

ALTA COMMITMENT FOR TITLE INSURANCE
issued by
First American Title Insurance Company

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.


COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, **First American Title Insurance Company, (the "Company")**, commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

This page is only a part of a 2021 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that under applicable law illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I-Requirements; and
- f. Schedule B, Part II-Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. DEFINITIONS

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I-Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

ALTA TITLE INSURANCE COMMITMENT
BY
First American Title Insurance Company

SCHEDULE A

File No: P24-1495
Issue Date: September 24, 2024

Address Reference: 4133 East Main Street, Columbus, OH 43213

1. Effective Date: **September 18, 2024 @ 8:00 a.m.**
2. Policy (or Policies) to be issued: Proposed Policy Amount
 - a. ALTA® 2021 Owner's Policy Purchase Price at Judicial Sale

Proposed Insured: Successful Bidder at Judicial Sale
 - b. ALTA® 2021 Loan Policy

Proposed Insured:
 - c. Proposed Insured: \$
3. **Fee Simple** interest in the land described in this Commitment is owned, at the Effective Date, by **Ricky A. Caffee and Judie B. Caffee, by deed recorded November 21, 2014 in Instrument No. 201411210155864**
4. The land referred to in the Commitment is described as follows:

SEE ATTACHED EXHIBIT "A"

Countersigned
Nova Title Agency, Inc.

By John J Dyer, III
John J Dyer III Esq., Agent
Nova Title Agency, Inc.
6001 Cochran Road, Ste. 302
Solon, OH 44139
(440) 600-5550

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EXHIBIT "A"**Tract One**

Situated in the City of Whitehall, County of Franklin, and State of Ohio, being a part of Reserve B of Jaeger Manor as the same is known and delineated upon the recorded plat thereof of record in Plat Book 21, Page 9, Recorder's Office, Franklin County, Ohio, and being more particularly described as follows:

Beginning at a point in the north line of Reserve B above mentioned, which point bears North 86° 11' East 170.50 feet from an iron pin at the northwest corner of said Reserve B;

Thence, with the north line of said Reserve B, North 86° 11' East 65.00 feet to a point;

Thence South 01° 56' East, parallel with the east line of Karl Street shown on the above mentioned plat, to a point in the south line of said Reserve B;

Thence, with the south line of said Reserve B, South 88° 04' West approximately 65.00 feet to a point in the south line of said Reserve B where the said south line of Reserve B intersects with the east line of the premises conveyed by Gebhard Jaeger to Ruth L. Pence as shown by deed dated July 23, 1943 and recorded in Deed Book 1231, Page 411, Recorder's Office, Franklin County, Ohio;

Thence North 01° 56' West, parallel with the east line of said Karl Street, to the place of beginning.

Tract Two

Situated in the City of Whitehall, County of Franklin, and State of Ohio, being 30.00 feet of of the east side of the following described premises:

Being a part of Reserve B of Jaeger Manor as the same is shown of record in Plat Book 21, Page 9, Recorder's Office, Franklin County, Ohio, and being more particularly described as follows:

Beginning at a stake in the north line of Reserve B above mentioned, which bears North 86° 11' East 63.50 feet from an iron pin at the northwest corner of said Reserve B;

Thence, with the north line of Reserve B, North 86° 11' East 107.00 feet to a stake;

Thence South 01° 56' East, across said Reserve B, to a point in the south line thereof, the same being the north line of an alley;

Thence Westerly, along the north line of said alley and the south line of Reserve B, 106.94 feet to a point;

Thence North 01° 56' West, parallel with the east line of Karl Street in said Jaeger Manor, to a stake in the north line of Reserve B, the place of beginning, the west property line of said 30.00 foot strip being parallel to the east line of the above described premises.

Subject to an easement for right of ingress and egress over the present driveway on said 30.00 foot strip with privilege to the grantee herein to terminate said easement on three months notice in the event of the construction of a permanent building on side driveway.

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ALTA COMMITMENT FOR TITLE INSURANCE

**SCHEDULE B - SECTION I
REQUIREMENTS**

The following requirements must be met:

1. Payment of the full consideration to, or for the account of, the grantors or mortgagor.
2. Instruments in insurable form which must be executed delivered, and duly filed for record to wit:
 - a. Documents satisfactory to us creating the interest in the land and/or the mortgage to be signed, delivered and recorded.
 - b. You must tell us in writing the name of anyone not referred to in the Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements and exceptions.
 - c. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
 - d. Payment of all premiums, fees, and charges for the policy of the insured.
 - e. Satisfaction evidence should be had that improvements and/or repairs or alterations thereto are completed; that Contractor, Subcontractors, Labor and Materialmen are all paid.
 - f. A properly executed release or satisfaction of the following to be released as part of the confirmation entry: Item 13 of Schedule B - Section II.
 - g. Subject to the underwriter approval to insure through the foreclosure action which this transaction arose from.
 - h. Deed from the Sheriff of Franklin County or Private Selling Officer to Successful Bidder at Judicial Sale.

ALTA COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION II

EXCEPTIONS

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Rights or claims of parties in possession not shown by the public records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
4. Easements or claims of easements not shown by the public records.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. Oil and gas leases, pipeline agreements, or any other instruments related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.

NOTE: This exception will only appear in the final loan policy.

