument will be joint and several. However, any Borrower who signs this Security Instrument but does not sign the Note: (a) signs this Security Instrument to mortgage, grant, and convey such Borrower's entire interest in the Property under the terms of this Security Instrument; (b) signs this Security Instrument to waive any applicable inchoate rights, including but not limited to the dower interest under Ohio Rev. Code § 2103.02, to the fullest extent allowed by law; (c) signs this Security Instrument to assign any Miscellaneous Proceeds, Rents, or other earnings from the Property to Lender; (d) is not personally obligated to pay the sums due under the Note or this Security Instrument; and (e) agrees that Lender and any other Borrower can agree to extend, modify, forbear, or make any accommodations with regard to the terms of the Note or this Security Instrument without such Borrower's consent and without affecting such Borrower's obligations under this Security Instrument.

Subject to the provisions of Section 19, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, will obtain all of Borrower's rights, obligations, and benefits under this Security Instrument. Borrower will not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing.

15. Loan Charges.

(a) Tax and Flood Determination Fees. Lender may require Borrower to pay (i) a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan, and (ii) 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 that reasonably might affect such determination or certification. Borrower will also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency, or any successor agency, at any time during the Loan term, in connection with any flood zone determinations.

(b) Default Charges. If permitted under Applicable Law, Lender may charge Borrower fees for services performed in connection with Borrower's Default to protect Lender's interest in the Property and rights under this Security Instrument, including: (i) reasonable attorneys' fees and costs; (ii) property inspection, valuation, mediation, and loss mitigation fees; and (iii) other related fees.



(c) **Permissibility of Fees.** In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower should 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.

(d) **Savings Clause.** If Applicable Law 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 (i) any such loan charge will be reduced by the amount necessary to reduce the charge to the permitted limit, and (ii) 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). To the extent permitted by Applicable Law, 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.

16. Notices; Borrower's Physical Address. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing.

(a) **Notices to Borrower.** Unless Applicable Law requires a different method, any written notice to Borrower in connection with this Security Instrument will be deemed to have been given to Borrower when (i) mailed by first class mail, or (ii) actually delivered to Borrower's Notice Address (as defined in Section 16(c) below) if sent by means other than first class mail or Electronic Communication (as defined in Section 16(b) below). Notice to any one Borrower will constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. If any notice to Borrower required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

(b) **Electronic Notice to Borrower.** Unless another delivery method is required by Applicable Law, Lender may provide notice to Borrower by e-mail or other electronic communication ("Electronic Communication") if: (i) agreed to by Lender and Borrower in writing; (ii) Borrower has provided Lender with Borrower's e-mail or other electronic address ("Electronic Address"); (iii) Lender provides Borrower with the option to receive notices by first class mail or by other non-Electronic Communication instead of by Electronic Communication; and (iv) Lender otherwise complies with Applicable Law. Any notice to Borrower sent by Electronic Communication in connection with this Security Instrument will be deemed to have been given to Borrower when sent unless Lender becomes aware that such notice is not delivered. If Lender becomes aware that any notice sent by Electronic Communication is not delivered, Lender will resend such communication to Borrower by first class mail or by other non-Electronic Communication. Borrower may withdraw the agreement to receive Electronic Communications from Lender at any time by providing written notice to Lender of Borrower's withdrawal of such agreement.

(c) **Borrower's Notice Address.** The address to which Lender will send Borrower notice ("Notice Address") will be the Property Address unless Borrower has designated a different address by written notice to Lender. If Lender and Borrower have agreed that notice may be given by Electronic Communication, then Borrower may designate an Electronic Address as Notice Address. Borrower will promptly notify Lender of Borrower's change of Notice Address, including any changes to Borrower's Electronic Address if designated as Notice Address. If Lender specifies a procedure for reporting Borrower's change of Notice Address, then Borrower will report a change of Notice Address only through that specified procedure.



(d) Notices to Lender. Any notice to Lender will be given by delivering it or by mailing it by first class mail to Lender's address stated in this Security Instrument unless Lender has designated another address (including an Electronic Address) by notice to Borrower. Any notice in connection with this Security Instrument will be deemed to have been given to Lender only when actually received by Lender at Lender's designated address (which may include an Electronic Address). If any notice to Lender required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

(e) Borrower's Physical Address. In addition to the designated Notice Address, Borrower will provide Lender with the address where Borrower physically resides, if different from the Property Address, and notify Lender whenever this address changes.

17. Governing Law; Severability; Rules of Construction. This Security Instrument is governed by federal law and the law of the State of Ohio. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. If any provision of this Security Instrument or the Note conflicts with Applicable Law (i) such conflict will not affect other provisions of this Security Instrument or the Note that can be given effect without the conflicting provision, and (ii) such conflicting provision, to the extent possible, will be considered modified to comply with Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence should not be construed as a prohibition against agreement by contract. Any action required under this Security Instrument to be made in accordance with Applicable Law is to be made in accordance with the Applicable Law in effect at the time the action is undertaken.

As used in this Security Instrument: (a) words in the singular will mean and include the plural and vice versa; (b) the word "may" gives sole discretion without any obligation to take any action; (c) any reference to "Section" in this document refers to Sections contained in this Security Instrument unless otherwise noted; and (d) the headings and captions are inserted for convenience of reference and do not define, limit, or describe the scope or intent of this Security Instrument or any particular Section, paragraph, or provision.

18. Borrower's Copy. One Borrower will be given one copy of the Note and of this Security Instrument.

19. Transfer of the Property or a Beneficial Interest in Borrower. For purposes of this Section 19 only, "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 to a purchaser at a future date.

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, Lender will not exercise this option if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender will give Borrower notice of acceleration. The notice will provide a period of not less than 30 days from the date the notice is given in accordance with Section 16 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to, or upon, the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower and will be entitled to collect all expenses incurred in pursuing such remedies, including, but not limited to: (a) reasonable attorneys' fees and costs;



(b) property inspection and valuation fees; and (c) other fees incurred to protect Lender's Interest in the Property and/or rights under this Security Instrument.

20. Borrower's Right to Reinstate the Loan after Acceleration. If Borrower meets certain conditions, Borrower will have the right to reinstate the Loan and have enforcement of this Security Instrument discontinued at any time up to the later of (a) five days before any foreclosure sale of the Property, or (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate. This right to reinstate will not apply in the case of acceleration under Section 19.

To reinstate the Loan, Borrower must satisfy all of the following conditions: (aa) pay Lender all sums that then would be due under this Security Instrument and the Note as if no acceleration had occurred; (bb) cure any Default of any other covenants or agreements under this Security Instrument or the Note; (cc) pay all expenses incurred in enforcing this Security Instrument or the Note, including, but not limited to: (i) reasonable attorneys' fees and costs, if permitted by Applicable Law; (ii) property inspection and valuation fees; and (iii) other fees incurred to protect Lender's interest in the Property and/or rights under this Security Instrument or the Note; and (dd) take such action as Lender may reasonably require to assure that Lender's interest in the Property and/or rights under this Security Instrument or the Note, and Borrower's obligation to pay the sums secured by this Security Instrument or the Note, will 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: (aaa) cash; (bbb) money order; (ccc) 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 U.S. federal agency, instrumentality, or entity; or (ddd) Electronic Fund Transfer. Upon Borrower's reinstatement of the Loan, this Security Instrument and obligations secured by this Security Instrument will remain fully effective as if no acceleration had occurred.

21. Sale of Note. The Note or a partial interest in the Note, together with this Security Instrument, may be sold or otherwise transferred one or more times. Upon such a sale or other transfer, all of Lender's rights and obligations under this Security Instrument will convey to Lender's successors and assigns.

22. Loan Servicer. Lender may take any action permitted under this Security Instrument through the Loan Servicer or another authorized representative, such as a sub-servicer. Borrower understands that the Loan Servicer or other authorized representative of Lender has the right and authority to take any such action.

The Loan Servicer may change one or more times during the term of the Note. The Loan Servicer may or may not be the holder of the Note. The Loan Servicer has the right and authority to: (a) collect Periodic Payments and any other amounts due under the Note and this Security Instrument; (b) perform any other mortgage loan servicing obligations; and (c) exercise any rights under the Note, this Security Instrument, and Applicable Law on behalf of Lender. 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.

23. Notice of Grievance. Until Borrower or Lender has notified the other party (in accordance with Section 16) of an alleged breach and afforded the other party a reasonable period after the giving of such notice to take corrective action, neither Borrower nor Lender may commence, join, or be joined to any judicial action (either as an individual litigant or a member of a class) that (a) arises from the other party's actions pursuant to this Security Instrument or the Note, or (b) alleges that the other party has breached any provision of this Security Instrument or the Note. If Applicable Law provides a time period that must elapse



before certain action can be taken, that time period will be deemed to be reasonable for purposes of this Section 23. The notice of Default given to Borrower pursuant to Section 26(a) and the notice of acceleration given to Borrower pursuant to Section 19 will be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 23.

24. Hazardous Substances.

(a) **Definitions.** As used in this Section 24: (i) "Environmental Law" means any Applicable Laws where the Property is located that relate to health, safety, or environmental protection; (ii) "Hazardous Substances" include (A) those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law, and (B) the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, corrosive materials or agents, and radioactive materials; (iii) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (iv) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

(b) **Restrictions on Use of Hazardous Substances.** Borrower will 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 will not do, nor allow anyone else to do, anything affecting the Property that: (i) violates Environmental Law; (ii) creates an Environmental Condition; or (iii) due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects or could adversely affect the value of the Property. The preceding two sentences will 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).

(c) **Notices; Remedial Actions.** Borrower will promptly give Lender written notice of: (i) 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; (ii) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release, or threat of release of any Hazardous Substance; and (iii) any condition caused by the presence, use, or release of a Hazardous Substance that 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 will promptly take all necessary remedial actions in accordance with Environmental Law. Nothing in this Security Instrument will create any obligation on Lender for an Environmental Cleanup.

25. **Electronic Note Signed with Borrower's Electronic Signature.** If the Note evidencing the debt for this Loan is electronic, Borrower acknowledges and represents to Lender that Borrower: (a) expressly consented and intended to sign the electronic Note using an Electronic Signature adopted by Borrower ("Borrower's Electronic Signature") instead of signing a paper Note with Borrower's written pen and ink signature; (b) did not withdraw Borrower's express consent to sign the electronic Note using Borrower's Electronic Signature; (c) understood that by signing the electronic Note using Borrower's Electronic Signature, Borrower promised to pay the debt evidenced by the electronic Note in accordance with its terms; and (d) signed the electronic Note with Borrower's Electronic Signature with the intent and understanding that by doing so, Borrower promised to pay the debt evidenced by the electronic Note in accordance with its terms.



