

Order# 733107

Reference No: 537012531

Property and Ownership Information			
Borrower's Name	KENNETH	Completed Date	06/25/2021
Current Owner (if different)	PATRICK W. PATTERSON	Index Date	06/22/2021
Property Address	116 HEATHER DR, LOVELAND, OH 45140-9459	Report Type	Mortgage and Assignment Search
Mortgage Information (or Parcel)	Amt: \$, Date: 05/20/2003	County	Clermont
Short Legal Description	11-22-06A-041		
Title Defect Category	SUFFD: Subject Lien: 2nd or lower position UNSECURED, 1st FORECLOSED.		
Alert Note:	Borrowers Kenneth E. Allen and Natasha K. Allen no longer hold title interest in property. Please see provided Sheriff's Deed conveying their interest.		
Is Borrower Still in Title	No		
Any Foreclosure Actions Found	Yes		

Open Mortgages Information 1			
Borrower	KENNETH E. ALLEN, JR. AND NATASHA K. ALLEN, HUSBAND AND WIFE	Date Signed	05/05/2003
Lender	MERS as nominee for PFG LOANS, INC. A DBA OF PROVIDENT FUNDING GROUP, INC.	Date Recorded	05/21/2003
Trustee		Instr   Book/Page#	200300030664 1624 / 108
Mortgage Type	Mortgage	Original Amount(\$)	88,000.00
Comments		Mortgage Maturity Date	06/01/2033

Related Documents for Mortgage 1							
Document Type	Instrument	Book	Page	Sign Date	Recording Date	Assignor Name	Assignee Name
Assignment of Mortgage (or DoT)	200800010913	2121	1833	04/10/2008	04/28/2008	Mortgage Electronic Registration Systems, Inc. as nominee for PFG Loans, Inc. a dba of Provident Funding Group, Inc., its successors and assigns	Provident Funding Associations, L.P.
Foreclosure: Final Judgment of Foreclosure	200900033031	2216	1754	11/20/2009	12/04/2009	Provident Funding Associates, L.P.	Kenneth E. Allen, Jr., et al.

This title report was performed in accordance with generally accepted standards. ProTitleUSA does not guarantee the completeness, currency or accuracy of this report and will not assume responsibilities for misrepresented information due to clerical indexing errors such as but not limited to misspellings and inaccurate property descriptions. ProTitleUSA is not liable for any loss resulting from or caused by information data sources such as Treasurers, Records, County Clerks, Township Officials, Collection Attorneys and similar entities. This report is a search to reflect the recorded information of public record at the county level. It does not include any matters related to information held at the township level, unless specifically ordered. ProTitleUSA is not responsible for reporting items that are outside of the scope of the search. This report is for informational purposes only.



### Open Mortgages Information 2

Borrower	KENNETH ALLEN, A.K.A. KENNETH E. ALLEN, JR., and NATASHA K. ALLEN, Husband and Wife	Date Signed	05/05/2003
Lender	The Huntington National Bank	Date Recorded	05/23/2003
Trustee		Instr   Book/Page#	200300031270 1625 / 1355
Mortgage Type	Credit Line (Open ended)	Original Amount(\$)	6,000.00
Comments	MTG-SBJ: Subject Mortgage - Date or Amount is different from DATATAPE.;MTG-MTD: Maturity Date not listed, placeholder in use.	Mortgage Maturity Date	01/01/1900

### Related Documents for Mortgage 2

No assignments found.

### Additional Information

Sheriff's Deed - 200900032502 - 11/30/2009

This title report was performed in accordance with generally accepted standards. ProTitleUSA does not guarantee the completeness, currency or accuracy of this report and will not assume responsibilities for misrepresented information due to clerical indexing errors such as but not limited to misspellings and inaccurate property descriptions. ProTitleUSA is not liable for any loss resulting from or caused by information data sources such as Treasurers, Recorders, County Clerks, Township Officials, Collection Attorneys and similar entities. This report is a search to reflect the recorded information of public record at the county level. It does not include any matters related to information held at the township level, unless specifically ordered. ProTitleUSA is not responsible for reporting items that are outside of the scope of the search. This report is for informational purposes only.

**PROFILE**

<b>Parcel:</b>	112206A041.	<b>Land Use Code:</b>	510
<b>Alternate ID:</b>		<b>LUC Description:</b>	RESIDENTIAL
<b>Address:</b>	7236 EDENTON PLEASANT PLAIN RD	<b>District:</b>	11
<b>Owner</b>	PATTERSON PATRICK W	<b>NBHD:</b>	04170R11
		<b>Tax District:</b>	GOSHEN TWP / GOSHEN LSD
<b>Mailing</b>	7236 EDENTON PLEASANT PLAIN RD	<b>Land Acres:</b>	0.573

PLEASANT PLAIN OH 45162

**Description:****VALUE SUMMARY**

<b>Appraised Land:</b>	28500	<b>Assessed Land:</b>	9980
<b>Appraised Building:</b>	82700	<b>Assessed Building:</b>	28950
<b>Total:</b>	111200	<b>Assessed Total:</b>	38930

**PRIMARY RESIDENTIAL CARD**

<b>Card:</b>	1	<b>Basement:</b>	CRAWL	<b>Fireplace Pref.:</b>	
<b>Stories:</b>	1	<b>Square Feet:</b>	1173	<b>Basement Gar.:</b>	0
<b>Construction:</b>	FRAME	<b>HT/AC:</b>	CENTRAL HEAT	<b>Fireplace OP/ST:</b>	0
<b>Style:</b>	CAPE COD (1s w/Attic c	<b>Fuel:</b>	ELECTRIC	<b>Grade:</b>	C0
<b>Year Built:</b>	1947	<b>Attic:</b>	FULLY FINISHED	<b>Cond (CDU):</b>	AV
<b>Year Remod.:</b>		<b>Fin Basement:</b>		<b>% Complete:</b>	
<b>Total Rooms:</b>	7	<b>Rec Room:</b>		<b>Family Room:</b>	0
<b>Bedrooms:</b>	3	<b>Half Bath:</b>	0		
<b>Full Bath:</b>	1				

**COMMERCIAL CARD**

<b>Year Built:</b>		<b>Gross Flr. Area:</b>	
<b>Eff. Yr. Built:</b>			
<b>Units:</b>			