8. Taxes or assessments approved, levied or enacted by the State, County, Municipality, Township or similar taxing authority but not yet certified to the tax duplicate of the country in which the land is situated, including any retroactive increases in taxes or assessments resulting from any retroactive increases in the valuation of the land by the State, County, Municipality, Township or other taxing authority. Note: Delinquent sewer rental charge and water bills may become a lien on the real estate. No liability is assumed by this company for ascertaining the status of these utility charges and insured is cautioned to obtain the current status of the payments.
9. Ohio law, effective October 3, 2023, prohibits ownership of real property by certain foreign parties. This law can be found at O.R.C. §5301.256. Any loss or damage incurred as a result of a violation of this law is excluded from coverage under the terms of a title insurance policy.
10. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted, or reserved.
11. Items shown on the plat as recorded in Volume 21, Page 9 of Franklin County Records. (For Conditions See Record.)

- 12. Easement as recorded in Microfiche 05481H11 of Franklin County Records. (For Conditions See Record.)
- 13. Open-End Mortgage from Ricky A. Caffee and Judie B. Caffee, husband and wife, to The Huntington National Bank (P.O. Box 34, 1470-NC1W25, Columbus, OH 43234) in the amount of \$517,000.00, dated November 20, 2014 and filed November 21, 2014 in Instrument No. 201411210155866 of Franklin County Records.

14. Action for Foreclosure:

The following entries appear in the Franklin County Common Pleas Court for Case No. 24 CV 006472:

The Huntington National Bank
vs.
Ricky A. Caffee, et al.

August 21, 2024: Complaint filed.

- 15. Judgment Lien in favor of The Huntington National Bank (41 South High St., Columbus, OH 43215), Attorney for Lienholder: Jeffrey J. Madison (612 Park St., Ste. 300, Columbus, OH 43215), against Advanced Homes Care, Inc.; Ricky A. Caffee; and Judie B. Caffee (4133 E. Main St., Columbus, OH 43213) in the amount of \$447,555.48 plus interest and costs, filed September 19, 2024 in Judgment Docket 24 JG 058559 of Franklin County Records.
- 16. NOTE: Liens in favor of the State of Ohio filed, but not yet indexed in the dockets of the Franklin County Common Pleas Court.
- 17. The records of the Franklin County Auditor for Parcel No. 090-001998-00 show the following real estate tax information:

Taxes for the First Half of 2023 in the amount of \$23,654.50, which includes delinquencies, penalties, and interest, are a lien due and payable.

VALUATION:	LAND	BUILDING	TOTAL
	44630	151900	196530

Property Address is known as: 4133 East Main Street, Whitehall, Ohio (as per Franklin County Tax Auditor)

TRANSFERRED

NOV 21 2014

CLARENCE E. MINGO II
AUDITOR
FRANKLIN COUNTY, OHIO

21912

201411210155864
Pgs: 3 \$36.00 T20140080196
11/21/2014 10:34AM BXBEXLEY TITL
Terry J. Brown
Franklin County Recorder

Conveyance	
Mandatory-	169.00
Permissive-	169.00
CLARENCE E. MINGO II FRANKLIN COUNTY AUDITOR	

WARRANTY DEED

Jerry T. Henry and Barbara R. Henry, husband and wife, Grantors, for valuable consideration paid, grant with general warranty covenants, to Ricky A. Caffee and Judie B. Caffee, whose tax mailing address is 4133 E. Main St., Whitehall, OH 43213, the following described REAL PROPERTY:

SEE ATTACHED LEGAL DESCRIPTION

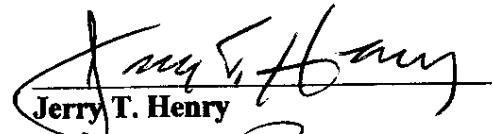
AKA 4133 E. Main St.
PN 090-001998

BEXLEY TITLE BOX


Except for the following and subject to all of which this conveyance is made: legal highways; zoning ordinances; real estate taxes and assessments which are now or may hereafter become liens on said premises; covenants, conditions, restrictions and easements of record; and all coal, oil, gas and other mineral rights and interests previously transferred or reserved of record.

Prior Instrument Reference: Instrument No. 201304120061304, of the Records of Franklin County, Ohio.

Executed by the said **Jerry T. Henry and Barbara R. Henry, husband and wife**, this 19 day of November, 2014.



 Jerry T. Henry



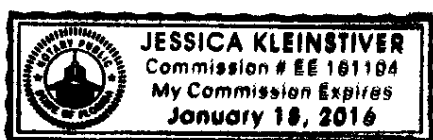
 Barbara R. Henry

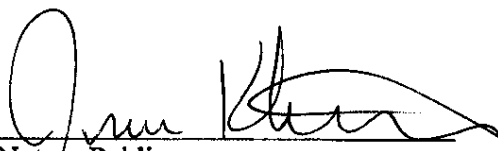
State of Florida
County of SARASOTA, ss:

BE IT REMEMBERED, that on this 19th day of November, 2014 before me, the subscriber, a **NOTARY PUBLIC** in and for said State, personally came, **Jerry T. Henry and**

Barbara R. Henry, husband and wife, the Grantors in the foregoing Deed, and acknowledged the signing thereof to be their voluntary act and deed.