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

26. Acceleration; Remedies.

(a) **Notice of Default.** Lender will give a notice of Default to Borrower prior to acceleration following Borrower's Default, except that such notice of Default will not be sent when Lender exercises its right under Section 19 unless Applicable Law provides otherwise. The notice will specify, in addition to any other information required by Applicable Law: (i) the Default; (ii) the action required to cure the Default; (iii) a date, not less than 30 days (or as otherwise specified by Applicable Law) from the date the notice is given to Borrower, by which the Default must be cured; (iv) 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; (v) Borrower's right to reinstate after acceleration; and (vi) Borrower's right to deny in the foreclosure proceeding the existence of a Default or to assert any other defense of Borrower to acceleration and foreclosure.

(b) **Acceleration; Foreclosure; Expenses.** If the Default is not cured on or before the date specified in the notice, Lender 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 will be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 26, including, but not limited to: (i) reasonable attorneys' fees and costs; to the extent permitted by Applicable Law, and as authorized by a court in the judicial foreclosure proceeding; (ii) property inspection and valuation fees; and (iii) other fees incurred to protect Lender's interest in the Property and/or rights under this Security Instrument.

27. Release. Upon payment of all sums secured by this Security Instrument, Lender will discharge this Security Instrument. Borrower will pay any recordation costs associated with such release. 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.

28. Certain Other Advances. In addition to any other sum secured by this Security Instrument, this Security Instrument will 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, FAIRFIELD 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 28 to acknowledge, affirm, and comply with the provision of Section 5301.233 of the Ohio Revised Code.

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

Executed this 8th day of April 2025



Borrower Ignacio Carreon Alvarez Date 4-8-25



Borrower Rosario Martinez Gonzalez Date 4-8-25

(Execution in accordance with Chapter 5301 of the Revised Code.)

OHIO - Single Family
Fannie Mae/Freddie Mac UNIFORM INSTRUMENT (MERS)
Form 3036 07/2021 Page 20 of 21
With Authorized Changes

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_____ [Space Below This Line For Acknowledgment] _____

State of OHIO

County of FAIRFIELD

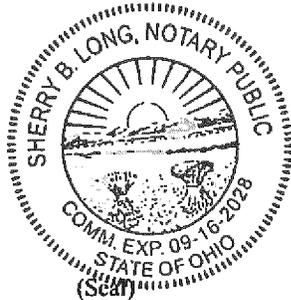
The foregoing instrument was acknowledged before me this April 8, 2025
(date)

by Ignacio Carreon Alvarez AND Rosario Martinez Gonzalez

(name of person acknowledging)

Sherry B. Long
(Signature of Person Taking Acknowledgment)

Notary Public
(Title or Rank)



This Instrument Prepared By: **United Wholesale Mortgage, LLC**
585 South Boulevard E
Pontiac, MI 48341
(800) 981-8898

Loan Originator: Paul Crosby, NMLSR ID 2030277
Loan Originator Organization: NEXA Mortgage, NMLSR ID 1660690

OHIO - Single Family
Fannie Mae/Freddie Mac UNIFORM INSTRUMENT (MERS)
Form 3036 07/2021 Page 21 of 21
With Authorized Changes

DocMagic eForms



EXHIBIT "A"

LEGAL DESCRIPTION

20250096

Situated in the State of Ohio, County of Fairfield and in the Township of Violet:

Being out of the Northwest corner of the west one-half of Section 21, Township 16, Range 20, and bounded and described as follows:

Beginning at a point in the center line of County Road and at the northwest corner of the west one-half of said Section;

thence along the Licking-Fairfield County line, south 85 degrees 15 minutes east (passing an iron pipe at 19 feet) 549 feet to an iron pipe; thence south 4 degrees 58 minutes west 420 feet to an iron pipe;

thence north 85 degrees 15 minutes west (passing an iron pipe at 533.45 feet) 549 feet to a railroad spike in the center line of the County Road; thence along the center line of said road and the west line of Section 21, north 4 degrees 58 minutes east 420 feet to the place of beginning, containing 5.291 acres, more or less.

Subject to right of way for an easement of Ingress and Egress across said property to the premises in rear originally purchased by H.D. Young.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

Beginning at a point in the owner's southwest property corner, the center line of Taylor Road and the west line of Section 21, said point being 153.78 feet left of Station 112+24.23 in the centerline of a survey made in 1964 by the Ohio Department of Highways of Interstate Route 70, Sections 0.00/0.00 in Fairfield/Licking counties;

thence, easterly passing through the existing easterly right of way line of Taylor Road, to a point 140 feet left of Station 114+00.00;

thence, northeasterly to a point 146.00 feet left of Point of Curvature Station 115+56.51;

thence, northeasterly to a point in the owners' easterly property line, said point being 150.00 feet left of the radially from Station 118+20.50;

thence, southerly with the owners' easterly property line, passing through said centerline of survey at Station 117+56.00, to a point in owners' southeasterly property corner, said point being 47.00 feet right of and radially from Station 117+35.00;

thence, westerly with the owners' southerly property line, passing through said centerline of survey at Station 116+23.00, to a point 25.00 feet left of Point of Curvature Station 115+56.51;

thence, westerly with the owners' southerly property line, passing through the existing easterly right of way line of Taylor Road to the point of beginning of this parcel, containing 1.25 acres, more or less.

Together with all rights or easements of access to or from said limited access highway, from or to the land of said persons abutting upon that portion of said limited access highway, between the following points:

From a point 153.78 feet left of the centerline of Station 112+24.23 to a point 150 feet left of centerline Station 118+20.50 as shown by the plans of said improvement herein referred to.

Said stations being the Station numbers as stipulated in the hereinbefore mentioned survey.

Property Address: 13920 Taylor Road SW, Reynoldsburg, OH 43068

Parcel ID: 0360078900

202400003057

FILED FOR RECORD IN
FAIRFIELD COUNTY, OH
LISA MCKENZIE, COUNTY RECORDER
03/01/2024 02:35 PM
MORTGAGE 214.00

Space above for Recorder's use
**OPEN-END MORTGAGE,
ASSIGNMENT OF RENTS AND SECURITY AGREEMENT**

THIS OPEN-END MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT (herein, "Instrument") is made this **28th** day of **February, 2024**, between the Mortgagor, **C & M Investments Ohio LLC, an Ohio limited liability company**, whose mailing address is **810 Kimball Place, Columbus, Ohio 43205** ("Borrower"), and the Mortgagee, **WILDCAT LENDING FUND TWO, LP**, a Texas limited partnership, whose address is 4800 Dexter Dr., Plano, Texas 75093 ("Lender").

WHEREAS, Borrower is indebted to Lender, in the principal sum of **\$299,000.00**, which indebtedness is evidenced by Borrower's Real Estate Lien Note in that principal amount, dated of even date herewith, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on **August 28, 2024**;

NOW, THEREFORE, IN ORDER TO SECURE TO LENDER (a) the repayment of the indebtedness evidenced by such Real Estate Lien Note, with interest thereon, and together with all renewals, extensions and modifications thereof and substitutes therefor (collectively, the "Note"); (b) the payment of all other sums with interest thereon advanced in accordance herewith to protect the security of this Instrument; (c) the payment of costs and expenses incurred by Lender in the enforcement of this Instrument, including without limitation reasonable attorneys' fees; and (d) the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant, convey and assign to Lender the following described real property:

See legal description attached hereto as Exhibit "A" and made a part hereof;

TOGETHER with all buildings, other improvements, structures and tenements now situated or hereafter erected thereon, and all heretofore or hereafter vacated alleys and streets abutting said premises, and all easements, rights, contract rights (including contracts for the sale of such real property and contracts relating to construction thereon), appurtenances, rents, royalties, mineral, oil

13920 Taylor Rd NW, Reynoldsburg, Ohio 43068
**OPEN END MORTGAGE,
ASSIGNMENT OF RENTS AND SECURITY AGREEMENT- OH**
4860-9412-0361.1

Page 1

and gas rights (including all rents and royalties accrued or to accrue under all oil, gas or mineral leases), issues and profits (including, but not limited to, all unsevered crops, or Borrower's interest therein), water, water rights, and water stock appurtenant to said premises, and all fixtures, machinery, equipment, engines, boilers, incinerators, building materials, appliances and goods of every nature whatsoever, now owned or hereafter acquired by Borrower, now existing or hereafter arising and now or hereafter located in, or on, or used or intended to be used in connection with, said premises, or intended and designated (wherever located) to be incorporated into the structure(s) situated on said premises, including without limitation fixtures and equipment for supplying or distributing heating, cooling, electricity, gas, water, sewage, air and light, and all elevators and related machinery and equipment, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, heating, lighting, cooking, ventilating, cooling, air-conditioning and refrigerating apparatus and equipment, oil and other fuel-burning systems and equipment, water heaters, radiator covers, water closets, sinks, appliances, awnings, storm windows and storm doors, screens, door and window screens, mantels, blinds, shades, curtains and curtain rods, mirrors, cabinets, paneling, unattached rugs, carpet, linoleum and other attached floor coverings, furniture, furnishings, wall and in-a-door beds, stoves, and such goods and chattels and personal property as are ever furnished by landlords in letting or operating an unfurnished building, or which are or shall be attached to said building by nails, screws, bolts, pipe connections, masonry or in other manner, and all additions thereto and replacements thereof, computer equipment, office equipment, pictures, antennas, trees and plants; and Borrower's rights as lessee under any leases of any of the above items; and all trademarks, tradenames and trade systems used in the operation of Borrower's business on the premises; and all permits, licenses and approvals necessary to operate the improvements; and Borrower's rights in the plans and specifications for the improvements; and Borrower's rights in all contracts and agreements used or useful in the operation of the improvements; and all accounts arising from all rents and revenues, whether now due, past due, or to become due by virtue of any lease, residence agreement, license or other agreement for the occupancy or use of all or any part of the premises and improvements; all of which, including replacements, additions, accessions and substitutions relating thereto and all proceeds thereof, being hereby deemed a part of the premises encumbered by this Instrument and, together with the real property, collectively, the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant, convey and assign the Property; that the Property is unencumbered except for the lien of this Instrument and those valid exceptions filed of record encumbering the Property (collectively, the "Permitted Encumbrances"); and that Borrower will warrant and defend generally the title to the Property against all claims and demands, whatsoever, except for the Permitted Encumbrances.

Borrower further covenants and agrees with Lender as follows:

1. PAYMENT OF PRINCIPAL AND INTEREST. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, any prepayment and late charges provided in the Note, and all other sums secured by this Instrument.

2. FUNDS FOR TAXES, INSURANCE AND OTHER CHARGES. When requested by the Lender, Borrower will pay with and in addition to the monthly payments of principal and interest payable under the terms of this Instrument, on the same day as the principal

and interest installments are due and payable, a sum (herein, "Funds") equal to one-twelfth of (a) the yearly water and sewer rates and taxes and assessments which may be levied on the Property; (b) the yearly premium installments for fire and other hazard insurance, rent loss insurance and such other insurance covering the Property as Lender may require pursuant to paragraph 5 hereof; and (c) such other Funds for other taxes, charges, premiums, assessments and impositions in connection with Borrower or the Property which Lender shall reasonably deem necessary to protect Lender's interests ("Other Impositions"); all as reasonably estimated initially and from time to time by Lender. If the amount so paid is not sufficient to pay such Funds, then Borrowers will deposit immediately with the Lender an amount sufficient to pay such Funds.