**SALES HISTORY**

<b>Date</b>	<b>Book-Page</b>	<b>Seller</b>	<b>Buyer</b>	<b>Amount</b>
17-JUN-2011	2314--1637	GRIFFIE ROLAND &	PATTERSON PATRICK W	32,000
17-MAR-2011	2301--2397	FEDERAL HOME LOAN	GRIFFIE ROLAND &	32,000
25-NOV-2009	2215--1376	ALLEN KENNETH E JR &	FEDERAL HOME LOAN MORTGAGE	73,334
01-JUN-2000	1268--1553	WOOD ROGER L	ALLEN KENNETH E JR & NATASHA	88,300
13-APR-1999	--	PAPPAS LOUIS G &	WOOD ROGER L	78,000
15-MAY-1997	--	CRAIG ARTHUR L	PAPPAS LOUIS G &	55,000

MAP



PHOTO

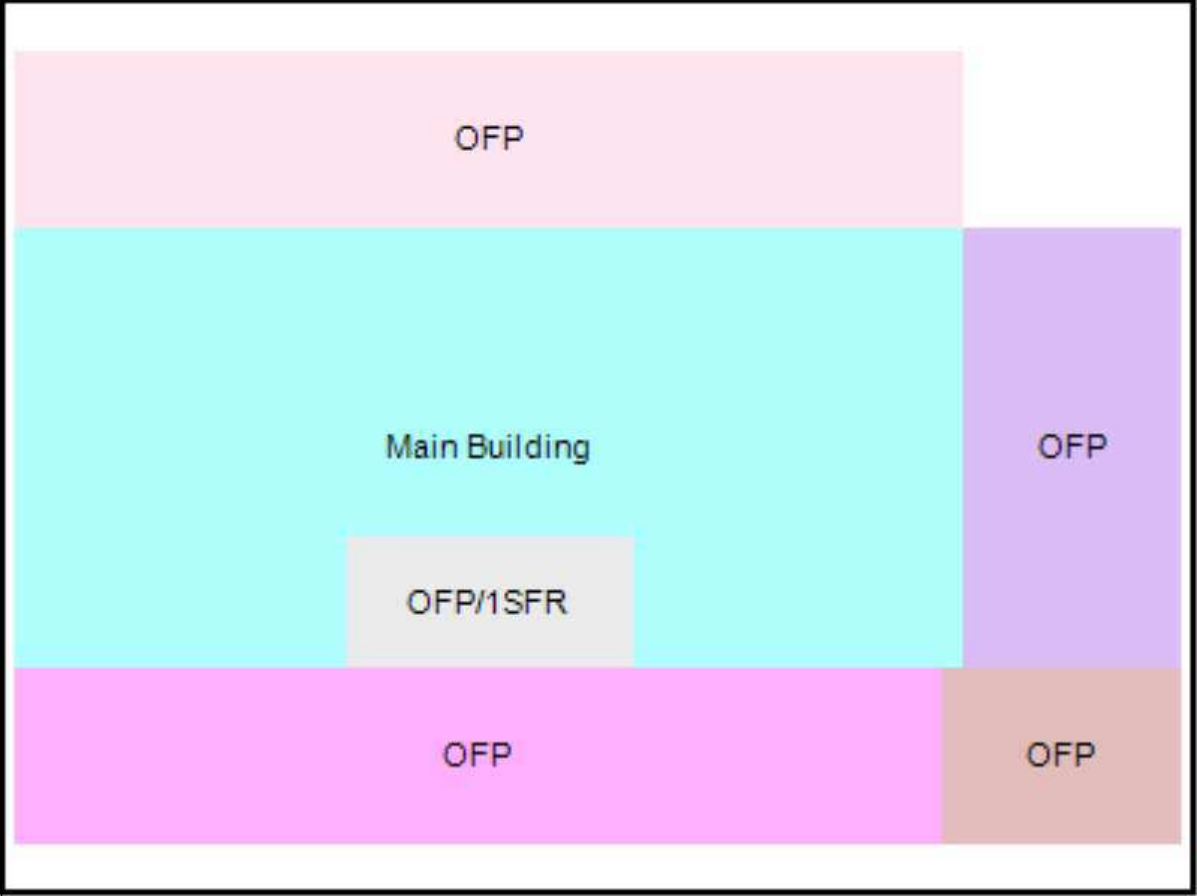


112206A041. 11/20/2018

SKETCH

Sketch Legend



	<p>0 Main Building 782 Sq. Ft. 1 OFP - 11:OFP OPEN FRAME PORCH 336 Sq. Ft. 2 OFP/1SFR - 11/10:OFP OPEN FRAME PORCH/1s FR FRAME 78 Sq. Ft. 3 OFP - 11:OFP OPEN FRAME PORCH 344 Sq. Ft. 4 OFP - 11:OFP OPEN FRAME PORCH 200 Sq. Ft. 5 OFP - 11:OFP OPEN FRAME PORCH 88 Sq. Ft. 1 - FRAME OR CONCRETE BLOCK DETACHED GARAGE 576 Sq. Ft. 2 - CARPORT 400 Sq. Ft. 3 - FRAME UTILITY SHED 200 Sq. Ft. 4 - FRAME UTILITY SHED 160 Sq. Ft.</p>
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Instrument Book Page  
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After Recording Return To:  
PROVIDENT FUNDING ASSOCIATES, L.P.  
PO BOX 5913  
SANTA ROSA, CA 95402-5913  
Loan No. 3313040021

200300030664  
Filed for Record in  
CLERMONT COUNTY, OH  
CAROLYN GREEN  
05-21-2003 01:29 PM.  
MTG 62.00  
OR Book 1624 Page 108 - 121

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### MORTGAGE

MIN 1000179-3313040021-2

#### DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated 5/5/2003 together with all Riders to this document.

(B) "Borrower" is KENNETH E. ALLEN, JR. AND NATASHA K. ALLEN, HUSBAND AND WIFE. Borrower is the mortgagor under this Security Instrument.

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

(D) "Lender" is PFG LOANS, INC. A DBA OF PROVIDENT FUNDING GROUP, INC.. Lender is a CORPORATION organized and existing under the laws of CALIFORNIA. Lender's address is 11085 MONTGOMERY RD. SUITE 204, CINCINNATI, OH 45249.

(E) "Note" means the promissory note signed by Borrower and dated 5/5/2003. The Note states that Borrower owes Lender EIGHTY EIGHT THOUSAND 00/100 Dollars (U.S. \$88,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than 6/1/2033.