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




Notary Public

This instrument was prepared by:

D. Dachner
Attorney at Law
2369 E. Main Street
Columbus Oh 43209
(614) 236-1950

BTIA-1176

Tract One:

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

Being a part of Reserve "B" of Jaeger Manor Subdivision, as the same is known and delineated upon the recorded plat thereof, of record in Plat Book 21, Page 9, Recorder's Office, Franklin County, Ohio, and being more particularly described as follows:

Beginning at a point in the north line of Reserve "B" above mentioned, which point bears N 86° 11'E 170.5 ft., from an iron pin at the northwest corner of said Reserve "B", thence with the north line of said Reserve "B", 86° 11' E 65 ft. to a point;

Thence S 1° 56' E., parallel with the East line of Karl Street, shown on the above mentioned plat, to a point in the South line of said Reserve "B", thence with the South line of said Reserve "B" S 88° 04' W approximately 65 feet to a point in the South line of said Reserve "B" where the said South line of Reserve "B" intersects with the East line of the premises conveyed by Gebhard Jaeger to Ruth L. Pence, as shown by deed dated July 23, 1943 and recorded in Deed Book 1231, Page 411, Recorder's Office, Franklin County, Ohio;

Thence N 1° 56' W parallel with the East line of said Karl Street, to the place of beginning.

Tract Two:

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

Being Thirty (30) feet off of the East side of the following described premises:

Being a part of "Reserve B" of Jaeger Manor, as the same is shown of record in Plat Book 21, Page 9, Recorder's Office, Franklin County, Ohio and being more particularly described as follows:

Beginning at a stake in the North line of "Reserve B" above mentioned which bears N 86° 11'E 63.5 feet from an iron pin at the Northwest corner of said Reserve;

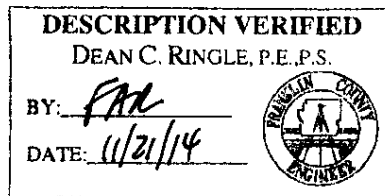
Thence with the North line of "Reserve B" North 86° 11' E 107 feet to a stake;

Thence S 1° 56' E across said "Reserve B" to a point in the South line thereof the same being the North line of an alley;

Thence Westerly along the North line of said alley and the South line of "Reserve B" 106.94 ft to a point;

Thence N 1° 56'W parallel with the East line of Karl Street in said Jaeger Manor addition to a stake in the North line of "Reserve B" the place of beginning, the West property line of said 30 foot strip being parallel to the East line of the above described premises. Subject to an easement for right of ingress and egress over the present driveway on said 30 foot strip with privilege to the Grantee herein to terminate said easement on three months notice in the event of the construction of a permanent building on side driveway.

AKA 4133 E. Main St.
PN 090-001998



N-148-D
ALL OF
(090)
1998

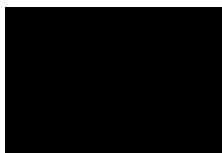


201411210155866
 Pgs: 15 \$132.00 T20140080196
 11/21/2014 10:35AM BXBEXLEY TITL
 Terry J. Brown
 Franklin County Recorder

RECORDATION REQUESTED BY:
 THE HUNTINGTON NATIONAL BANK, Columbus LPO, P. O. Box 341470 - NC1W25,
 Columbus, OH 43234-9909

WHEN RECORDED MAIL TO:
 THE HUNTINGTON NATIONAL BANK, NC1W25, P. O. Box 341470, Columbus, OH
 43234-9909

FOR RECORDER'S USE ONLY



OPEN - END MORTGAGE

MAXIMUM LIEN: The Maximum Amount of Loan Indebtedness secured by this Open-End Mortgage is \$517,000.00. The words "Maximum Amount of Loan Indebtedness" as used in this Mortgage mean the maximum unpaid balance of loan advances made under the Note which may be outstanding at any one time. The Maximum Amount of Loan Indebtedness does not include any (A) interest, (B) taxes, (C) assessments, (D) insurance premiums, or (E) costs incurred for the protection of the Property. Grantor and Lender intend that, in addition to any other indebtedness or obligations secured hereby, this Mortgage shall secure indebtedness arising from loan advances made by Lender after this Mortgage is delivered to the recorder for record.

BXBEXLEY TITLE BOX

THIS MORTGAGE dated November 20, 2014, is made and executed between Ricky A. Caffee and Judie B. Caffee, Husband and Wife, whose address is 1709 Woodcrest Road, Columbus, OH 43232 (referred to below as "Grantor") and THE HUNTINGTON NATIONAL BANK, whose address is P. O. Box 341470 - NC1W25, Columbus, OH 43234-9909 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor grants, mortgages and conveys to Lender, with mortgage covenants and upon the statutory condition, all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Franklin County, State of Ohio:

See Exhibit "A", which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as 4133 E. Main Street, Columbus, OH 43213. The Real Property tax identification number is 090-001998-80 and 090-001998-90.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one



**MORTGAGE
(Continued)**

Page 2

action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Mortgage is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Mortgage and to hypothecate the Property; (c) the provisions of this Mortgage do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Borrower shall pay to Lender all Indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all Borrower's and Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or



**MORTGAGE
(Continued)**

should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

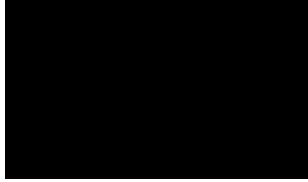
Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Ohio law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this



**MORTGAGE
(Continued)**

Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

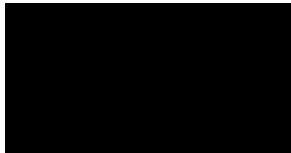
Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of twenty (20) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$1,000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of



**MORTGAGE
(Continued)**

the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:



**MORTGAGE
(Continued)**

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Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

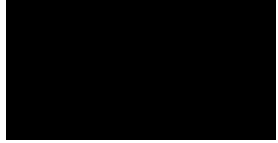
Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Borrower.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.