Upon any Default (as hereinafter defined) under this Instrument, which continues at the expiration of any applicable notice and cure period, if any, Lender shall have the right, at its option, and if Lender does not elect to accelerate the indebtedness secured hereby and to pursue its other remedies, to require Borrower to pay to Lender in monthly installments, until the Note is paid in full, such sums equal to the Funds as provided for hereunder. The Funds shall be held and applied by Lender to pay said rates, taxes, assessments, insurance premiums and Other Impositions so long as no subsequent Default has occurred. Lender shall make no charge for so holding and applying the Funds, analyzing said account or for verifying and compiling said assessments and bills, unless Lender is required under applicable law to pay Borrower interest, earnings or profits on the Funds and applicable law permits Lender to make such a charge. Unless applicable law requires interest, earnings or profits to be paid, Lender shall not be required to pay Borrower any interest, earnings or profits on the Funds.

Upon the subsequent occurrence of a Default, Lender may apply, in any amount and in any order as Lender shall determine in Lender's sole discretion, any Funds held by Lender at the time of application (a) to pay rates, taxes, assessments, insurance premiums and Other Impositions which are now or will hereafter become due, or (b) as a credit against sums secured by this Instrument.

If at any time the amount of the Funds held by Lender is less than the amount deemed necessary by Lender to pay water and sewer rates, taxes, assessments, insurance premiums, and Other Impositions, as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency immediately after notice from Lender to Borrower requesting payment thereof. If the amount of the Funds held by Lender at the time of its accounting thereof exceeds the amount deemed necessary by Lender to provide for the payment of water and sewer rates, taxes, assessments, insurance premiums, and Other Impositions, as they fall due, such excess shall be credited to Borrower on the next monthly installment or installments of Funds due. If the amount of Funds paid at any time under this paragraph is in excess of the amount needed to pay such Funds in any calendar year, such excess shall be applied to the next maturing installments of principal and interest payable under the terms of the Note. All deposits made pursuant to this paragraph shall be held by the Lender as additional security for the payment of the debt described herein and shall not be assigned, attached or otherwise alienated except when transferred by Borrowers to a new owner of the Property concurrently with a bona fide sale of the Property. Upon payment in full of all sums secured by this Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

3. APPLICATION OF PAYMENTS. Unless applicable law provides otherwise, all payments received by Lender from Borrower under the Note or this Instrument shall be applied by Lender in the following order of priority: (a) amounts payable to Lender by Borrower under

paragraph 2 hereof; (b) interest payable on the Note; (c) principal of the Note; (d) interest payable on advances made pursuant to paragraph 8 hereof; (e) principal of advances made pursuant to paragraph 8 hereof; and (f) any other sums secured by this Instrument in such order as Lender, at Lender's option, may determine; provided, however, that Lender may, at Lender's option, apply any sums payable pursuant to paragraph 8 hereof prior to interest on and principal of the Note, but such application shall not otherwise affect the order of priority of application specified in this paragraph 3.

4. CHARGES; LIENS. Borrower shall pay (prior to delinquency) all water and sewer rates, rents, taxes, assessments, premiums, and Other Impositions attributable to the Property and, upon Lender's written request, shall promptly furnish to Lender receipts evidencing such payments. Borrower will defend the title and possession of the Property to the end that this Instrument shall be and remain a first lien on the Property until the indebtedness secured by this Instrument is paid. The word "assessments" as used in this Instrument, shall include not only assessments by political subdivisions, but also maintenance charges, regular assessments and special assessments assessed by subdivision restrictions, homeowner's declarations for planned unit developments and assessments by condominium agreements, if any.

Borrower shall promptly discharge any lien which has, or may have, priority over or equality with, the lien of this Instrument, and Borrower shall pay, when due, the claims of all persons supplying labor or materials to or in connection with the Property. Without Lender's prior written permission, Borrower shall not allow any lien, encumbrance, or other interest in the Property inferior to the lien of this Instrument to be perfected against the Property.

5. HAZARD INSURANCE. Borrower shall keep the improvements now existing or hereafter erected on the Property insured for the protection of Lender by carriers at all times satisfactory to Lender against loss by fire, hazards included within the term "all risk coverage", rent loss or business interruption, "commercial general liability", "builder's risk" and such other hazards, casualties, liabilities and contingencies as Lender shall require and in such amounts and for such periods as Lender shall require, and Borrower shall keep the policies therefor, properly endorsed, on deposit with the Lender.

All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard New York mortgage clause in favor of and Lender, or otherwise in form acceptable to Lender. Borrower shall deliver to Lender a certificate of such insurance in form and content satisfactory to Lender and a certified copy of the policy. Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. At least 30 days prior to the expiration date of a policy, Borrower shall deliver to Lender a renewal certificate in form and content satisfactory to Lender. If renewal policies are not delivered to the Lender 30 days before the expiration date of a policy, with evidence of premiums paid, the Lender may, but is not obligated to, obtain the required insurance on behalf of Borrower (or insurance in favor of the Lender alone) and pay the premiums thereon. Borrower assigns to Lender all right and interest in all such policies of insurance and authorizes the Lender to collect for, adjust or compromise any losses under any insurance policy on the Property, and loss proceeds (less expense of collection) shall, at the Lender's option, be applied on the indebtedness secured by this Instrument, whether due or not, or to the restoration of the Property, or be released to Borrower, but such application or release shall not cure or waive any default.

In the event of loss, Borrower shall give immediate written notice to the insurance carrier and to Lender. If Borrower fails to take appropriate action(s) within 5 business days after receipt of written demand by Lender, Borrower authorizes and empowers Lender, as attorney-in-fact for Borrower, to make proof of loss, to adjust and compromise any claim under insurance policies, to appear in and prosecute any action arising from such insurance policies, to collect and receive insurance proceeds, and to deduct therefrom Lender's expenses incurred in the collection of such proceeds; provided, however, that nothing contained in this paragraph shall require Lender to incur any expense or take any action hereunder. Borrower further authorizes Lender, at Lender's option, (a) to hold the balance of such proceeds to be used to reimburse Borrower for the cost of restoration of the Property or (b) to apply the balance of such proceeds to the payment of the sums secured by this Instrument, whether or not then due, in the order of application set forth in paragraph 3 hereof, with any remaining balance to be paid to the person or persons legally entitled thereto.

If the insurance proceeds are held by Lender to reimburse Borrower for the cost of restoration of the Property, the Property shall be restored to the equivalent of its original condition or such other condition as Lender may approve in writing. Lender may, at Lender's option, condition disbursement of said proceeds on Lender's approval of such plans and specifications of an architect satisfactory to Lender, contractor's cost estimates, architect's certificates, waivers of liens, sworn statements of mechanics and materialmen and such other evidence of costs, percentage completion of construction, application of payments, and satisfaction of liens as Lender may reasonably require.

If the insurance proceeds are applied to the payment of the sums secured by this Instrument, any such application of proceeds to principal shall not extend or postpone the due dates of the installments referred to in paragraphs 1 and 2 hereof or change the amounts of such installments.

If the Property is sold pursuant to paragraph 25 hereof or if Lender acquires title to the Property, Lender shall have all of the right, title and interest of Borrower in and to any insurance policies and unearned premiums thereon and in and to the proceeds resulting from any damage to the Property prior to such sale or acquisition.

6. PRESERVATION AND MAINTENANCE OF PROPERTY. Borrower (a) shall not commit waste or permit impairment or deterioration of the Property, (b) shall not abandon the Property, (c) shall restore or repair promptly and in a good and workmanlike manner all or any part of the Property to the equivalent of its original condition, or such other condition as Lender may approve in writing, in the event of any damage, injury or loss thereto, whether or not insurance proceeds are sufficient to cover in whole or in part the costs of such restoration or repair, (d) shall keep the Property, including improvements, fixtures, equipment, machinery and appliances thereon in good repair and shall replace fixtures, equipment, machinery and appliances on the Property when necessary to keep such items in good repair, (e) shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property, and (f) shall give notice in writing to Lender of and, unless otherwise directed in writing by Lender, appear in and defend any action or proceeding purporting to affect the Property, the security of this Instrument or the rights or powers of Lender. Neither Borrower nor any tenant or other person shall remove, demolish or alter any improvement now existing or hereafter erected on the Property or any fixture, equipment, machinery or appliance in or on the Property except when incident to the replacement

of fixtures, equipment, machinery and appliances with items of like kind and except as may be permitted in leases approved by Lender.

7. USE OF PROPERTY. Unless required by applicable law or unless Lender has otherwise agreed in writing, Borrower shall not allow changes in the use for which all or any part of the Property was intended at the time this Instrument was executed. Borrower shall not initiate or acquiesce in a change in the zoning classification of the Property without Lender's prior written consent.

8. PROTECTION OF LENDER'S SECURITY. If Borrower fails to perform the covenants and agreements contained in this Instrument, or if any action or proceeding is commenced which affects the Property or title thereto or the interest of Lender therein, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender, at Lender's option, may make such appearances, disburse such sums and take such action as Lender deems necessary, in its sole discretion, to protect Lender's interest, including, but not limited to, (a) disbursement of reasonable attorney's fees, (b) entry upon the Property to make repairs, and (c) procurement of satisfactory insurance as provided in paragraph 5 hereof.

Any amounts disbursed by Lender pursuant to this paragraph, with interest thereon, shall become additional indebtedness of Borrower secured by this Instrument. Unless Borrower and Lender agree to other terms of payment, such amounts shall be immediately due and payable and shall bear interest from the date of disbursement at the default rate stated in the Note unless collection from Borrower of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate which may be collected from Borrower under applicable law. Borrower hereby covenants and agrees that Lender shall be subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the indebtedness secured hereby. Nothing contained in this paragraph shall require Lender to incur any expense or take any action hereunder.

Borrower will pay all attorneys' fees and expenses which may be incurred by the Lender in enforcing the terms of the Note and this Instrument or in any suit which the Lender may become a party where this Instrument or the Property is in any manner involved, and all expenses incurred in presenting a claim against the estate of a decedent or a bankrupt and will also pay any attorney's fees and expenses reasonably incurred in connection with the assignment to Lender of any leases subsequently entered into by Borrower which by the terms hereof are required to be assigned to Lender as additional collateral to secure payment of the indebtedness herein secured as well as any and all such fees and expenses reasonably incurred prior to full and final payment of such indebtedness relating to future advances, transfer of title to the premises and similar matters not otherwise provided for herein.