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

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

OHIO—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3036 1/01 (page 1 of 13 pages)

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Borrower Initials \_\_\_\_\_

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

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider         | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Other(s)          |
| <input type="checkbox"/> 1-4 Family Rider      | <input type="checkbox"/> Biweekly Payment Rider         |  |

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

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

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

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

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

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

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

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

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

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TRANSFER OF RIGHTS IN THE PROPERTY

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

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".

which currently has the address of 7236 EDENTON-PLEASANT PLAIN RD  
PLEASANT PLAIN, OH 45162  
("Property Address"):

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

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

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

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

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

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any

OHIO--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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Borrower Initials \_\_\_\_\_

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rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

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

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

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

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

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

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying

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

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

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

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

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

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

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

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

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an

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

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

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

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

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

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

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

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**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

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

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

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

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

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

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takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

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

(b) Any such agreements will not affect the rights Borrower has— if any— with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

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

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

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

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

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

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

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

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

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

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

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

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

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

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

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

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

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

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

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

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

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

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, costs of title evidence.

**23. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall discharge this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this

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Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

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

OHIO--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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Borrower Initials \_\_\_\_\_

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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 executed by Borrower and recorded with it.

Witnesses:

<u><i>Robert E. Shepherd</i></u>	<u><i>Kenneth E. Allen, Jr.</i></u> (Seal)
	KENNETH E. ALLEN, JR. -Borrower
<u><i>Danny C. Black</i></u>	<u><i>Natasha K. Allen</i></u> (Seal)
	NATASHA K. ALLEN -Borrower
_____	_____ (Seal)
	-Borrower
_____	_____ (Seal)
	-Borrower
_____	_____ (Seal)
	-Borrower
_____	_____ (Seal)
	-Borrower

#### ACKNOWLEDGEMENT

STATE OF OHIO, Clermont County ss:

On this 5 day of May 2007, before me, a Notary Public in and for said County and State, personally appeared

KENNETH E. ALLEN, JR.  
NATASHA K. ALLEN

the individual(s) who executed the foregoing instrument and acknowledged that he\she\they did examine and read the same and did sign the foregoing instrument, and that the same is his\her\their free act and deed.

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

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

*Robert E. Shepherd*  
Notary Public

Prepared by:

(Seal)



ROBERT E. SHEPHERD, Notary Public  
In and for the State of Ohio  
My Commission Expires Nov. 3, 2005

OHIO--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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Loan Number: 3313040021

Date: 5/5/2003

Property Address: 7236 EDENTON-PLEASANT PLAIN RD  
PLEASANT PLAIN, OH 45162

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

ATTACH FULL LEGAL DESCRIPTION APN# 11-22-06A-0041

Situated in Vowel's Military Survey No. 3800 and Binn's Military Survey No. 1499 of the Virginia Military Survey District, Goshen Township, Clermont County, Ohio and being more particularly described as follows:  
Commencing at P.K. Nail st at the centerline intersection of State Route 28 and Edenton-Pleasant Plain Road.  
Thence South 34 degrees 32' 34" East, along the centerline of Edenton-Pleasant Plain Road, for a distance of 175.00 feet to a P.K. nail set at the place of beginning for the Parcel hereby described;  
Thence N. 56 degrees 13' 00" East, passing a 5/8" iron pin set at 20.00 feet, for a total distance of 200.00 feet to a 5/8" iron pin set;  
Thence S. 34 degrees 33' 00" East for a distance of 124.66 feet to a 5/8" iron pin set;  
Thence S. 56 degrees 07' 08" West, passing a 5/8" iron pin set at 180.00 feet, for a total distance of 200.00 feet to a P.K. nail set in the centerline of Edenton-Pleasant Plain Road;  
Thence N. 34 degrees 32' 34" West, Along said centerline, for a distance of 125.00 feet to back to the place of beginning;  
Said property contains 0.573 Acres more or less.

Parcel Number: 11-22-06A-041

Property Address: 7236 Edenton-Pleasant Road, Pleasant Plain, Ohio 45162



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LS&R No.: [REDACTED]  
Loan No.: [REDACTED]  
PIDN: 11-22-06A-041



BK: 2121 PG: 1833

200800010913  
Filed for Record in  
CLERMONT COUNTY, OH  
CARDLYN GREEN  
04-28-2008 At 01:33 pm.  
ASSIGN 28.00  
OR Book 2121 Page 1833 - 1834

**ASSIGNMENT OF MORTGAGE**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **Mortgage Electronic Registration Systems, Inc. as nominee for PFG Loans, Inc. a dba of Provident Funding Group, Inc., its successors and assigns**, whose address is PO Box 7814, Ocala, FL 34478, does hereby sell, assign, transfer and set over unto **Provident Funding Associates, L.P.**, whose address is 1235 North Dutton Ave., Suite E Santa Rosa, CA 95402 a certain mortgage from Kenneth E. Allen, Jr. and Natasha K. Allen, husband and wife to Mortgage Electronic Registration Systems, Inc. as nominee for PFG Loans, Inc. a dba of Provident Funding Group, Inc., its successors and assigns, dated May 5, 2003, recorded May 21, 2003, in Volume 1624, Page 108, in the office of the Clermont County Recorder; and all sums of money due and to become due thereon, and secured by the following real estate:

**Legal Description:**

Situated in Vowel's Military Survey No. 3800 and Binn's Military Survey No. 1499 of the Virginia Military Survey District, Goshen Township, Clermont County, Ohio and being more particularly described as follows:

Commencing at P.K. Nail set at the centerline intersection of State Route 28 and Edenton-Pleasant Plain Road. Thence South 34 degrees 32'34" East, along the centerline of Edenton-Pleasant Plain Road, for a distance of 175.00 feet to a P.K. nail set at the place of beginning for the Parcel hereby described;

Thence N. 58 degrees 13'00" East, passing a 5/8" iron pin set at 20.00 feet, for a total distance of 200.00 feet to a 5/8" iron pin set; Thence S. 34 degrees 33'00" East for a distance of 124.66 feet to a 5/8" iron pin set; Thence S. 56 degrees 07'08" West, passing a 5/8" iron pin set at 180.00 feet, for a total distance of 200.00 feet to a P.K. nail set in the centerline of Edenton-Pleasant Plain Road; Thence N. 34 degrees 32'34" West, along said centerline, for a distance of 125.00 feet to back to the place of beginning; Said property contains 0.573 acres more or less.