**MORTGAGE
(Continued)**

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Borrower's and Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Borrower and Grantor pay all the Indebtedness when due, and Grantor otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

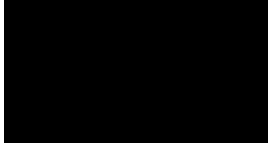
Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Other Defaults. Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

Default in Favor of Third Parties. Should Borrower or any Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or any Grantor's property or Borrower's ability to repay the Indebtedness or Borrower's or Grantor's ability to perform their respective obligations under this Mortgage or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time



**MORTGAGE
(Continued)**

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made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution or termination of Borrower's or Grantor's existence as a going business, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Borrower or Grantor under the terms of any other agreement between Borrower or Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Borrower or Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Borrower or Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Borrower would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Borrower or Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this



**MORTGAGE
(Continued)**

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subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Borrower or Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

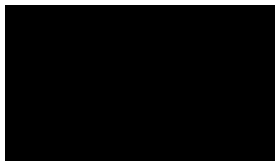
Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Borrower and Grantor hereby waive any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or Borrower and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy



**MORTGAGE
(Continued)**

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proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH REGARD TO ASSIGNMENT OF RENTS. Grantor warrants that:

Ownership. Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

Right to Assign. Grantor has the full right, power and authority to enter into this Assignment and to assign and convey the Rents to Lender.

No Prior Assignment. Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

No Further Transfer. Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Mortgage.

INTERPRETATION. If there is more than one Grantor, each reference in this Agreement to "Grantor" shall apply to each Grantor separately as well as to all of them jointly, and the obligations, covenants, promises, warranties and representations of Grantor shall be joint and several.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Applicable Law. The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations: (a) When SBA is the holder of the Note, this document and all documents



**MORTGAGE
(Continued)**

evidencing or securing this Loan will be construed in accordance with federal law. (b) Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan. Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

Joint and Several Liability. All obligations of Borrower and Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Mortgage.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any person or circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other person or circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Waive Jury. All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:



**MORTGAGE
(Continued)**

Borrower. The word "Borrower" means Advanced Home Care, Inc.; Judie B. Caffee; and Ricky A. Caffee and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Default. The word "Default" means the Default set forth in this Mortgage in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Grantor. The word "Grantor" means Ricky A. Caffee and Judie B. Caffee.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means THE HUNTINGTON NATIONAL BANK, its successors and assigns.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means the promissory note dated November 20, 2014, in the original principal amount of \$517,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is December 5, 2031. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all



**MORTGAGE
(Continued)**

proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

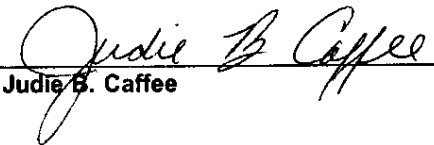
Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

x 

Ricky A. Caffee

x 

Judie B. Caffee

This instrument was prepared by THE HUNTINGTON NATIONAL BANK, 7 Easton Oval, Columbus, OH 43219.



MORTGAGE
(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Ohio

COUNTY OF Franklin



TODD W. ROZENS
Notary Public, State of Ohio
My Commission Expires Dec. 21, 2013

On this day before me, the undersigned Notary Public, personally appeared **Ricky A. Caffee and Judie B. Caffee**, to me known to be the individuals described in and who executed the Mortgage, and acknowledged before me that they signed the Mortgage as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 20th day of November, 2014.

By [Signature]

Residing at Westerville, OH

Notary Public in and for the State of Ohio

My commission expires 1/9/19

SATISFACTION AND DISCHARGE OF MORTGAGE

(To be used only when obligations have been paid in full)

_____, 20____, _____, Ohio

The conditions and obligations of this Mortgage have been complied with, and therefore this Mortgage is hereby satisfied and discharged.

Attest:
BANK

THE HUNTINGTON NATIONAL

By:

Tract One:

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

Being a part of Reserve "B" of Jaeger Manor Subdivision, as the same is known and delineated upon the recorded plat thereof, of record in Plat Book 21, Page 9, Recorder's Office, Franklin County, Ohio, and being more particularly described as follows:

Beginning at a point in the north line of Reserve "B" above mentioned, which point bears N 86° 11' E 170.5 ft., from an iron pin at the northwest corner of said Reserve "B", thence with the north line of said Reserve "B", 86° 11' E 65 ft. to a point;

Thence S 1° 56' E., parallel with the East line of Karl Street, shown on the above mentioned plat, to a point in the South line of said Reserve "B", thence with the South line of said Reserve "B" S 88° 04' W approximately 65 feet to a point in the South line of said Reserve "B" where the said South line of Reserve "B" intersects with the East line of the premises conveyed by Gebhard Jaeger to Ruth L. Pence, as shown by deed dated July 23, 1943 and recorded in Deed Book 1231, Page 411, Recorder's Office, Franklin County, Ohio;

Thence N 1° 56' W parallel with the East line of said Karl Street, to the place of beginning.

Tract Two:

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

Being Thirty (30) feet off of the East side of the following described premises:

Being a part of "Reserve B" of Jaeger Manor, as the same is shown of record in Plat Book 21, Page 9, Recorder's Office, Franklin County, Ohio and being more particularly described as follows:

Beginning at a stake in the North line of "Reserve B" above mentioned which bears N 86° 11' E 63.5 feet from an iron pin at the Northwest corner of said Reserve;

Thence with the North line of "Reserve B" North 86° 11' E 107 feet to a stake;

Thence S 1° 56' E across said "Reserve B" to a point in the South line thereof the same being the North line of an alley;

Thence Westerly along the North line of said alley and the South line of "Reserve B" 106.94 ft to a point;

Thence N 1° 56' W parallel with the East line of Karl Street in said Jaeger Manor addition to a stake in the North line of "Reserve B" the place of beginning, the West property line of said 30 foot strip being parallel to the East line of the above described premises. Subject to an easement for right of ingress and egress over the present driveway on said 30 foot strip with privilege to the Grantee herein to terminate said easement on three months notice in the event of the construction of a permanent building on side driveway.