9. INSPECTION. Lender may make or cause to be made reasonable entries upon and inspections of the Property.

10. BOOKS AND RECORDS. Borrower shall keep and maintain at all times complete and accurate books of accounts and records adequate to reflect correctly the results of the operation of the Property and copies of all written contracts, leases and other instruments which affect the

Property. Such books, records, contracts, leases and other instruments shall be subject to examination and inspection at any reasonable time by Lender.

11. CONDEMNATION. Borrower shall promptly notify Lender of any action or proceeding relating to any condemnation or other taking, whether direct or indirect, of the Property, or part thereof, and Borrower shall appear in and prosecute any such action or proceeding unless otherwise directed by Lender.

If Borrower fails to take appropriate action(s) within 5 business days after receipt of written demand by Lender, Borrower authorizes Lender, at Lender's option, as attorney-in-fact for Borrower to commence, appear in and prosecute, in Lender's or Borrower's name any action or proceeding relating to any condemnation or other taking of the Property, whether direct or indirect, and to settle or compromise any claim in connection with such condemnation or other taking. The proceeds of any award, payment or claim for damages, direct or consequential, in connection with any condemnation or other taking, whether direct or indirect, of the Property, or part thereof, or for conveyances in lieu of condemnation, are hereby assigned to and shall be paid to Lender. Borrower authorizes Lender to apply such awards, payments, proceeds or damages, after the deduction of Lender's expenses incurred in the collection of such amounts, at Lender's option, to restoration of the Property or to payment of the sums secured by this Instrument, whether or not then due, in the order of application set forth in paragraph 3 hereof, with the balance, if any, to the person or persons legally entitled thereto. Unless Borrower and Lender otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. Borrower agrees to execute such further evidence of assignment of any awards, proceeds, damages or claims arising in connection with such condemnation or taking as Lender may require.

12. BORROWER AND LIEN NOT RELEASED. From time to time, Lender may, at Lender's option, without giving notice to or obtaining the consent of Borrower, Borrower's successors or assigns or of any junior lienholder or guarantors, without liability on Lender's part and notwithstanding Default, extend the time for payment of said indebtedness or any part thereof, reduce the payments thereon, release anyone liable on any of said indebtedness, accept a renewal note or notes therefor, release from the lien of this Instrument any part of the Property, take or release other or additional security, reconvey any part of the Property, consent to any map or plan of the Property, consent to the granting of any easement, join in any extension or subordination agreement, or agree in writing with Borrower to modify the rate of interest or period of amortization of the Note or to change the amount of the installments payable thereunder. Any actions taken by Lender pursuant to the terms of this paragraph shall not affect the obligation of Borrower or Borrower's successors or assigns to pay the sums secured by this Instrument and to observe the covenants of Borrower contained herein, shall not affect the guaranty of any person, corporation, partnership or other entity for payment of the indebtedness secured hereby, and shall not affect the lien or priority of lien hereof on the Property, but shall extend the lien hereof as against the title of all parties having any interest in the Property which interest is subject to this Instrument. Borrower shall pay Lender a reasonable service charge, together with such title insurance premiums and reasonable attorney's fees as may be incurred, at Lender's option, for any such action if taken at Borrower's request.

13. FORBEARANCE BY LENDER NOT A WAIVER. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy. The acceptance by Lender of payment of any sum secured by this Instrument after the due date of such payment shall not be a waiver of Lender's right to either require prompt payment when due of all other sums so secured or to declare a Default for failure to make prompt payment. Acceptance by the Lender of any payment in an amount less than the amount then due on the indebtedness secured under this instrument shall be deemed an acceptance on account only, and the failure to pay the entire amount then due shall be and continue to be a Default. At any time thereafter, and until the entire amount then due on said debt has been paid, the Lender shall be entitled to exercise all rights conferred upon it in this instrument upon the occurrence of a Default. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Instrument. Lender's receipt of any awards, proceeds or damages under paragraphs 5 and 11 hereof shall not operate to cure or waive a Default.

14. ESTOPPEL CERTIFICATE. Within 10 days after receipt of a written request from Lender, Borrower shall furnish Lender with a written statement, duly acknowledged, setting forth the sums secured by this Instrument and any right of set-off, counterclaim or other defense which exists against such sums and the obligations of this Instrument.

15. UNIFORM COMMERCIAL CODE SECURITY AGREEMENT. With respect to any personal property herein described this Instrument shall constitute a Security Agreement pursuant to the Uniform Commercial Code, as amended, between Borrower and Lender, and cumulative of all other rights of Lender hereunder, Lender shall have all of the rights conferred upon secured parties by the Uniform Commercial Code, as amended, as to this property. This Instrument, as a Financing Statement, covers the following types of property: minerals, crops and goods that are, or are to become, fixtures as more fully described herein, and related to the real estate described therein, and it is intended that as to those goods and the proceeds thereof, this Instrument shall be effective as a Financing Statement filed as a mineral, crop and fixture filing from the date of its filing for record in the real estate records (or other appropriate index) of the county in which the land is located. Until the lien of this Instrument is released or satisfied of record, Borrower agrees, if requested by Lender so to do, to execute one or more Financing Statements covering such personal property, in the manner and form required by law and to the satisfaction of Lender. Borrower agrees to pay Lender's charge, to the maximum amount permitted by law, for any statement by Lender regarding the obligations secured by this Instrument, requested by Borrower or on behalf of Borrower. On demand, Borrower will promptly pay all costs and expenses of filing Financing Statements, continuation statements, partial releases and termination statements deemed necessary or appropriate by Lender to establish and maintain the validity and priority of the security interest of Lender or any modification thereof, and all costs and expenses of any searches reasonably required by Lender. Lender may exercise any or all of the remedies of a secured party available to it under the Uniform Commercial Code, as amended, and may invoke any of the remedies provided in paragraph 25 of this Instrument, with respect to such personal property. It is expressly agreed that if upon the occurrence of a Default Lender should proceed to dispose of the collateral in accordance with the provisions of the Uniform Commercial Code, as amended, ten (10) days' notice by Lender to Borrower shall be deemed to be reasonable notice under any provision of the Uniform Commercial Code, as amended, requiring such notice; provided, however, that Lender may at its option dispose of the collateral in accordance with

Lender's rights and remedies in respect of the real property pursuant to the provisions of this Instrument, in lieu of proceeding under the Uniform Commercial Code, as amended. In exercising any of remedies provided under this paragraph, Lender may proceed against the items of real property and any items of personal property specified above as part of the Property separately or together and in any order whatsoever, without in any way affecting the availability of Lender's remedies under the Uniform Commercial Code or of the remedies provided in paragraph 25 of this Instrument.

If proceeds from the Instrument include advances for the construction on the Property, the following is applicable: this Instrument secures future advances to be used for construction of improvements on the Property. Accordingly, this Instrument constitutes a "construction mortgage" under the Ohio Uniform Commercial Code. This Instrument shall also constitute a "fixture filing" for the purposes of the Ohio Uniform Commercial Code. All or part of the Property are or are to become fixtures; information concerning the security interest herein granted may be obtained from the parties hereto at the addresses set forth on the first page hereof. For purposes of the security interest herein granted, the address of Borrower and the address of the Lender is set forth herein.

Lender shall have the right from time to time to place a sign on the Property that financing has been provided by Lender. The sign shall be of such size, and contain such information, as Lender may reasonably require. Such signage shall be subject to applicable law and deed restrictions, if any.

16. LEASES OF THE PROPERTY. Borrower shall comply with and observe Borrower's obligations as landlord under all leases (including any and all "Lease(s)" as such term is defined herein) of the Property or any part thereof. Borrower shall furnish Lender with executed copies of all leases now existing or hereafter made of all or any part of the Property, and all leases now or hereafter entered into will be in form and substance subject to the approval of Lender. Unless otherwise directed by Lender, all leases of the Property shall specifically provide that such leases are subordinate to this Instrument; that the tenant attorns to Lender, such attornment to be effective upon Lender's acquisition of title to the Property; that the tenant agrees to execute such further evidences of attornment as Lender may from time to time request, that the attornment of the tenant shall not be terminated by foreclosure; and that Lender may, at Lender's option, accept or reject such attornments. Borrower shall not, without Lender's written consent, execute, modify, surrender or terminate, either orally or in writing, any lease now existing or hereafter made of all or any part of the Property providing for a term of 3 years or more, permit an assignment or sublease of such a lease without Lender's written consent, or request or consent to the subordination of any lease of all or any part of the Property to any lien subordinate to this Instrument. If Borrower becomes aware that any tenant proposes to do, or is doing, any act or thing which may give rise to any right of set-off against rent, Borrower shall (a) take such steps as are reasonably calculated to prevent the accrual of any right to a set-off against rent, (b) notify Lender thereof and of the amount of said set-offs, and (c) within 10 days after such accrual, reimburse the tenant who shall have acquired such right to set-off or take such other steps as shall effectively discharge such set-off and as shall assure that rents thereafter due shall continue to be payable without set-off or deduction.

Borrower does hereby assign to Lender, as additional security, all leases now existing or hereafter made of all or any part of the Property and, to the extent permitted by applicable law, all

security deposits made by tenants thereunder. Upon Default, Lender, at Lender's option, shall have all of the rights and powers possessed by Borrower prior to such assignment.

17. REMEDIES CUMULATIVE. Each remedy provided in this Instrument is distinct and cumulative to all other rights or remedies under this Instrument or afforded by law or equity, and may be exercised concurrently, independently, or successively, in any order whatsoever.

18. ACCELERATION IN CASE OF BORROWER'S INSOLVENCY. If Borrower voluntarily files a petition under the Federal Bankruptcy Code, as such Code may from time to time be amended, or under any similar or successor Federal Statute relating to bankruptcy, insolvency, arrangements or reorganizations, or under any state bankruptcy or insolvency act, or files an answer in an involuntary proceeding admitting insolvency or failure to pay debts as they come due, or if Borrower fails within 90 days to obtain a vacation, stay or dismissal of involuntary proceedings brought for the reorganization, dissolution or liquidation of Borrower, or if an order for relief under the Federal Bankruptcy Code shall be entered against Borrower, or if a trustee, receiver or custodian shall be appointed for Borrower or Borrower's property, or if the Property shall become subject to the jurisdiction of a Federal bankruptcy court or similar state court, or if Borrower shall make an assignment for the benefit of Borrower's creditors, or if there is an attachment, execution or other judicial seizure of any portion of Borrower's assets and such seizure is not discharged within 90 days, then Lender may, at Lender's option, declare all of the sums secured by this Instrument to be immediately due and payable without prior notice to Borrower, and Lender may invoke any remedies permitted by paragraph 25 of this Instrument. Any reasonable attorney's fees and other expenses incurred by Lender in connection with Borrower's bankruptcy or any of the other aforesaid events shall be additional indebtedness of Borrower secured by this Instrument pursuant to paragraph 8 hereof.

19. TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN BORROWER. In the event Borrower, or any owner of the Property, without first obtaining approval of Lender (which approval shall be in Lender's sole discretion), should sell, transfer, convey, further encumber, or otherwise dispose of the Property, or any part thereof, at any time before this Instrument is fully released and discharged, Lender shall have the option to declare the all of the sums secured by this Instrument to be immediately due and payable, and if the same is not paid within ten (10) days after the same is declared due and payable, Lender may invoke any remedies permitted by paragraph 25 of this Instrument.. Failure to exercise this option shall not be considered as a waiver of the rights conferred in this paragraph 19, but said option may be exercised at any time.

Lender may, at Lender's option, without notice to Borrower, deal with any successor or successors in interest, with reference to this Instrument and to said debt in the same manner as with Borrowers without in any way vitiating or discharging Borrower's liability hereunder or upon the debt. No sale of the Property and no forbearance on the part of the Lender and no extension of the time for the payment of the debt hereby secured, given by the Lender, shall operate to release, modify, change, or affect the original liability of Borrower, either in whole or in part.

Any sale of the Property under this Instrument shall, without further notice, create the relation of landlord and tenant at sufferance between the purchaser and Borrower or any person holding possession of the Property through Borrower, and upon failure of Borrower or such person

to surrender possession thereof immediately, Borrower or such person may be removed by a writ of possession of the purchaser, in such court having venue.

20. NOTICE. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Instrument or in the Note shall be given by mailing such notice by certified mail, return receipt requested, addressed to Borrower at Borrower’s address as shown on Lender’s records or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, addressed to Lender at Lender’s principal place of business at 4800 Dexter Dr., Plano, Texas 75093, or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Instrument or in the Note shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

21. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; AGENTS; CAPTIONS. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 19 hereof. All covenants and agreements of Borrower shall be joint and several. In exercising any rights hereunder or taking any actions provided for herein, Lender may act through its employees, agents or independent contractors as authorized by Lender. Whenever used the singular number shall include the plural, the plural the singular, the use of any gender shall include all genders. The words “Borrower” and “Lender” shall include their heirs, executors, administrators, successors and assigns and the word “Lender”. The captions and headings of the paragraphs of this Instrument are for convenience only and are not to be used to interpret or define the provisions hereof.

22. GOVERNING LAW; SEVERABILITY. This Instrument shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision of this Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Instrument or the Note which can be given effect without the conflicting provisions, and to this end the provisions of this Instrument and the Note are declared to be severable. In the event that any applicable law limiting the amount of interest or other charge permitted to be collected from Borrower is interpreted so that any charge provided for in this Instrument or in the Note, whether considered separately or together with other charges levied in connection with this Instrument and the Note, violates such law, and Borrower is entitled to the benefit of such law, such charge is hereby reduced to the extent necessary to eliminate such violation. The amounts, if any, previously paid to Lender in excess of the amounts payable to Lender pursuant to such charges as reduced shall be applied by Lender to reduce the principal of the indebtedness evidenced by the Note. For the purpose of determining whether any applicable law limiting the amount of interest or other charges permitted to be collected from Borrower has been violated, all indebtedness which is secured by this Instrument or evidenced by the Note and which constitutes interest, as well as all other charges levied in connection with such indebtedness which constitute interest, shall be deemed to be uniformly allocated and spread over the stated term of the Note.

In the event of the passage after the date of this instrument of any law, which deducts any lien on the Property from the value of the Property for the purposes of taxation of mortgages, deeds of trust or debts secured thereby, for state or local purposes, or which law changes the manner of collection of any such taxes so as to affect the interest of the Lender, the whole sum secured by this

Instrument with interest thereon, at the option of the Lender, shall immediately become due, payable and collectible without notice to any party.

23. WAIVER OF STATUTE OF LIMITATIONS. Borrower hereby waives the right to assert any statute of limitations as a bar to the enforcement of the lien of this Instrument or to any action brought to enforce the Note or any other obligation secured by this Instrument.

24. WAIVER OF MARSHALLING. Notwithstanding the existence of any other security interests in the Property held by Lender or by any other party, Lender shall have the right to determine the order in which any or all of the Property shall be subjected to the remedies provided herein. Lender shall have the right to determine the order in which any or all portions of the indebtedness secured hereby are satisfied from the proceeds realized upon the exercise of the remedies provided herein. Borrower, any party who consents to this Instrument, and any party who now or hereafter acquires a security interest in the Property and who has actual or constructive notice hereof hereby waives any and all right to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein.

25. ACCELERATION; REMEDIES.

(A) The occurrence of any one or more of the following shall constitute a "Default" as said term is used herein:

(i) Borrower shall fail to pay any principal of or interest or any other amounts due on the Note when the same becomes due and payable or within any grace period described in the Note; or

(ii) Borrower shall fail to pay any amounts due under this the Instrument when the same becomes due and payable or within any grace period described in the Note; or

(iii) Borrower shall fail to comply with any of the provisions, conditions, or covenants contained in this Instrument within any grace period described herein;

(iv) Borrower shall default under any of the provisions, conditions, or covenants contained in the Note; or

(v) Borrower shall default under any other indebtedness of Borrower to Lender.

(B) Upon the occurrence of a Default, Lender, at Lender's option, may declare all of the sums secured by this Instrument to be immediately due and payable without further demand and may foreclose this Instrument by judicial proceeding and may invoke any other remedies permitted by applicable law or as provided herein. Lender shall be entitled to collect all costs and expenses incurred in pursuing such remedies, including, but not limited to reasonable attorneys' fees, costs of documentary evidence, abstracts and title reports, all of which shall become additional indebtedness secured by this Instrument.

Without limiting the foregoing, upon occurrence of a Default, Lender may take any one or more of the following actions not contrary to law:

(i) Foreclose this Instrument by legal proceedings and collect its actual attorney fees as awarded by a court of competent jurisdiction;

(ii) Lender, at Lender's option, without notice, may take possession of the Property, rent the same for the account of Borrower, deduct from the rents all expenses, and apply the remainder to the indebtedness secured by this Instrument;

(iii) With respect to any personal property described this Instrument, exercise any of the rights and remedies of a creditor under the Uniform Commercial Code, any other applicable law, or any court order;

(iv) Enter upon the Property and take other actions as the Lender deems appropriate to perform the Borrower's obligations under this Instrument, to inspect, repair, protect or preserve the Property, to investigate or test for the presence of any hazardous materials, and/or to appraise the Property, each of the rights under this subparagraph being specifically enforceable since there is not adequate monetary remedy available to the Lender;

(v) Exercise any and all rights granted to the Lender herein or under the Note; and/or

(vi) Take any other action allowed at law or in equity.

Neither the exercise of, nor the failure to exercise, any option or remedy given under the terms of this Instrument shall be considered as a waiver of the right to exercise the same, or any other option given herein.

26. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. As part of the consideration for the indebtedness evidenced by the Note, and to secure performance of all obligations thereunder and under this Instrument, Borrower hereby absolutely, unconditionally and presently sells, assigns and transfers to Lender (a) any and all leases, licenses or other agreements for the occupancy or use of all or any part of the Property, (including, but not limited to, billboard leases, and all management agreements relating thereto), together with any extensions or renewals thereof and any guaranties of or other security for any tenant's obligations thereunder; (hereinafter called a "Lease" or the "Leases"), and (b) all of the rents, income, receipts, revenues, insurance proceeds, judgments, issues and profits now due or which may hereafter become due under the Leases or any extensions or renewals thereof, as well as all monies due and to become due to Borrower under the Leases for services, materials or installations supplied, whether or not the same were supplied under the terms of the Leases (such rents, income, receipts, revenues, issues, profits and other monies assigned thereby being hereinafter called the "Rents"), regardless of to whom said Rents of the Property are payable; together with any and all rights and remedies which Borrower may have against any tenant under any of the Leases or others in possession of the Property or any part thereof for the collection or recovery of monies so assigned, TO HAVE AND TO HOLD the same unto Lender, and Lender's successors or assigns. Borrower hereby authorizes Lender or Lender's agents to collect the aforesaid Rents and hereby directs each tenant of the Property to pay such rents to Lender or Lender's agents; provided, however, that prior to the occurrence of a Default by Borrower, Borrower shall have a revocable license to collect and receive all Rents of the Property as trustee

for the benefit of Lender and Borrower. Borrower shall apply the Rents so collected to the sums secured by this Instrument in the order provided in paragraph 3 hereof with the balance, so long as no Default has occurred, to the account of Borrower, it being intended by Borrower and Lender that this assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

From and after the occurrence of a Default, and without the necessity of Lender or Lender entering upon and taking and maintaining full control of the Property in person, by agent or by a court-appointed receiver, Borrower's license to collect and receive all Rents of the Property as provided herein shall be revoked and all Rents assigned hereunder shall be paid directly to Lender. Lender may notify the tenants under the Leases or any other parties in possession of the Property to pay all of the Rents directly to Lender, for which written advice of this Instrument to such parties shall be sufficient notice. Rents so paid to Lender may be applied by Lender, at Lender's sole discretion, to the payment of the costs and expenses of the operation of the Property, to the payment of accrued interest and principal under the Note or this Instrument, and/or to the prepayment of the indebtedness under the Note or this Instrument, all in such order and in such respective amounts as Lender shall from time to time determine.

Borrower hereby represents, warrants and agrees that:

(i) Borrower has not executed any prior assignment of said rents, that Borrower has not performed, and will not perform, any acts and has not executed, and will not execute, any instrument which would prevent Lender from exercising its rights under this paragraph,

(ii) Borrower will, at Borrower's sole cost and expense, perform and discharge all of the obligations and undertakings of the landlord under the Leases;

(iii) Borrower will use all reasonable efforts to enforce or secure the performance of each and every obligation and undertaking of the tenants under the Leases and will appear in and prosecute or defend any action or proceeding arising under, or in any manner connected with, the Leases or the obligations and undertakings of the tenants thereunder;

(iv) Borrower will not, without the prior written consent of Lender, (a) pledge, transfer, mortgage or otherwise encumber or assign the Leases or the Rents; (b) waive, excuse, condone or in any manner release or discharge any tenant under any of the Leases; (c) disaffirm, cancel, terminate or consent to any surrender of any of the Leases; (d) modify, extend or in any way alter the terms of any of the Leases so as to reduce or diminish or postpone the payments of Rents; or (e) anticipate Rents more than 30 days prior to accrual.