**PROPERTY ADDRESS:**

7236 EDENTON PLEASANT PLAIN ROAD, PLEASANT PLAIN, OH 45162

---

IN WITNESS WHEREOF, Mortgage Electronic Registration Systems, Inc. as nominee for PFG Loans, Inc. a dba of Provident Funding Group, Inc., its successors and assigns has set its hand this 10<sup>th</sup> day of April, 2008.



BK: 2121 PG: 1834

Mortgage Electronic Registration Systems, Inc. as nominee for PFG Loans, Inc. a dba of Provident Funding Group, Inc. its successors and assigns

By: [Signature]

\*Printed Name

\*Title

Cindy Garcia

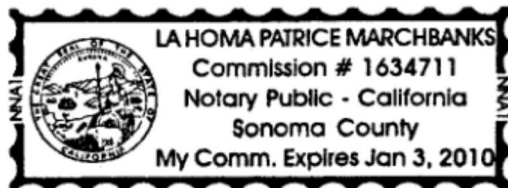
V.P.

STATE OF California  
COUNTY OF Sonoma

SS.

On 4/10/08 before me LaHoma Patrice Marchbanks, Notary Public, State of California, personally appeared Cindy Garcia, V.P., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



LaHoma P. Marchbanks

Notary Public

My Commission Expires: 1/3/2010

This instrument was prepared by:  
LERNER, SAMPSON & ROTHFUSS  
A Legal Professional Association  
P.O. Box 5480  
Cincinnati, OH 45201-5480

5  
FILED

2009 SEP 17 AM 9:49

BARBARA A. WIEDENHEIM  
CLERK OF COMMON PLEAS COURT  
CLERMONT COUNTY, OH



BK: 2216 PG: 1754

200900033031  
Filed for Record in  
CLERMONT COUNTY, OH  
DEBORAH HALL CLEPPER  
12-04-2009 At 08:22 am.  
ENTRY 52.00  
OR Book 2216 Page 1754 - 1758

200815857  
(dlv)

COURT OF COMMON PLEAS  
CLERMONT COUNTY, OHIO

Provident Funding Associates,  
L.P.

Plaintiff,

-vs-

Kenneth E. Allen, Jr., et al.

Defendants.

Case No. 2008 CVE 00656

Judge Jerry R. McBride

JOURNAL ENTRY CONFIRMING  
SALE, ORDERING DEED AND  
DISTRIBUTING SALE PROCEEDS

This cause came on to be heard on the return of the Sheriff of this County, for the sale of the real estate on July 7, 2009, for \$73,334.00, to the plaintiff, Provident Funding Associates, L.P., and the assignment by the plaintiff of its bid to Federal Home Loan Mortgage Corporation (hereinafter "grantee"); and the Court finding that the sale was made in conformity to the law and orders of this Court, hereby orders the sale in these proceedings approved and confirmed.

IT IS FURTHER ORDERED that the Sheriff deliver to the said Federal Home Loan Mortgage Corporation, whose address is 8200 Jones Branch Drive Mailstop 202, McLean, VA 22102, a deed for the lands and tenements described in Exhibit 'A' attached hereto and



2008 CVE  
00656  
00018850212  
CONF



BK: 2216 PG: 1755

made a part hereof upon payment of purchase price in full.

IT IS FURTHER ORDERED that the grantee is subrogated to all the rights of the mortgagee and lien holders in the real estate to the extent necessary for the protection of its title, and a writ of possession is hereby awarded to put it in possession of the real estate.

IT IS FURTHER ORDERED that the Clerk cause a release (or certified copy of this entry) to be filed for record to discharge of record the following liens as they relate to the real estate herein :

- A. Mortgage to Mortgage Electronic Registration Systems, Inc. as nominee for PFG Loans, Inc. a dba of Provident Funding Group, Inc., from Kenneth E. Allen, Jr. and Natasha K. Allen filed for record on May 21, 2003 in Official Record Book 1624, page 108 of said County Recorder's Records.
- B. Mortgage to The Huntington National Bank from Kenneth Allen aka Kenneth E. Allen, Jr. and Natasha K. Allen, filed for record on 05/23/03, in Official Record Book 1625, page 1355, of said County Recorder's Records.

IT IS FURTHER ORDERED that the Sheriff pay from the sale price and the \$1,100.00 deposit received at sale, the following claims in the order of their stated priority:

First. Payable to the Clerk of this Court, the costs of this action, taxed at a total of \$988.47.

Second. Payable to the Treasurer of this County, the taxes, pro-rated taxes and assessments legally assessed against the real estate and due and payable as of the date of Sheriff's Sale under Parcel No. 112206A041, in the amount of \$3,292.75, inclusive of penalties.

Third. Payable to the Auditor of this County, the sum of \$294.10 for transfer tax and conveyance fees.

Fourth. Payable to the Recorder of this County, the sum of \$36.00 for recording fees.



BK: 2216 PG: 1756

Fifth. Payable to the plaintiff, Provident Funding Associates, L.P., the balance of said proceeds of sale, in partial satisfaction of its judgment herein, being the sum of \$68,722.68.

Prior Deed Reference: Volume 1268, page 1553

*[Signature]*  
JUDGE

*[Signature]*  
Douglas A. Mackinnon, Trial Counsel  
Ohio Supreme Court Reg. #0073637  
LERNER, SAMPSON & ROTHFUSS  
Attorneys for Plaintiff

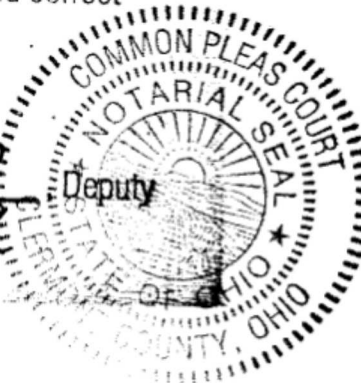
CERTIFIED COPY

STATE OF OHIO, COUNTY OF CLERMONT,  
COURT OF COMMON PLEAS

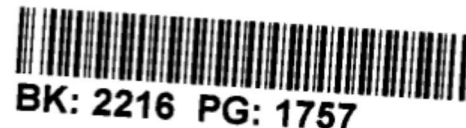
I, the Clerk of Courts for Clermont County, Ohio, do hereby certify that the foregoing is taken and copied from the original now on file in said court. That said copy has been compared by me with the original document which is in my legal custody by the laws of the State of Ohio and that it is a true and correct copy thereof.