AKA 4133 E. Main St.
PN 090-001998

Maryellen O'Shaughnessy Franklin County Clerk of Courts



Home **Case Information Online** Court Schedule

Last Name: First Name: Middle Init: Court: All Case: 24 CV 006472
 Name of: Party Filed From: To: Records Per Page: 25

Advanced Search

CIVIL CASE DETAIL

[Previous Case](#)

[Next Case](#)

CASE NUMBER	TYPE of CASE	STATUS	DATE FILED
24 CV 006472	FORECLOSURES	ACTIVE	08/21/2024
JUDGE	COURTROOM		
KAREN PHIPPS	COURTROOM 7F 345 SOUTH HIGH STREET 7TH FLOOR COLUMBUS, OH 43215		

PLAINTIFF(S)	
Name	Attorney
<input type="checkbox"/> THE HUNTINGTON NATIONAL BANK 41 SOUTH HIGH STREET COLUMBUS, OH 43215	JEFFREY J MADISON PARK STREET LAW GROUP SUITE 300 612 PARK STREET COLUMBUS, OH 43215 (614) 569-4951

DEFENDANT(S)	
Name	Attorney
<input type="checkbox"/> RICKY A CAFFEE 1709 WOODCREST ROAD COLUMBUS, OH 43232	NO ATTORNEY ON RECORD
<input type="checkbox"/> FRANKLIN COUNTY OHIO TREASURER 373 SOUTH HIGH ST 17TH FLOOR COLUMBUS, OH 43215	NO ATTORNEY ON RECORD
<input type="checkbox"/> UNKNOWN OCCUPANTS 4133 E MAIN STREET WHITEHALL, OH 43213	NO ATTORNEY ON RECORD
<input type="checkbox"/> ADVANCED HOMES CARE INC 4133 E MAIN STREET WHITEHALL, OH 43213	NO ATTORNEY ON RECORD
<input type="checkbox"/> JUDIE B CAFFEE 1709 WOODCREST ROAD COLUMBUS, OH 43232	NO ATTORNEY ON RECORD

CASE SCHEDULE	
Date	Description
08/21/24	CASE FILED
10/16/24	INITIAL DISCLOSURES OF THE PARTIES [CIV. R. 26(B)(3)]
	SET UPON REQUEST TO CHAMBERS
	EXPERT WITNESS [CIV. R. 26(B)(7)]
01/15/25	DISCLOSE IDENTITY - PARTY WITH BURDEN
NO LATER THAN 30 DAYS AFTER OPPOSING DISCLOSURE	DISCLOSE IDENTITY - PARTY WITHOUT BURDEN
02/12/25	EXPERT REPORT & CV DUE - PARTY WITH BURDEN
NO LATER THAN 45 DAYS AFTER OPPOSING REPORTS	EXPERT REPORT & CV DUE - PARTY WITHOUT BURDEN
04/16/25	DISPOSITIVE MOTION DEADLINE
05/14/25	DISCOVERY CUTOFF DATE
SET UPON REQUEST TO CHAMBERS	FINAL PRETRIAL CONFERENCE
09/02/25	TRIAL ASSIGNMENT

DOCKET		Show All Descriptions <input checked="" type="checkbox"/>		Select Docket Category	All <input type="button" value="v"/>	Image	Fiche	Frame	Pages
Date	Description								
<input type="checkbox"/> 09/03/24	SERVICE COMPLETE - CERTIFIED MAIL						E4033	N80	1
	TIE FILING DATE: 08/22/24								
	DATE - SERVICE: 08/26/24								
	NAME: FRANKLIN COUNTY OHIO TREASURER								
<input type="checkbox"/> 09/03/24	SERVICE COMPLETE - CERTIFIED MAIL						E4033	N79	1
	TIE FILING DATE: 08/22/24								
	DATE - SERVICE: 08/26/24								
	NAME: UNKNOWN OCCUPANTS								
<input type="checkbox"/> 09/03/24	SERVICE COMPLETE - CERTIFIED MAIL						E4033	N78	1