(v) there are no existing defaults under any of the Leases, and Borrower has not performed any act or executed any instrument which might prevent Lender from operating under any of the terms and provisions hereof or which would limit Lender in such operation; and

(vi) all Leases demising the Property shall be bona fide, arm's length Leases, and shall be reasonably acceptable to Lender, and shall have a term of at least one (1) year. Prior to Borrower's execution thereof, each Lease, if requested by Lender, shall be submitted to Lender for its written approval, which approval shall not be unreasonably withheld. Borrower shall include in

each of the Leases a provision requiring, and Lender shall be entitled to receive from any such tenant, from time to time, an estoppel certificate representing certain matters with respect to such Lease (or if such representation cannot be made, an explanation thereof), including, but not limited to, the following: that such Lease is in full force and effect; that the tenant is physically occupying the premises; that the tenant has no offsets or defenses thereto; the current rent being paid; the date to which rent has been paid; that the landlord is not in default thereunder; and that to tenant's best knowledge, there have been no prior assignments of such Lease, with said estoppel certificate to otherwise be in form and substance reasonably acceptable to Lender.

(vii) Borrower will execute and deliver to Lender such further assignments of Rents of the Property as Lender may from time to time request.

Anything to the contrary or seemingly to the contrary notwithstanding, (a) Borrower hereby assigns to Lender any award made hereafter to Borrower in any court proceeding involving any of the tenants under the Leases, in any bankruptcy, insolvency or reorganization proceeding in any state or federal court, and any and all payments made by said tenants in lieu of rent; and (b) Borrower hereby appoints Lender as Borrower's irrevocable attorney-in-fact to appear in any action and/or to collect any such award or payment; any such assignment and appointment to become operative upon the occurrence of a Default and to remain in full force and effect so long as any such Default continues.

Upon Default, Lender may in person, by agent or by a court-appointed receiver, regardless of the adequacy of Lender's security, enter upon and take possession of the Property and to manage and operate the same; to collect as herein provided all or any Rents accruing therefrom and from the Leases; to let or relet the Property or any part thereof; to cancel and modify leases, evict tenants and bring or defend any suits in connection with the possession of the Property, in Lender's own name or Borrower's name, pursuant to the terms of the Leases; to make repairs as Lender deems appropriate; and to perform such other acts in connection with the management and operation of the Property as Lender, in Lender's discretion, may deem proper.

If the rents of the Property are not sufficient to meet the costs, if any, of taking control of and managing the Property and collecting the rents, any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by this Instrument pursuant to paragraph 8 hereof. Unless Lender and Borrower agree in writing to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof and shall bear interest from the date of disbursement at the default rate stated in the Note.

Lender shall not be obligated to perform or discharge any obligation or duty to be performed or discharged by Borrower under any of the Leases, and Borrower hereby agrees to indemnify Lender for, and to save Lender harmless from, any and all liability arising from any of the Leases or from this Instrument. This assignment of Leases and Rents shall not place responsibility for the control, care, management or repair of the Property upon Lender, or make Lender responsible or liable for any negligence in the management, operation, upkeep, repair or control of the Property resulting in loss or damage or injury or death to any tenant, licensee, employee or stranger; provided, however, this covenant to indemnify and save Lender harmless shall not apply to any liability

caused by Lender's gross negligence or willful misconduct occurring while Lender has actual possession of the Property and is operating same pursuant hereto, upon foreclosure or otherwise.

Any entering upon and taking and maintaining of control of the Property by Lender or the receiver and any application of rents as provided herein shall not cure or waive any Default hereunder or invalidate any other right or remedy of Lender under applicable law or as provided herein. This assignment of rents shall terminate at such time as this Instrument ceases to secure indebtedness held by Lender.

27. HAZARDOUS SUBSTANCES.

(A) Borrower hereby covenants and agrees with Lender that the following terms shall have the following meanings:

(i) "Environmental Laws" means all federal, state and local laws, statutes, ordinances, and codes relating to the use, storage, treatment, generation, transportation, processing, handling, production or disposal of any Hazardous Substance and the rules, regulations, policies, guidelines, interpretations, decisions, orders and directives with respect thereto.

(ii) "Hazardous Substance" means, without limitation, any flammable explosives, radioactive materials, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum and petroleum based products, methane, hazardous materials, hazardous wastes, hazardous or toxic Substances or related materials, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 6901, et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. Sections 2601, et seq.), or any other applicable Environmental Law.

(iii) "Indemnitee" means Lender, its participants in the loan, and all subsequent holders of this Instrument, their respective successors and assigns, their respective officers, directors, employees, agents, representatives, contractors and subcontractors and any subsequent owner of the Property who acquires title thereto from or through Lender.

(iv) "Release" has the same meaning as given to that term in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et seq.), and the regulations promulgated thereunder.

(B) Borrower represents and warrants to Lender that, to its knowledge after due investigation, (i) the Property is not being and has not been used for the storage, treatment, generation, transportation, processing, handling, production or disposal of any Hazardous Substance in violation of any Environmental Laws; (ii) the Property does not contain any Hazardous Substance in violation of any Environmental Laws; (iii) there has been no Release of any Hazardous Substance on, at or from the Property or any property adjacent to or within the immediate vicinity of the Property, and Borrower has not received any form of notice or inquiry with regard to such a Release or the threat of such a Release; (iv) no event has occurred with respect to the Property which, with the passage of time or the giving of notice, or both, would constitute a violation of any

applicable Environmental Law; (v) there are no agreements or orders or directives of any federal, state or local governmental agency or authority relating to the Property which require any work, repair, construction, containment, clean up, investigations, studies, removal or other remedial action with respect to the Property; and (vi) there are no actions, suits, claims or proceedings, pending or threatened, which seek any remedy that arise out of the condition, ownership, use, operation, sale, transfer or conveyance of the Property and (a) a violation or alleged violation of any applicable Environmental Law, (b) the presence of any Hazardous Substance or a Release of any Hazardous Substance or the threat of such a Release, or (c) human exposure to any Hazardous Substance.

(C) Borrower covenants and agrees with Lender as follows:

(i) Borrower shall keep, and shall cause all operators, tenants, sub-tenants, licensees, and occupants of the Property to keep, the Property free of all Hazardous Substances, except for Hazardous Substances stored, treated, generated, transported, processed, handled, produced or disposed of in the normal operation of the Property, in accordance with all Environmental Laws.

(ii) Borrower shall comply with, and shall cause all operators, tenants, sub-tenants, licensees, and occupants of the Property to comply with, all Environmental Laws.

(iii) Borrower shall promptly provide Lender with a copy of all notifications which it gives or receives with respect to any past or present Release of any Hazardous Substance or the threat of such a Release on, at or from the Property or any property adjacent to or within the immediate vicinity of the Property.

(iv) Borrower shall undertake and complete all investigations, studies, sampling and testing for Hazardous Substances required by Lender and, in accordance with all Environmental Laws, all removal and other remedial actions necessary to contain, remove, and clean up all Hazardous Substances that are determined to be present at the Property in violation of any Environmental Law.

(v) Lender shall have the right, but not the obligation, to cure any violation by Borrower of the Environmental Laws and Lender's cost and expense to so cure shall be secured by this Instrument.

(D) Borrower covenants and agrees, at its sole cost and expense, to indemnify, defend and save harmless Indemnitee from and against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements and/or expenses (including, without limitation, reasonable attorneys' and experts' fees and expenses) of any kind or nature whatsoever which may at any time be imposed upon, incurred by or asserted or awarded against Indemnitee arising out of the condition, ownership, use, operation, sale, transfer or conveyance of the Property and (i) the storage, treatment, generation, transportation, processing, handling, production or disposal of any Hazardous Substance, (ii) the presence of any Hazardous Substance or a Release of any Hazardous Substance or the threat of such a Release, (iii) human exposure to any Hazardous Substance, (iv) a violation of any Environmental Law, or (v) a material misrepresentation or inaccuracy in any representation or warranty or material

breach of or failure to perform any covenant made by Borrower herein (collectively, the “Indemnified Matters”).

The liability of Borrower to Indemnitee hereunder shall in no way be limited, abridged, impaired or otherwise affected by (a) the repayment of all sums and the satisfaction of all obligations of Borrower under the Note, this Instrument, or any other instrument evidencing or securing the Note (collectively, the “Loan Documents”), (b) the foreclosure of this Instrument or the acceptance of a deed in lieu thereof, (c) any amendment or modification of the Loan Documents by or for the benefit of Borrower or any subsequent owner of the Property, (d) any extensions of time for payment or performance required by any of the Loan Documents, (e) the release or discharge of this Instrument or of Borrower, any guarantor of the loan, or any other person from the performance or observance of any of the agreements, covenants, terms or conditions contained in any of the Loan Documents whether by Lender, by operation of law, or otherwise, (f) the invalidity or unenforceability of any of the terms or provisions of the Loan Documents, (g) any applicable statute of limitations, (h) the sale or assignment of the Note or this Instrument, (i) the sale, transfer, or conveyance of all or part of the Property, (j) the dissolution or liquidation of Borrower, (k) the death or legal incapacity of Borrower, (l) the release or discharge, in whole or in part, of Borrower in any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or similar proceeding, or (m) any other circumstances which might otherwise constitute a legal or equitable release or discharge, in whole or in part, of Borrower under the Note or this Instrument.

The foregoing indemnity shall be in addition to any and all other obligations and liabilities Borrower may have to Lender at common law.

28. RELEASE. Upon payment of all sums secured by this Instrument, Lender shall discharge this Instrument. Borrower shall pay Lender’s reasonable costs incurred in discharging this Instrument.

29. PRIORITY OF MORTGAGE LIEN. Lender, at Lender’s option, is authorized and empowered to do all things provided to be done by a mortgagee under Section 1311.14 of the Revised Code of Ohio, and any present or future amendments or supplements thereto, for the protection of Lender’s interest in the Property.

30. FUTURE ADVANCES; OPEN END MORTGAGE. This Instrument is an Open-End Mortgage under Section 5301.232 of the Ohio Revised Code and is intended to secure the unpaid balances of loan advances which Lender may make after this Instrument has been delivered to the appropriate county recorder’s office for recordation. The maximum amount of the unpaid principal indebtedness secured hereby, exclusive of interest thereon, and advances for the payment of taxes, assessments, insurance premiums or costs incurred for the protection of the Property, which may be outstanding at any time is **\$299,000.00**. If and to the extent applicable, Mortgagor hereby waives any right it may have under Section 5301.232(c) of the Ohio Revised Code.

31. PARTIAL INVALIDITY. If the lien of this Instrument is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Property, the unsecured or partially secured portion of the debt shall be completely paid prior to the payment of the remaining and secured or partially secured portion of the debt, and all payments made on the

debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the debt which is not secured or fully secured by the lien of this Instrument.