BARBARA A. WIEDENBEIN  
Clerk of Courts, Clermont County Ohio

By *[Signature]*  
Date 11-20, 2007







BK: 2216 PG: 1757

EXHIBIT 'A'  
LEGAL DESCRIPTION

SITUATED IN VOWEL'S MILITARY SURVEY NO. 3800 AND BINN'S MILITARY SURVEY NO. 1499 OF THE VIRGINIA MILITARY SURVEY DISTRICT, GOSHEN TOWNSHIP, CLERMONT COUNTY, OHIO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT P.K. NAIL SET AT THE CENTERLINE INTERSECTION OF STATE ROUTE 28 AND EDENTON-PLEASANT PLAIN ROAD. THENCE SOUTH 34 DEGREES 32'34" EAST, ALONG THE CENTERLINE OF EDENTON-PLEASANT ROAD, FOR A DISTANCE OF 175.00 FEET TO A P.K. NAIL SET AT THE PLACE OF BEGINNING FOR THE PARCEL HEREBY DESCRIBED;

THENCE N. 58 DEGREES 13'00" EAST, PASSING A 5/8" IRON PIN SET AT 20.00 FEET, FOR A TOTAL DISTANCE OF 200.00 FEET TO A 5/8" IRON PIN SET; THENCE S. 34 DEGREES 33'00" EAST FOR A DISTANCE OF 124.66 FEET TO A 5/8" IRON PIN SET; THENCE S. 56 DEGREES 07'08" WEST, PASSING A 5/8" IRON PIN SET AT 180.00 FEET, FOR A TOTAL DISTANCE OF 200.00 FEET TO A P.K. NAIL SET IN THE CENTERLINE OF EDENTON-PLEASANT PLAIN ROAD; THENCE N. 34 DEGREES 32'34" WEST, ALONG SAID CENTERLINE, FOR A DISTANCE OF 125.00 FEET TO BACK TO THE PLACE OF BEGINNING; SAID PROPERTY CONTAINS 0.573 ACRES MORE OR LESS.

PARCEL NUMBER: 112206A041

PROPERTY ADDRESS: 7236 EDENTON PLEASANT PLAIN ROAD, PLEASANT PLAIN, OHIO 45162

FILED

200815857  
dlv

COURT OF COMMON PLEAS  
CLERMONT COUNTY, OHIO  
2009 OCT 19 AM 10:09

Provident Funding Associates,  
L.P.

PLAINTIFF

Case No. 2008 CV 00656  
CLERK OF COMMON PLEAS COURT  
CLERMONT COUNTY, OH

Judge Jerry R. McBride

Vs.

ENTRY CORRECTING DISTRIBUTION

Allen, Kenneth E. Jr., et al  
DEFENDANTS



BK: 2216 PG: 1758

The Court hereby orders the distribution, as set forth on this Court's Journal Entry Confirming Sale, Ordering Deed and Distributing Sale Proceeds filed September 17, 2009, corrected as follows:

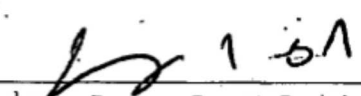
First. Payable to the Clerk of this Court, the costs of this action, taxed at a total of \$988.47.

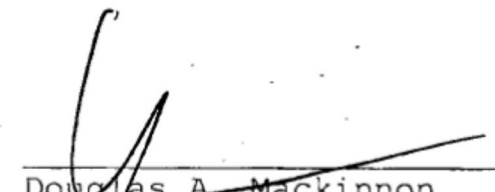
Second. Payable to the Treasurer of this County, the taxes, pro-rated taxes and assessments legally assessed against the real estate and due and payable as of the date of Sheriff's Sale under Parcel No. 112206A041, in the amount of \$936.53, inclusive of penalties.

Third. Payable to the Auditor of this County, the sum of \$294.10 for transfer tax and conveyance fees.

Fourth. Payable to the Recorder of this County, the sum of \$36.00 for recording fees.

Fifth. Payable to the plaintiff, Provident Funding Associates, L.P., the balance of said proceeds of sale, in partial satisfaction of its judgment herein, being the sum of \$71,078.90.

  
Judge Jerry R. McBride

  
Douglas A. Mackinnon  
Ohio Supreme Court Reg. # 0073637  
LERNER, SAMPSON & ROTHFUSS  
Attorneys for Plaintiff



2008 CVE  
00656  
00021760931  
CONF

200300031270  
Filed for Record in  
CLERMONT COUNTY, OH  
CAROLYN GREEN  
05-23-2003 01:22 PM.  
MTG 22.00  
OR Book 1625 Page 1355 - 1358

Instrument Book Page  
200300031270 OR 1625 1355

4  
Open-End Mortgage  
(Secured Personal Credit Line)

2443190012214456  
THIS INSTRUMENT SECURES LOAN ADVANCES, INCLUDING FUTURE LOAN ADVANCES, UP TO A  
MAXIMUM AMOUNT OUTSTANDING AT ANY TIME (THE "CREDIT LIMIT") OF \$ 6,000.00  
OPEN-END MORTGAGE (the "Mortgage") given by:

KENNETH ALLEN, A.K.A. KENNETH E. ALLEN, JR., and

NATASHA K. ALLEN, Husband and Wife (the "Mortgagor", whether one or more),  
whose address is  
7236 EDENTON PLEASANT PLAIN RD PLEASANT PLN OH 45162-9371, to  
The Huntington National Bank (the "Mortgagee"), whose address is Department HZ1104 7450 Huntington Park Drive  
Columbus, OH 43235.

WHEREAS, KENNETH ALLEN, NATASHA ALLEN

(the  
"Borrower", whether one or more) is entering or has entered into an agreement with Mortgagee, dated  
05/05/2003, for a line of credit in an amount not to exceed the Credit Limit amount  
shown above (such agreement being referred to herein as the "Agreement"), which provides for Borrower to obtain  
loan advances thereunder from time to time during the draw period by use of certain access devices or other means  
(whether purchases or cash advances), and obligates Borrower to repay the loan advances according to certain  
payment requirements, including interest on the advances at a fixed or variable rate and other charges as set forth in  
the Agreement.