TIE FILING DATE: 08/22/24 DATE - SERVICE: 08/26/24 NAME: ADVANCED HOMES CARE INC			
<input checked="" type="checkbox"/>	08/27/24	SERVICE COMPLETE - CERTIFIED MAIL	1
TIE FILING DATE: 08/22/24 DATE - SERVICE: 08/24/24 NAME: JUDIE B CAFFEE			
<input checked="" type="checkbox"/>	08/27/24	SERVICE COMPLETE - CERTIFIED MAIL	1
TIE FILING DATE: 08/22/24 DATE - SERVICE: 08/24/24 NAME: RICKY A CAFFEE			
<input checked="" type="checkbox"/>	08/22/24	PROOF OF SERVICE ISSUED - CERTIFIED MAIL	1
NAME: RICKY A CAFFEE PLNTIF/DEFNDT IND: D SERVICE ITEM DESC: ORIGINAL SUMMONS/COMPLAINT CERTIFIED MAIL NO: 522809273044 ADDRESS: 1709 WOODCREST ROAD COLUMBUS, OH 43232 ATTORNEY NAME: JEFFREY J MADISON ATTORNEY ADDRESS: PARK STREET LAW GROUP SUITE 300 612 PARK STREET COLUMBUS, OH 43215 (614) 569-4951 TIE FILING DATE: 08/21/24 RETURNED - SERVED ON 08/24/24			
<input checked="" type="checkbox"/>	08/22/24	PROOF OF SERVICE ISSUED - CERTIFIED MAIL	1
NAME: JUDIE B CAFFEE PLNTIF/DEFNDT IND: D SERVICE ITEM DESC: ORIGINAL SUMMONS/COMPLAINT CERTIFIED MAIL NO: 522809273037 ADDRESS: 1709 WOODCREST ROAD COLUMBUS, OH 43232 ATTORNEY NAME: JEFFREY J MADISON ATTORNEY ADDRESS: PARK STREET LAW GROUP SUITE 300 612 PARK STREET COLUMBUS, OH 43215 (614) 569-4951 TIE FILING DATE: 08/21/24 RETURNED - SERVED ON 08/24/24			
<input checked="" type="checkbox"/>	08/22/24	PROOF OF SERVICE ISSUED - CERTIFIED MAIL	1
NAME: ADVANCED HOMES CARE INC PLNTIF/DEFNDT IND: D SERVICE ITEM DESC: ORIGINAL SUMMONS/COMPLAINT CERTIFIED MAIL NO: 522809273020 ADDRESS: 4133 E MAIN STREET WHITEHALL, OH 43213 ATTORNEY NAME: JEFFREY J MADISON ATTORNEY ADDRESS: PARK STREET LAW GROUP SUITE 300 612 PARK STREET COLUMBUS, OH 43215 (614) 569-4951 TIE FILING DATE: 08/21/24 RETURNED - SERVED ON 08/26/24			
<input checked="" type="checkbox"/>	08/22/24	PROOF OF SERVICE ISSUED - CERTIFIED MAIL	1
NAME: UNKNOWN OCCUPANTS PLNTIF/DEFNDT IND: D SERVICE ITEM DESC: ORIGINAL SUMMONS/COMPLAINT CERTIFIED MAIL NO: 522809273013 ADDRESS: 4133 E MAIN STREET WHITEHALL, OH 43213 ATTORNEY NAME: JEFFREY J MADISON ATTORNEY ADDRESS: PARK STREET LAW GROUP SUITE 300 612 PARK STREET COLUMBUS, OH 43215 (614) 569-4951 TIE FILING DATE: 08/21/24 RETURNED - SERVED ON 08/26/24			
<input checked="" type="checkbox"/>	08/22/24	PROOF OF SERVICE ISSUED - CERTIFIED MAIL	1
NAME: FRANKLIN COUNTY OHIO TREASURER PLNTIF/DEFNDT IND: D SERVICE ITEM DESC: ORIGINAL SUMMONS/COMPLAINT CERTIFIED MAIL NO: 522809273006 ADDRESS: 373 SOUTH HIGH ST 17TH FLOOR COLUMBUS, OH 43215 ATTORNEY NAME: JEFFREY J MADISON ATTORNEY ADDRESS: PARK STREET LAW GROUP SUITE 300 612 PARK STREET COLUMBUS, OH 43215 (614) 569-4951 TIE FILING DATE: 08/21/24			

RETURNED - SERVED ON 08/26/24

Date	Description	Case No.	Sub No.	Count
08/22/24	SUMMONS ISSUED	E4026	D37	1
08/22/24	SUMMONS ISSUED	E4026	D36	1
08/22/24	SUMMONS ISSUED	E4026	D35	1
08/22/24	SUMMONS ISSUED	E4026	D34	1
08/22/24	SUMMONS ISSUED	E4026	D33	1
<input type="checkbox"/> 08/21/24	APPLIED - CLERK			00
AMOUNT - DEPOSIT: 25.00 HOW PAID IND: CASH INTRST BEARNG IND: N RECEIPT NUMBER: 6589275 PLNTIF/DEFNDT IND: P NAME: THE HUNTINGTON NATIONAL BANK ATTORNEY NAME: JEFFREY J MADISON ATTORNEY ADDRESS: PARK STREET LAW GROUP SUITE 300 612 PARK STREET COLUMBUS, OH 43215 (614) 569-4951				
<input type="checkbox"/> 08/21/24	APPLIED - SPECIALTY DOCKET FUND			00
AMOUNT - DEPOSIT: 2.00 HOW PAID IND: CASH INTRST BEARNG IND: N RECEIPT NUMBER: 6589275 PLNTIF/DEFNDT IND: P NAME: THE HUNTINGTON NATIONAL BANK ATTORNEY NAME: JEFFREY J MADISON ATTORNEY ADDRESS: PARK STREET LAW GROUP SUITE 300 612 PARK STREET COLUMBUS, OH 43215 (614) 569-4951				
<input type="checkbox"/> 08/21/24	APPLIED - COMPUTERIZED RESEARCH LEGAL FEES			00
AMOUNT - DEPOSIT: 6.00 HOW PAID IND: CASH INTRST BEARNG IND: N RECEIPT NUMBER: 6589275 PLNTIF/DEFNDT IND: P NAME: THE HUNTINGTON NATIONAL BANK ATTORNEY NAME: JEFFREY J MADISON ATTORNEY ADDRESS: PARK STREET LAW GROUP SUITE 300 612 PARK STREET COLUMBUS, OH 43215 (614) 569-4951				
<input type="checkbox"/> 08/21/24	APPLIED - DAILY REPORTER			00
AMOUNT - DEPOSIT: 10.00 HOW PAID IND: CASH INTRST BEARNG IND: N RECEIPT NUMBER: 6589275 PLNTIF/DEFNDT IND: P NAME: THE HUNTINGTON NATIONAL BANK ATTORNEY NAME: JEFFREY J MADISON ATTORNEY ADDRESS: PARK STREET LAW GROUP SUITE 300 612 PARK STREET COLUMBUS, OH 43215 (614) 569-4951				
<input type="checkbox"/> 08/21/24	APPLIED - E-FILING CHARGE			00
AMOUNT - DEPOSIT: 5.00 HOW PAID IND: CASH INTRST BEARNG IND: N RECEIPT NUMBER: 6589275 PLNTIF/DEFNDT IND: P NAME: THE HUNTINGTON NATIONAL BANK ATTORNEY NAME: JEFFREY J MADISON ATTORNEY ADDRESS: PARK STREET LAW GROUP SUITE 300 612 PARK STREET COLUMBUS, OH 43215 (614) 569-4951				
<input type="checkbox"/> 08/21/24	APPLIED - LEGAL AID			00
AMOUNT - DEPOSIT: 26.00 HOW PAID IND: CASH INTRST BEARNG IND: N RECEIPT NUMBER: 6589275 PLNTIF/DEFNDT IND: P NAME: THE HUNTINGTON NATIONAL BANK ATTORNEY NAME: JEFFREY J MADISON ATTORNEY ADDRESS: PARK STREET LAW GROUP SUITE 300 612 PARK STREET COLUMBUS, OH 43215 (614) 569-4951				
<input type="checkbox"/> 08/21/24	SECURITY DEPOSIT RECEIVED			00
AMOUNT - PAID: 300.00 HOW PAID IND: CASH				