32. ANTI-TERRORISM LAWS.

(A) Without limiting the requirements of this Instrument, Borrower has taken and shall continue to take until the indebtedness evidenced by the Note is fully repaid and all obligations hereunder are performed in full, such measures as are required by any and all Anti-Terrorism Laws to assure Lender that the funds invested in Borrower and/or used to make payments of such indebtedness and/or obligations are derived from (a) transactions and sources that do not violate any Anti-Terrorism Laws nor, to the extent such funds originate outside the United States, do not violate the laws of the jurisdiction from which they originated; and (b) permissible sources under Anti-Terrorism Laws or, to the extent such funds originate outside the United States, under the laws of the jurisdiction from which they originated. If Lender reasonably believes that Borrower, any guarantor, Constituent Party or any other affiliate or related person or entity to the foregoing parties may have breached any of the representations, warranties or covenants set forth in this Instrument or the other Loan Documents relating to any Anti-Terrorism Laws or the identity of any person or entity as a Prohibited Person, then, Lender shall have the right, with or without notice to Borrower, to (1) notify the appropriate governmental authority and to take such action as such governmental authority or applicable Anti-Terrorism Law may direct; (2) withhold advances and segregate the assets constituting the Loan or any of Borrower's funds or assets deposited with or otherwise controlled by Lender pursuant to the Loan Documents; (3) decline any payment (or deposit such payment with an appropriate United States governmental authority or court) or decline any prepayment or consent request; and/or (4) declare an Event of Default and immediately accelerate the Indebtedness in connection therewith. Borrower agrees that none of Borrower, any guarantor, Constituent Party or any other affiliate or related person or entity to the foregoing parties will assert any claim (and hereby waives, for itself and on behalf of the foregoing parties any claim it may now or hereafter have) against Lender or any of its affiliates, successors, assigns, representatives or agents for any form of damages as a result of the foregoing actions, regardless of whether or not Lender's reasonable belief is ultimately demonstrated to be accurate or not. Borrower acknowledges and understands that Lender may be required, and in such case hereby authorizes Lender to obtain, verify and record information that identifies Borrower, any guarantor, Constituent Party and any other affiliate or related person or entity to the foregoing parties, which information may include the names and addresses of such parties and other information that will allow Lender to identify such parties in accordance with the requirements of certain Anti-Terrorism Laws. None of Borrower, any guarantor, Constituent Party nor any person owning any interest in Borrower, any guarantor or Constituent Party (i) is a Prohibited Person, or (ii) has violated any Anti-Terrorism Laws. None of the funds of Borrower, any Constituent Party or any guarantor have been derived from any activity in violation of or prohibited by any Anti-Terrorism Laws. If at any time Borrower obtains knowledge that Borrower, any Constituent Party or any guarantor is, or becomes, a Prohibited Person or are indicted, arraigned or custodially detained on charges or allegations involving or relating to any Anti-Terrorism Laws, Borrower shall immediately notify Lender of same. Borrower shall upon request promptly deliver, or shall cause any guarantor or Constituent Party to promptly deliver, to Lender any reasonable evidence (including any requested certifications) confirming compliance by all such parties with all Anti-Terrorism Laws and

confirming that none of such parties (nor any person owning an interest in Borrower, any guarantor or any Constituent Party) is a "Prohibited Person."

(B) The following terms, as used in this Section 32, shall be defined as follows:

(i) **Anti-Terrorism Laws:** Any and all present or future judicial decisions, statutes, rulings, rules, regulations, permits, certificates, orders and ordinances of any governmental authority relating to terrorism or money laundering, including, without limitation, the United and Strengthening America By Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Pub. L. No. 107-56); the Trading With the Enemy Act (50 U.S.C.A. App 1 et seq.); the International Emergency Economic Powers Act (50 U.S.C.A. §1701-1706); Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 and the United States Treasury Department's Office of Foreign Assets Control list of "Specifically Designated and Blocked Persons" (as published from time to time in various mediums).

(ii) **Constituent Party:** Any (i) general partner, manager or managing member of Borrower, as applicable, and (ii) signatory to this Instrument on Borrower's behalf that is an entity or other business organization.

(iii) **Prohibited Person:** Any person or entity that (i) is specifically named or listed in, or is otherwise subject to, any Anti-Terrorism Laws; (ii) is owned or controlled by, or acting for or on behalf of any person or entity specifically named or listed, or otherwise subject to, any Anti-Terrorism Laws; (iii) Lender is prohibited from dealing with, or engaging in any transaction with, pursuant to any Anti-Terrorism Laws; or (iv) is affiliated with any person or entity described in clauses (i) through (iii) of this definition.

33. COMMERCIAL TRANSACTION. Borrower hereby acknowledges and confirms that no portion of the Property constitutes any portion of Borrower's homestead, and this lien is being granted for commercial purposes.

IN WITNESS WHEREOF, Borrower, by its duly authorized officer, has executed this Instrument.

BORROWER:

C & M Investments Ohio LLC
an Ohio limited liability company

By: 

Ignacio Carreon Alvarez

Its: **Sole Member**

STATE OF OHIO,

COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me this 29 day of FEB, 2024 by **Ignacio Carreon Alvarez, Sole Member of C & M Investments Ohio LLC, an Ohio limited liability company**, on behalf of said entity.


Notary Public



RICHARD M MAZER
Notary Public
State of Ohio
My Comm. Expires
August 19, 2028

**THIS INSTRUMENT PREPARED BY:
WHEN RECORDED RETURN TO:**
Wildcat Lending Fund Two, LP
4800 Dexter Drive
Plano, Texas 75093

EXHIBIT "A"

The Land referred to herein below is situated in the County of Fairfield, State of Ohio, and is described as follows:

Situated in the State of Ohio, County of Fairfield and in the Township of Violet:

Being out of the North West corner of the west one-half of Section 21, Township 16, Range 20, and bounded and described as follows:

Beginning at a point in the center line of County Road and at the northwest corner of the west one-half of said Section; thence along the Licking-Fairfield County line, south 85 degrees 15 minutes east (passing an iron pipe at 19 feet) 549 feet to an iron pipe; thence south 4 degrees 58 minutes west 420 feet to an iron pipe; thence north 85 degrees 15 minutes west (passing an iron pipe at 533.45 feet) 549 feet to a railroad spike in the center line of the County Road; thence along the center line of said road and the west line of Section 21, north 4 degrees 58 minutes east 420 feet to the place of beginning, containing 5.291 acres, more or less.

Subject to right of way for an easement of Ingress and Egress across said property to the premises in rear originally purchased by H.D. Young.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

Beginning at a point in the owner's southwest property corner, the center line of Taylor Road and the west line of Section 21, said point being 153.78 feet left of Station 112+24.23 in the centerline of a survey made in 1964 by the Ohio Department of Highways of Interstate Route 70, Sections 0.00/0.00 in Fairfield/Licking counties; thence, easterly passing through the existing easterly right of way line of Taylor Road, to a point 140 feet left of Station 114+00.00; thence, northeasterly to a point 146.00 feet left of Point of Curvature Station 115+56.51; thence, northeasterly to a point in the owners' easterly property line, said point being 150.00 feet left of the radially from Station 118+20.50; thence, southerly with the owners' easterly property line, passing through said centerline of survey at Station 117+56.00, to a point in owners' southeasterly property corner, said point being 47.00 feet right of and radially from Station 117+35.00; thence, westerly with the owners' southerly property line, passing through said centerline of survey at Station 116+23.00, to a point 25.00 feet left of Point of Curvature Station 115+56.51; thence, westerly with the owners' southerly property line, passing through the existing easterly right of way line of Taylor Road to the point of beginning of this parcel, containing 1.25 acres, more or less.

Together with all rights or easements of access to or from said limited access highway, from or to the land of said persons abutting upon that portion of said limited access highway, between the following points:

From a point 153.78 feet left of the centerline of Station 112+ 24.23 to a point 150 feet left of centerline Station 118+ 20.50 as shown by the plans of said improvement herein referred to. Said stations being the Station numbers as stipulated in the hereinbefore mentioned survey.

Owners' claim title by instrument recorded in Deed Record Volume 246, Page 148 of records of Fairfield County, Ohio.

Summary

Parcel Number 0360078900
 Location Address 13920 TAYLOR RD NW
 REYNOLDSBURG OH 43068
 Legal Description R 20 T 16 S 21 NW
 (Note: Not to be used on legal documents.)
 Property Class R - RESIDENTIAL
 Land Use (511) R - SINGLE FAMILY, O-9.999 AC
 Neighborhood 00066004
 Legal Acres 4.04
 City UNINCORPORATED
 Township VIOLET TOWNSHIP
 School District PICKERINGTON L.S.D.
 Owner Occupancy Credit NO
 Homestead Reduction NO

[View Map](#)

Owner

Owner
 ALVAREZ IGNACIO CARREON
 & GONZALEZ ROSARIO MARTINEZ SURV
 13920 TAYLOR RD NW
 REYNOLDSBURG OH 43068
Tax Mailing Address
 ALVAREZ IGNACIO CARREON
 & GONZALEZ ROSARIO MARTINEZ SURV
 13920 TAYLOR RD NW
 REYNOLDSBURG OH 43068

[Submit Mailing / Site Address Correction Request](#)

Valuation

Tax Year 2024 Certified Valuation

Tax Year	2024
Land Value	\$123,820.00
Building Value	\$110,340.00
Total Value (Appraised 100%)	\$234,160.00
Land Value	\$43,340.00
Building Value	\$38,620.00
Total Value (Assessed 35%)	\$81,960.00
Land CAUV Value	\$0.00
Taxable Value	\$81,960.00

Valuation History

Tax Year	Appraised Land Value	Appraised Building Value	Appraised Total Value	Assessed Land Value	Assessed Building Value	Assessed Total Value	CAUV	Taxable Value
2024	\$123,820	\$110,340	\$234,160	\$43,340	\$38,620	\$81,960	\$0	\$81,960
2023	\$123,820	\$110,340	\$234,160	\$43,340	\$38,620	\$81,960	\$0	\$81,960
2022	\$123,820	\$110,340	\$234,160	\$43,340	\$38,620	\$81,960	\$0	\$81,960
2021	\$112,560	\$81,730	\$194,290	\$39,400	\$28,610	\$68,010	\$0	\$68,010
2020	\$112,560	\$81,730	\$194,290	\$39,400	\$28,610	\$68,010	\$0	\$68,010
2019	\$112,560	\$81,730	\$194,290	\$39,400	\$28,610	\$68,010	\$0	\$68,010
2018	\$16,480	\$67,170	\$83,650	\$5,770	\$23,510	\$29,280	\$0	\$29,280
2017	\$16,480	\$67,170	\$83,650	\$5,770	\$23,510	\$29,280	\$0	\$29,280
2016	\$16,480	\$67,170	\$83,650	\$5,770	\$23,510	\$29,280	\$0	\$29,280
2015	\$16,480	\$64,140	\$80,620	\$5,770	\$22,450	\$28,220	\$0	\$28,220
2014	\$16,480	\$64,140	\$80,620	\$5,770	\$22,450	\$28,220	\$0	\$28,220
2013	\$16,480	\$64,140	\$80,620	\$5,770	\$22,450	\$28,220	\$0	\$28,220
2012	\$16,480	\$45,830	\$62,310	\$5,770	\$16,040	\$21,810	\$0	\$21,810

Land

Disclaimer: Acreage and Lot Sizes within this section do NOT represent the Legal Survey or Deeded Acreage of the parcel.
 Lots Sizes shown here are intended for valuation purposes only.