NOW, THEREFORE, IN CONSIDERATION of the Agreement and any and all indebtedness incurred thereunder  
and to secure to Mortgagee (a) the repayment of the indebtedness evidenced by the Agreement, or any one or more  
renewals, refinancings, modifications, extensions, replacements or substitutions thereof or of the terms thereof  
(including but not limited to any substitute or replacement credit line agreement or closed-end promissory note),  
including but not limited to loan advances made from time to time after this instrument is delivered to the County  
Recorder for record and regardless of whether the indebtedness secured hereby is paid in full and thereafter loan  
advances are made pursuant to the Agreement, and all interest and charges in connection therewith, (b) the  
payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this  
Mortgage, including but not limited to payment of taxes, assessments, and insurance premiums, and (c) the  
performance of the covenants and agreements of Borrower contained in the Agreement and Mortgagor contained in  
this Mortgage, Mortgagor does hereby mortgage, grant, bargain, sell, and convey to Mortgagee, its successors and  
assigns, forever, the following described premises situated in CLERMONT County, Ohio:

SEE ATTACHED EXHIBIT "A"

be the same more or less, subject to all legal highways, and together with all easements, privileges and  
appurtenances thereunto belonging, all estates in reversion or remainder, all rents, issues and profits arising  
therefrom and all improvements and fixtures of every kind, now or hereafter acquired, erected or attached to said  
premises.

MORTGAGOR COVENANTS that Mortgagor has a good and marketable title in fee simple to the above  
described premises and that the same is free and clear from all encumbrances whatsoever except taxes and  
assessments payable hereafter and the balance presently due on a certain mortgage held of record by  
ATLANTIC EQUITY

recorded in the Office of the County Recorder of CLERMONT County, Ohio, mortgage records;  
and will warrant and defend the same with appurtenances unto Mortgagee, its successors and assigns, forever  
against all lawful claims and demands whatsoever, except as above noted.

MORTGAGOR FURTHER COVENANTS AND AGREES:

1. To pay the obligation secured hereby as evidenced by the Agreement (but only for any Mortgagor who is also  
a Borrower), and all taxes, assessments and utilities against the mortgaged property as the same shall become due  
and payable; and to pay when due all indebtedness other than the Agreement

KEA 11/11/03

CONTINUED FROM REVERSE SIDE

secured by a lien upon the mortgaged property, or any part thereof, to the extent Mortgagor is obligated under the instrument of indebtedness; and to pay and properly discharge, at Mortgagor's expense, the liens of any mechanic, laborer, materialman, supplier or vendor.

2. To keep and maintain all buildings now or hereafter situated upon the mortgaged property at all times in good repair and not to commit or suffer to be committed waste upon the mortgaged property. If this Mortgage is on a unit in a condominium or a planned unit development, Mortgagor shall perform all of Mortgagor's obligations under the declaration or covenants creating and governing the condominium or planned unit development, the bylaws and regulations of the condominium or planned unit development, and all constituent documents.

3. To keep the mortgaged property insured against loss or damage by fire, windstorm, flood, and such other hazards as Mortgagee requires for the benefit of Mortgagee and the holder of any prior mortgage in the aggregate amount of the total mortgage indebtedness secured by this Mortgage and any prior mortgage encumbering the mortgaged property with insurance companies acceptable to Mortgagee, and to deposit the policies of insurance or copies or other evidence thereof acceptable to Mortgagee with Mortgagee. Mortgagee is hereby authorized to adjust and compromise any loss covered by such insurance, to collect the proceeds thereof, indorse checks and drafts issued therefor in its own name and/or as attorney-in-fact for Mortgagor, and to apply such proceeds as a credit upon any part of the indebtedness secured hereby whether then due or thereafter becoming due or to permit the use of the same for the purpose of rebuilding or repairing the damaged property. Mortgagor shall name Mortgagee as an additional insured or loss payee on all such policies, which policies shall contain a 10-day written notice of cancellation clause in favor of Mortgagee.

4. To perform all the covenants on the part of Mortgagor to be performed under the provisions of this Mortgage and any prior mortgage, and upon failure of Mortgagor to perform such covenants, Mortgagee herein may at its option do so. Mortgagee shall have a claim against Mortgagor for all sums so paid by it for Mortgagor plus interest as hereinafter provided; it being specifically understood that although Mortgagee may take such curative action, Mortgagor's failure to comply with any of the covenants of this Mortgage or any such prior mortgage shall constitute a breach of a condition of this Mortgage.

5. To make no sale or transfer of the legal title to the mortgaged property or any equitable interest therein without obtaining prior written consent of Mortgagee. Mortgagee is under no obligation to grant consent, other than as may be required by federal law.

6. To pay Mortgagee interest at the highest rate from time to time in effect as provided for in the Agreement secured hereby on all credit extended and all sums advanced by Mortgagee for the benefit of Mortgagor pursuant to the provisions hereof.

7. That the Mortgagee is authorized to collect all damages paid and awards made as the result of the appropriation by or in lieu of eminent domain of all or part of the mortgaged property, and apply the net proceeds therefrom as a credit upon any part of the indebtedness secured hereby whether then due or thereafter becoming due.

8. That upon the occurrence of any Termination Event of Default as set forth in the Agreement, and following any notice and/or the expiration of any time period required by law, Mortgagee may declare all amounts secured by this Mortgage to be immediately due and payable without further notice or demand, and may foreclose this Mortgage by judicial proceeding in accordance with applicable law. Mortgagee shall be entitled to collect in such proceeding all costs and disbursements to which Mortgagee may become entitled by law in connection with such foreclosure proceeding, including but not limited to Mortgagee's attorney fees to the extent not prohibited by applicable law.

9. That upon commencement of any judicial proceeding to enforce any right under this Mortgage, the court in which such proceeding is brought, at any time thereafter, without notice to Mortgagor or any party claiming under Mortgagor (such notice being hereby expressly waived) and without reference to the then value of the mortgaged property, to the use of said property as a homestead or to the solvency or insolvency of any person liable for the indebtedness secured hereby or other grounds for extraordinary relief, may appoint a receiver for the benefit of Mortgagee with power to take immediate possession of the mortgaged property, manage, rent and collect the rents, issues and profits thereof and such rents, issues and profits when collected may be applied toward the payment of any indebtedness then due and secured hereby and the costs, taxes, insurance or other items necessary for the protection and preservation of the mortgaged property, including the expenses of such receivership.