RECEIPT NUMBER: 6589275
 PLNTIF/DEFNDT IND: P
 NAME: THE HUNTINGTON NATIONAL BANK
 ATTORNEY NAME: JEFFREY J MADISON
 ATTORNEY ADDRESS: PARK STREET LAW GROUP
 SUITE 300
 612 PARK STREET
 COLUMBUS, OH 43215
 (614) 569-4951

08/21/24 APPLIED - COURT COMPUTERIZATION 00

AMOUNT - DEPOSIT: 20.00
 HOW PAID IND: CASH
 INTRST BEARNG IND: N
 RECEIPT NUMBER: 6589275
 PLNTIF/DEFNDT IND: P
 NAME: THE HUNTINGTON NATIONAL BANK
 ATTORNEY NAME: JEFFREY J MADISON
 ATTORNEY ADDRESS: PARK STREET LAW GROUP
 SUITE 300
 612 PARK STREET
 COLUMBUS, OH 43215
 (614) 569-4951

08/21/24 APPLIED - DEPOSIT FOR COSTS 00

AMOUNT - DEPOSIT: 206.00
 HOW PAID IND: CASH
 INTRST BEARNG IND: N
 RECEIPT NUMBER: 6589275
 PLNTIF/DEFNDT IND: P
 NAME: THE HUNTINGTON NATIONAL BANK
 ATTORNEY NAME: JEFFREY J MADISON
 ATTORNEY ADDRESS: PARK STREET LAW GROUP
 SUITE 300
 612 PARK STREET
 COLUMBUS, OH 43215
 (614) 569-4951

08/21/24 REQUEST FOR SERVICE - CERTIFIED MAIL  0G972 S25 2

NAME: FRANKLIN COUNTY OHIO TREASURER
 PLNTIF/DEFNDT IND: D
 SERVICE ITEM DESC: ORIGINAL SUMMONS/COMPLAINT
 ADDRESS: 373 SOUTH HIGH ST
 17TH FLOOR
 COLUMBUS, OH 43215
 ATTORNEY NAME: JEFFREY J MADISON
 ATTORNEY ADDRESS: PARK STREET LAW GROUP
 SUITE 300
 612 PARK STREET
 COLUMBUS, OH 43215
 (614) 569-4951
 NOTICE PRINT DATE: 08/21/24
 NOTICE MAIL DATE: 08/21/24

08/21/24 REQUEST FOR SERVICE - CERTIFIED MAIL  0G972 S25 2

NAME: UNKNOWN OCCUPANTS
 PLNTIF/DEFNDT IND: D
 SERVICE ITEM DESC: ORIGINAL SUMMONS/COMPLAINT
 ADDRESS: 4133 E MAIN STREET
 WHITEHALL, OH 43213
 ATTORNEY NAME: JEFFREY J MADISON
 ATTORNEY ADDRESS: PARK STREET LAW GROUP
 SUITE 300
 612 PARK STREET
 COLUMBUS, OH 43215
 (614) 569-4951
 NOTICE PRINT DATE: 08/21/24
 NOTICE MAIL DATE: 08/21/24

08/21/24 REQUEST FOR SERVICE - CERTIFIED MAIL  0G972 S25 2

NAME: ADVANCED HOMES CARE INC
 PLNTIF/DEFNDT IND: D
 SERVICE ITEM DESC: ORIGINAL SUMMONS/COMPLAINT
 ADDRESS: 4133 E MAIN STREET
 WHITEHALL, OH 43213
 ATTORNEY NAME: JEFFREY J MADISON
 ATTORNEY ADDRESS: PARK STREET LAW GROUP
 SUITE 300
 612 PARK STREET
 COLUMBUS, OH 43215
 (614) 569-4951
 NOTICE PRINT DATE: 08/21/24
 NOTICE MAIL DATE: 08/21/24