Description	Acres	Square Feet	Value
Homesite	1.0000	43,560	\$77,000
Undeveloped/Residual	3.0400	132,422	\$46,820

Total Acres:
4.0400
Total Land-Value:
\$123,820

Dwellings

Card	1	Condition	FR
Stories	1	Exterior Wall	ALUM/VINYL
Year Built	1947	Heat	AIR CONDITIONING
Total Rooms	7	Heating Fuel Type	GAS
Bedrooms	4	Attic	NONE
Full Baths	2	Basement	FULL
Half Baths	0	Fireplace Openings	2
Total Living Area	2052	WBFP Stacks	2
Rec Room Area	0	Prefab Fireplace	0
Brick/Stone Trim Area	128	Unfinished Area	0
Grade	D+	Finished Basement Area	0
Style	RANCH	Year Remodeled	0

Sales

Transfer Date	Sale Date	Seller	Buyer	Sale Price	Sale Validity	Book - Page	Instrument #
3/5/2025	3/4/2025	C&M INVESTMENTS OHIO LLC	ALVAREZ IGNACIO CARREON	\$0	NOT OPEN MARKET		202500003344
3/1/2024	2/29/2024	LUCHE INVESTMENT LLC	C&M INVESTMENTS OHIO LLC	\$240,000	NOT OPEN MARKET		202400003056
9/18/2023	9/15/2023	BIRCH HOMES LLC	LUCHE INVESTMENT LLC	\$175,000	NOT OPEN MARKET		202300014550
10/3/2022	9/15/2022	FOSTER STEPHEN SCOTT ET AL	BIRCH HOMES LLC	\$115,000	NOT OPEN MARKET		202200020121
6/6/2018	5/22/2018	FOSTER MARY A	FOSTER STEPHEN SCOTT ET AL	\$0	NOT OPEN MARKET	1766-4200	

Tax History

Taxes shown below HAVE BEEN certified by the Fairfield County Auditor.

Tax Year (click for detail)	Prior Charges	Full Year Total	Payments	Half Year Due	Full Year Due
2024 Pay 2025	\$0.00	\$6,506.48	\$6,506.48	\$0.00	\$0.00
2023 Pay 2024	\$0.00	\$8,430.35	\$6,331.03		
2022 Pay 2023	\$0.00	\$4,422.56	\$0.00		
2021 Pay 2022	\$0.00	\$3,918.89	\$3,918.89		
2020 Pay 2021	\$0.00	\$3,749.00	\$3,749.00		

Levies

Disclaimer:
 The levy calculator provides an estimate of tax liabilities based upon upcoming levies. Estimates may vary slightly from actual based upon credits and "rollbacks".

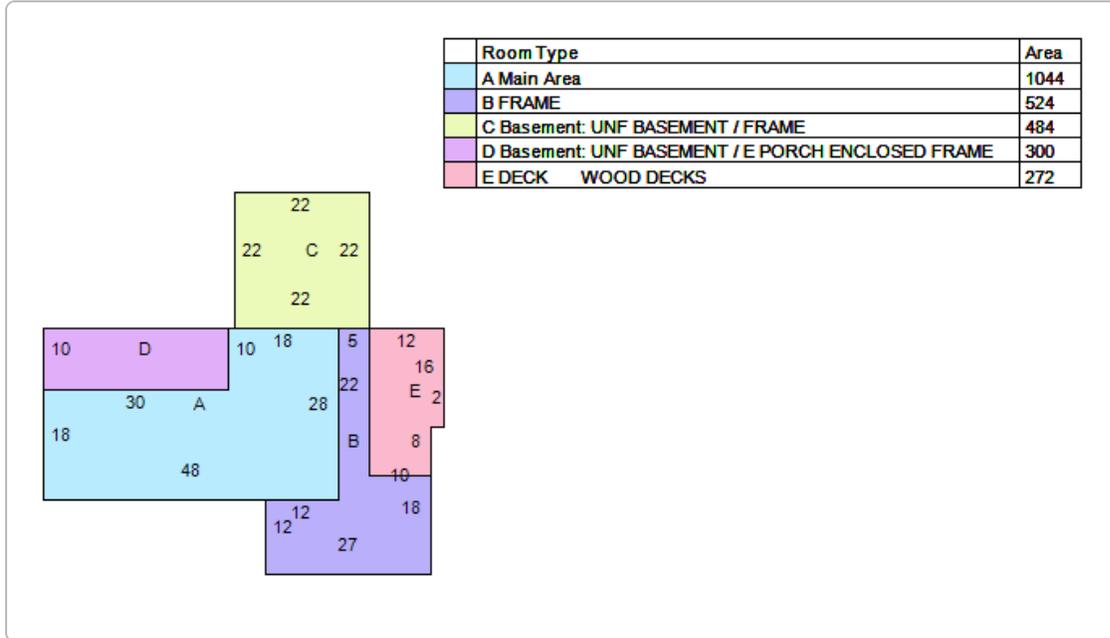
Authority	BODD	Election Date	5/6/2025
Use	Operating Expenses	Beginning Tax Year	2025
Levy Type	Renewal	Number of Years	5
Proposed Mills	1.85		

Tax Current	Tax Proposed	Tax Incr/(Decr)
\$94.12	\$94.12	\$0.00

Payments

Date	Amount
4/18/2025	(\$4,323.19)
4/18/2025	(\$2,183.29)
1/31/2024	(\$1,908.47)
9/19/2023	(\$4,422.56)
7/12/2022	(\$2,052.75)
3/11/2022	(\$1,866.14)
2/22/2021	(\$3,749.00)

Sketches



Tax Bill

Taxes shown below HAVE BEEN certified by the Fairfield County Auditor.

Tax Bill

Property Card

Property Card

Pay Your Taxes Online

Pay Taxes

Please verify exact amounts with the Treasurer's Office at (740) 652-7140

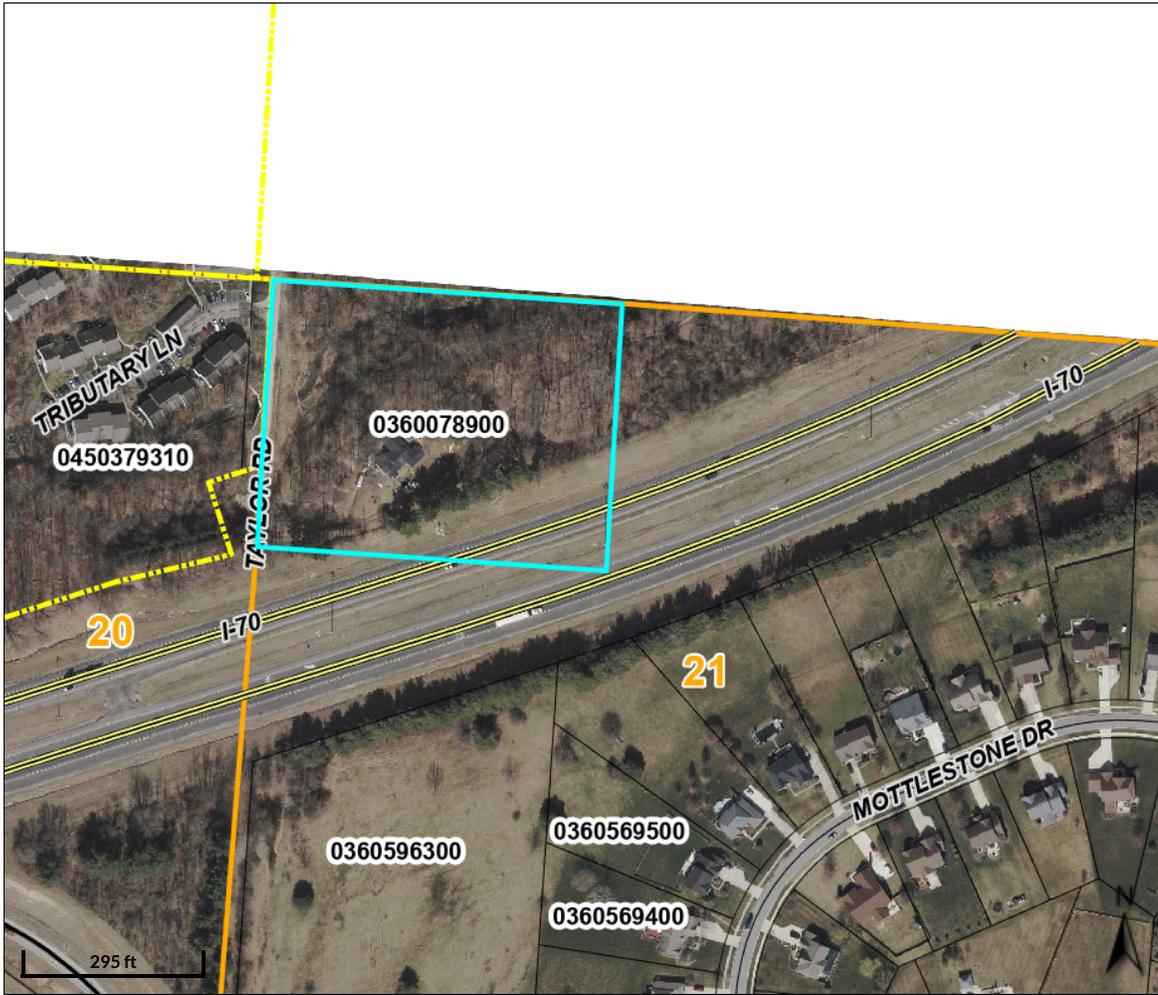
No data available for the following modules: Soils, Commercial Improvement Information, Interior/Exterior Information, Improvements, Other Features, Permits, Special Assessments.

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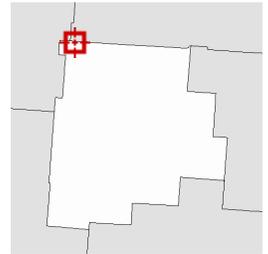
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Overview



Legend

- Parcels
- Streets**
- Unaccepted Built Roads
- Unaccepted Roads
- Private
- Private/Dedicated Roads
- Alleys
- Municipal Roads
- Township Roads
- County Roads
- State Routes
- US Routes
- Interstate Routes
- Ramps
- Unknown

Parcel ID	0360078900	Alternate ID	n/a	Owner Address	ALVAREZ IGNACIO CARREON & GONZALEZ ROSARIO MARTINEZ SURV
Property Address	13920 TAYLOR RD NW REYNOLDSBURG	Class	R - RESIDENTIAL		13920 TAYLOR RD NW REYNOLDSBURG, OH 43068
		Acreage	4.04		
District	(036) VI TWP-PLSD				
Brief Tax Description	R 20 T 16 S 21 NW				
	<i>(Note: Not to be used on legal documents)</i>				

Date created: 4/29/2025
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