10. That each of the covenants and agreements hereof shall be binding upon and shall inure to the benefit of the respective heirs, executors, administrators, successors and assigns of Mortgagor and Mortgagee herein. Mortgagee has the right to assign this Mortgage, and the obligations secured hereby, without notice to Mortgagor except as may be required by law. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the mortgaged property is located, except that if the Agreement secured hereby specifies the law of a different jurisdiction as governing, such law shall be the applicable law governing the interest rate, fees, charges, and other terms of the credit transaction secured hereby. The foregoing sentence shall not limit the applicability of federal law to this Mortgage or the obligations secured hereby. If more than one person is a Mortgagor, all covenants and agreements of Mortgagor hereunder shall be joint and several. Any Mortgagor who signs this Mortgage, but does not sign the Agreement secured hereby (a) is signing this Mortgage only to mortgage, grant, bargain, sell, and convey that Mortgagor's interest in the mortgaged property to Mortgagee under the terms of this Mortgage, (b) is not personally liable on the Agreement or this Mortgage, and (c) agrees that Mortgagee and any other holder of this Mortgage may agree one or more times to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the obligations secured hereby without notice to that Mortgagor or that Mortgagor's consent and without releasing that Mortgagor or modifying this Mortgage as to that Mortgagor's interest in the mortgaged property.

11. That the Mortgagee is empowered to do all things provided to be done by a mortgagee under Section 1311.14 of the Revised Code of the State of Ohio, and amendments thereto.

12. That this Mortgage shall remain in full force and effect notwithstanding one or more renewals, refinancings, modifications, extensions, replacements, or substitutions of the Agreement or of the terms thereof (including but not limited to any substitute or replacement credit line agreement or closed-end promissory note) and notwithstanding the fact that any such renewals, refinancings,

KEA 1/1/11

CONTINUED FROM PREVIOUS PAGE

modifications, extensions, replacements, or substitutions of the Agreement or of the terms thereof may be evidenced by a document or documents signed and dated after the date of this Mortgage or the recording of the Mortgage.

13. That no delay by Mortgagee in the exercise of any of its rights hereunder shall preclude the exercise thereof so long as Mortgagor is in default hereunder, and no failure of Mortgagee to exercise any of its rights hereunder shall preclude the exercise thereof in the event of a subsequent default by Mortgagor hereunder. Mortgagee may enforce any one or more of its rights or remedies herein successively or concurrently. If the lien of this Mortgage is invalid or unenforceable as to any part of the obligations hereby secured or as to any part of the mortgaged property, the unsecured or partially secured portion of the obligations shall be completely paid prior to the payment of the secured or partially secured portion of the obligations hereby secured. In the event any provision of this Mortgage is deemed invalid or unenforceable for any reason, such invalidity shall not affect the other provisions of this Mortgage, which shall be deemed severable and shall remain in full force and effect.

PROVIDED ALWAYS that these presents are upon the following conditions: That upon payment in full of all amounts secured by this Mortgage, including but not limited to payment in full of all indebtedness incurred under the Agreement, or any renewals, refinancings, modifications, extensions, replacements or substitutions thereof or of the terms thereof, and provided that Borrower is permanently unable to obtain further loan advances thereunder and Borrower has returned all access devices to Mortgagee, including but not limited to any credit cards or unused checks, and all outstanding checks, credit card purchase tickets, or other items have been paid, and performance by Mortgagor of all Mortgagor's covenants and agreements contained in this Mortgage, this Mortgage shall be void and Mortgagee shall release this Mortgage without charge to Mortgagor, except that Mortgagor shall pay the cost of recording any release or satisfaction of this Mortgage.

MORTGAGOR AND ANY MORTGAGOR'S SPOUSE who signs this Mortgage (whether or not such spouse is named in this Mortgage as a Mortgagor) do hereby waive, remise, release, and forever quitclaim unto Mortgagee any homestead or other exemption rights with respect to the mortgaged property and all rights of dower in and to the mortgaged property.

IN WITNESS WHEREOF, this Mortgage has been executed at 7236 Edenton Pleasant Plain Rd this 5 day of May, 2003.

Signed and acknowledged in the presence of:

[Signature] Shepherd  
(Witness to all signatures)

[Signature] Black  
(Witness to all signatures)

(Witness to all signatures)

(Witness to all signatures)

[Signature]  
KENNETH ALLEN  
A.K.A. KENNETH E. ALLEN, JR.  
[Signature]  
NATASHA K. ALLEN

STATE OF OHIO,  
COUNTY OF Clermont SS:

The foregoing instrument was acknowledged before me this 5 day of May, 2003

by KENNETH ALLEN, A.K.A. KENNETH E. ALLEN, JR., and

NATASHA K. ALLEN, Husband and Wife

This Instrument Prepared By and Return to:

The Huntington National Bank

P.O. Box 122620-SW30

Covington, KY 41012-9956

CHRISTINA DAVIS



ROBERT E. SHEPHERD, Notary Public  
in and for the State of Ohio  
My Commission Expires Nov. 3, 2006

Notary Public

MORTGAGE	FROM	TO	When recorded return to:	Read for Record	at	o'clock	M	and recorded	THE CONDITIONS of this Mortgage have been complied with, and the same is hereby SATISFIED and DISCHARGED	this	day	By	By
			The Huntington National Bank P.O. Box 122620 - SW30 Covington, KY 41012-9956										

Instrument      Book Page  
200300031270 OR 1625 1358

EXHIBIT A

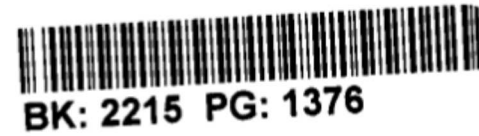
Situated in Vowel's Military Survey No. 3800 and Binn's Military Survey No. 1499 of the Virginia Military Survey District, Goshen Township, Clermont County, Ohio and being more particularly described as follows:  
Commencing at P.K. Nail set at the centerline intersection of State Route 28 and Edenton-Pleasant Plain Road; thence South 34 deg. 32' 34" East, along the centerline of Edenton-Pleasant Plain Road, for a distance of 175.00 feet to a P.K. Nail set at The Place of Beginning for the parcel hereby described; thence N. 56 deg. 13' 00" East, passing a 5/8" iron pin set at 20.00 feet, for a total distance of 200.00 feet to a 5/8" iron pin set; thence S. 34 deg. 33' 00" East for a distance of 124.66 feet to a 5/8" iron pin set; thence S. 56 deg. 07' 08" West, passing a 5/8" iron pin set at 180.00 feet, for a total distance of 200.00 feet to a P.K. Nail set in the centerline of Edenton-Pleasant Plain Road; thence N. 34 deg. 32' 34" West, along said centerline, for a distance of 125.00 feet to back to The Place of Beginning; containing 0.573 acres more or less.