08/21/24 REQUEST FOR SERVICE - CERTIFIED MAIL  0G972 S25 2

NAME: JUDIE B CAFFEE
 PLNTIF/DEFNDT IND: D
 SERVICE ITEM DESC: ORIGINAL SUMMONS/COMPLAINT
 ADDRESS: 1709 WOODCREST ROAD
 COLUMBUS, OH 43232
 ATTORNEY NAME: JEFFREY J MADISON
 ATTORNEY ADDRESS: PARK STREET LAW GROUP
 SUITE 300

612 PARK STREET
 COLUMBUS, OH 43215
 (614) 569-4951

NOTICE PRINT DATE: 08/21/24

NOTICE MAIL DATE: 08/21/24

<input type="checkbox"/>	08/21/24	REQUEST FOR SERVICE - CERTIFIED MAIL		0G972	S25	2
NAME: RICKY A CAFFEE PLNTIF/DEFNDT IND: D SERVICE ITEM DESC: ORIGINAL SUMMONS/COMPLAINT ADDRESS: 1709 WOODCREST ROAD COLUMBUS, OH 43232 ATTORNEY NAME: JEFFREY J MADISON ATTORNEY ADDRESS: PARK STREET LAW GROUP SUITE 300 612 PARK STREET COLUMBUS, OH 43215 (614) 569-4951 NOTICE PRINT DATE: 08/21/24 NOTICE MAIL DATE: 08/21/24						
	08/21/24	COMMITMENT FOR TITLE INSURANCE		0G972	R95	29
	08/21/24	COMPLAINT FILED		0G972	R59	36
<input type="checkbox"/>	08/21/24	APPEARANCE FILED				
NAME: THE HUNTINGTON NATIONAL BANK PLNTIF/DEFNDT IND: P ATTORNEY NAME: JEFFREY J MADISON ATTORNEY ADDRESS: PARK STREET LAW GROUP SUITE 300 612 PARK STREET COLUMBUS, OH 43215 (614) 569-4951						
	08/21/24	CLERKS ORIGINAL CASE SCHEDULE FILED		0G972	S27	2
<input type="checkbox"/>	08/21/24	JUDGE ASSIGNED - ORIGINAL				
JUDGE: KAREN PHIPPS						
<input type="checkbox"/>	08/21/24	HEARING/EVENT SCHEDULED				
DATE - COURTROOM: 09/02/25 TIME - COURTROOM: 09:00 AM COURTROOM LOCATN: COURTROOM 7F 345 SOUTH HIGH STREET 7TH FLOOR COLUMBUS, OH 43215 HEARING TYPE DESC: TRIAL NOTICE REQ IND: Y NOTICE MAIL DATE: 07/04/25						

Maryellen O'Shaughnessy Franklin County Clerk of Courts



Home Case Information Online Court Schedule

Last Name: First Name: Middle Init: Court: All Case: 24 JG 058559

Name of: Party Filed From: To: Records Per Page: 25

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CIVIL CASE DETAIL

CASE NUMBER	TYPE of CASE	STATUS	DATE FILED
24 JG 058559	CERTIFICATE OF JUDGMENT	ACTIVE	09/19/2024

JUDGE	COURTROOM
DAN HAWKINS	COURTROOM 6B 345 SOUTH HIGH STREET 6TH FLOOR COLUMBUS, OH 43215

PLAINTIFF(S)	
Name	Attorney
<input type="checkbox"/> THE HUNTINGTON NATIONAL BANK 41 SOUTH HIGH STREET COLUMBUS, OH 43215	JEFFREY J MADISON PARK STREET LAW GROUP SUITE 300 612 PARK STREET COLUMBUS, OH 43215 (614) 569-4951

DEFENDANT(S)	
Name	Attorney
<input type="checkbox"/> ADVANCED HOME CARE INC 4133 E MAIN STREET COLUMBUS, OH 43213	NO ATTORNEY ON RECORD
<input type="checkbox"/> JUDIE B CAFFEE 1709 WOODCREST ROAD COLUMBUS, OH 43232	NO ATTORNEY ON RECORD
<input type="checkbox"/> RICKY A CAFFEE 1709 WOODCREST ROAD COLUMBUS, OH 43232	NO ATTORNEY ON RECORD

CASE SCHEDULE

No Case Schedule On File

Date	Description
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Date	Description	Image	Fiche	Frame	Pages
09/19/24	EXHIBITS		0H005	N50	5
<input type="checkbox"/> 09/19/24	PRAECIPE FOR CERTIFICATE OF JUDGMENT		0H005	N48	2
	DATE - JUDGMENT: 09/13/23				
	AMOUNT - JUDGMENT: 447555.48				
	INTEREST: 11.25				
	DATE- INTRST FROM: 07/09/24				
	COUNTY DESC: FRANKLIN COUNTY				
	NOTICE MAIL DATE: 09/19/24				
	FRANKLIN COUNTY COMMON PLEAS				
<input type="checkbox"/> 09/19/24	APPEARANCE FILED				
	NAME: THE HUNTINGTON NATIONAL BANK				
	PLNTIF/DEFNDT IND: P				
	ATTORNEY NAME: JEFFREY J MADISON				
	ATTORNEY ADDRESS: PARK STREET LAW GROUP SUITE 300 612 PARK STREET COLUMBUS, OH 43215 (614) 569-4951				
<input type="checkbox"/> 09/19/24	JUDGE ASSIGNED - ORIGINAL				
	JUDGE: DAN HAWKINS				