Permanent Parcel Number: 11-22-06A-041  
KENNETH E. ALLEN, JR. AND NATASHA K. ALLEN,  
HUSBAND AND WIFE

7236 EDENTON PLEASANT PLAIN ROAD, PLEASANT PLAIN OH 45162  
Loan Reference Number : 29110380/CN02  
First American Order No: 4191376



3  
200900032502  
Filed for Record in  
CLERMONT COUNTY, OH  
DEBORAH HALL CLEPPER  
11-30-2009 At 03:37 pm.  
DEED 36.00  
OR Book 2215 Page 1376 - 1378



200815857  
(jk)

**SHERIFF'S DEED**  
Revised Code Sec. 2329.36

I, A.J. Rodenberg, Jr., **Sheriff of Clermont County, Ohio**, pursuant to the Order of Sale entered on March 18, 2009, the Confirmation of Sale entered on September 17, 2009, and in consideration of the sum of \$73,334.00 dollars, the receipt whereof is hereby acknowledged, does hereby **GRANT, SELL AND CONVEY** unto Federal Home Loan Mortgage Corporation, whose tax mailing address is 8200 Jones Branch Drive, Mailstop 202, McLean, VA 22102, all the rights, title and interest of the parties in Court of Common Pleas, Clermont County, Ohio, Case Number 2008 CVE 00656, Provident Funding Associates, L.P. vs. Kenneth E. Allen, Jr., et al., and all pleadings therein incorporated herein by reference in and to the following Lands and Tenements situated in the County of Clermont AND State of Ohio, known and described as follows, to-wit:

\*\*\*\*\*

*(SEE ATTACHED LEGAL DESCRIPTION)*



BK: 2215 PG: 1377

Premises commonly known as: 7236 Edenton Pleasant Plain Road, Pleasant Plain, OH 45162

Tax Mailing address: 8200 Jones Branch Drive Mailstop 202, McLean, VA 22102

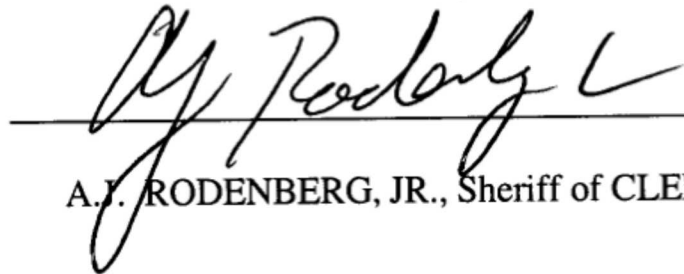
This deed does not reflect any restrictions, conditions or easements of record.

Prior Owner: Kenneth E. Allen, Jr., et al.

Parcel Number: 11-22-06A-041

Prior Instrument Reference: Book 1268, page 1553

Executed this 3rd day of NOVEMBER, 2009.

  
A.J. RODENBERG, JR., Sheriff of CLERMONT County, Ohio

STATE OF OHIO                     )  
  ) SS:  
COUNTY OF CLERMONT         )

The foregoing was acknowledged before me this 3rd day of November, 2009 by A.J. RODENBERG, JR. Sheriff of Clermont County, Ohio.

  
Notary Public  
State of Ohio  
My Commission Expires Sept. 2, 2011  
**MARY A. GREGORY**  
Notary Public, State of Ohio  
My commission Expires Sept. 2, 2011

This instrument was prepared by:  
Douglas A. Mackinnon  
LERNER, SAMPSON & ROTHFUSS  
120 East Fourth Street, 8th Floor  
Cincinnati, OH 45202-4007  
11/3/09



BK: 2215 PG: 1378

Situated in Vowel's Military Survey No. 3800 and Binn's Military Survey No. 1499 of the Virginia Military Survey District, Goshen Township, Clermont County, Ohio and being more particularly described as follows:

Commencing at P.K. nail set at the centerline intersection of State Route 28 and Edenton-Pleasant Plain Road, thence South  $34^{\circ} 32' 34''$  East, along the centerline of Edenton-Pleasant Plain Road, for a distance of 175.00 feet to a P.K. nail set at the place of beginning for the parcel hereby described;

Thence N.  $56^{\circ} 13' 00''$  East, passing a  $5/8''$  iron pin set at 20.00 feet, for a total distance of 200.00 feet to a  $5/8''$  iron pin set;

Thence S.  $34^{\circ} 33' 00''$  East for a distance of 124.66 feet to a  $5/8''$  iron pin set;

Thence S.  $56^{\circ} 07' 08''$  West, passing a  $5/8''$  iron pin set at 180.00 feet, for a total distance of 200.00 feet to a P.K. Nail set in the centerline of Edenton-Pleasant Plain Road;  
Thence N.  $34^{\circ} 32' 34''$  West, along said centerline, for a distance of 125.00 feet to back to the place of beginning;

SAID PROPERTY CONTAINS 0.573 ACRES MORE OR LESS.

The above described real estate is a part of (or all of) the same premises described as recorded in Deed Book 905 page 423 of the Clermont County Ohio Deed Records.

Being the result of a survey and Plat dated 4/15/96, made by E. Frank Centens P.S., Ohio Reg. No. S-7572.

Filed in the office of  
LINDA L. FRALEY  
CLERMONT COUNTY AUDITOR  
Date 11/25/09  
By [Signature]  
Deputy Auditor

TL 41-51  
NOV 25 2009  
APPROVED  
FOR TRANSFER  
PATRICK J. MANGER  
COUNTY ENGINEER  
CLERMONT COUNTY, O.  
BY [Signature]

# 2961  
This conveyance has been examined and the  
Grantor has complied with Section 319.202  
of the Revised Code.  
FEES 293.100 (13334.00)  
EXEMPT  
LINDA L. FRALEY, County Auditor

TD 11 BK 22 PG 06A PAR 041.

0.573 A<sub>2</sub>