



**First American**

**COMMON PLEAS COURT**

01/31/2020 03:25 PM

MIKE PATTERSON

CLERK OF COURTS

LAWRENCE COUNTY

Judge:BALLARD, ANDREW P

Case No. 200C000074

**PRELIMINARY JUDICIAL REPORT**

*Issued by* First American Title Insurance Company

Guaranteed Party Name: Mr. Cooper  
Guaranteed Party Address: 8950 Cypress Waters Boulevard  
City, State, Zip: Coppell, TX 75019

Order No.: 2592761NE

Inquiries Should be Directed To: First American Title Insurance Company  
5505 Detroit Road, Suite D  
Sheffield Village, OH 44054

Premium: \$249.00

Pursuant to your request for a Preliminary Judicial Report (hereinafter "the Report") for use in judicial proceedings, First American Title Insurance Company (hereinafter "the Company") hereby guarantees in an amount not to exceed \$83,000.00 that it has examined the public records in Lawrence County, Ohio as to the land described in Schedule A, that the record title to the land is at the date hereof vested in

Ryan H. Fletcher

by Quit Claim Deed recorded in Book 1010, Page 385 filed on November 8, 2019 and Deed in Book 480, Page 477 filed on October 30, 2007 and free from all encumbrances, liens or defects of record, except as shown in Schedule B.

This is a guarantee of the record title only and is made for the use and benefit of the Guaranteed Party and the purchaser at judicial sale thereunder and is subject to the Exclusions from Coverage, the Exceptions contained in Schedule B and the Conditions and Stipulations contained herein.

This Report shall not be valid or binding until it has been signed by either an authorized agent or representative of the Company and Schedules A and B have been attached hereto.

Effective Date: January 14, 2020 at 7:29 AM

Issued By: First American Title Insurance  
Company

PRELIMINARY JUDICIAL REPORT

**SCHEDULE A**

Description of Land

Situated in the City of Ironton, County of Lawrence and State of Ohio

Lot No. 4 as the same shown and described on Plat No. 1 of the Fairground Land Association's Subdivision of lands in the City of Ironton, Ohio.

The property address and tax parcel identification number listed herein are provided solely for information purposes, without warranty as to accuracy or completeness.

PROPERTY ADDRESS: 1913 So 4th St, Ironton, OH 45638

36-055-1500.000

PRELIMINARY JUDICIAL REPORT

**SCHEDULE B**

The matters shown below are exceptions to this Preliminary Judicial Report and the Company assumes no liability arising therefrom.

1. 2019 Tax Duplicate for Parcel Number 36-055-1500.000;

The first half tax in the amount of **\$571.09**, including current assessments, if any, is **UNPAID**.

The second half tax in the amount of **\$555.09**, including current assessments, if any, is **UNPAID**.

Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is **\$571.09**.

Assessed Values:

Land: \$3,460 Building: \$26,210 Total: \$29,670

Taxes and Assessments for subsequent years are undetermined, and a lien, not yet due or payable. Delinquent utility charges, weed cutting, and waste removal charges may become a lien on the Land.

NOTE: A search for uncertified special tax assessments has not been performed.

2. Said premises are liable for an assessment for Lawrence/Scioto Solid Waste, #C449999999, of which \$16.00 has been included with the taxes for the First half of the year 2019.
3. Mortgage from Ryan H. Fletcher and April D. Fletcher, husband and wife, to Citizens Deposit Bank and Trust, 191 Wal-Mart Way, Maysville, Kentucky 41056, dated October 29, 2007, in the amount of \$83,000.00, recorded in Book 480, Page 480 on October 30, 2007. (Covering caption)

NOTE: At time of filing title was vested in Ryan H. Fletcher and April D. Fletcher.

The above identified Mortgage was assigned from Citizens Deposit Bank and Trust to Taylor, Bean & Whitaker Mortgage Corp., 1417 N. Magnolia Ave., Ocala, FL 34475, filed for record November 7, 2007, in Book 481, Page 572.

The above identified Mortgage was assigned from Taylor, Bean & Whitaker Mortgage Corp., by Federal Home Loan Mortgage Corporation to OCWEN Loan Servicing, LLC, 1661 Worthington Road, Suite 100, West Palm Beach, FL 33409, filed for record January 10, 2013, in Book 706, Page 445.

The above identified Mortgage was assigned from OCWEN Loan Servicing, LLC by Nationstar Mortgage LLC, its Attorney in Fact to Nationstar Mortgage LLC dba Mr. Cooper, 8950 Cypress Waters Blvd., Coppell, TX 75019, filed for record May 29, 2019, in Book 990, Page 614.

4. Open-End Mortgage from Ryan Fletcher, single person(s), to Ohio Homeowner Assistance LLC, 88 East Broad Street, Suite 1800, Columbus, Ohio 43215, dated October 25, 2017, in the amount of \$35,000.00, recorded in Book 922, Page 561 on November 27, 2017. (Covering caption)

NOTE: At time of filing title was vested in Ryan H. Fletcher and April D. Fletcher.

PRELIMINARY JUDICIAL REPORT

5. Divorce Case No. 12DR000523, Court of Common Pleas Division of Domestic Relations, Lawrence County, April Fletcher Plaintiff vs. Ryan H. Fletcher Defendant. Subject to the provisions of the Final Judgment entry filed August 20, 2012.
6. No open bankruptcies on Ryan H. Fletcher and April D. Fletcher.
7. Easements, restrictions, setback lines, declarations, conditions, covenants, reservations, and rights-of-way, if any, that were filed for record prior to the lien being foreclosed.

PRELIMINARY JUDICIAL REPORT

**CONDITIONS AND STIPULATIONS OF THIS PRELIMINARY JUDICIAL REPORT**

1. DEFINITION OF TERMS

"Guaranteed Party": The party or parties named herein or the purchaser at judicial sale.

"Guaranteed Claimant": Guaranteed Party claiming loss or damage hereunder.

"Land": The land described specifically or by reference in Schedule A, and improvements affixed thereto, which by law constitute real property; provided however, the term "land" does not include any property beyond the lines of the area specifically described or referred to in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, lanes, ways or waterways.

"Public Records": Those records under state statute and, if a United States District Court resides in the county in which the Land is situated, the records of the clerk of the United States District Court, which impart constructive notice of matters relating to real property to purchasers for value without knowledge and which are required to be maintained in certain public offices in the county in which the land is situated.

2. DETERMINATION OF LIABILITY

This Report, together with any Final Judicial Report or any Supplement or Endorsement thereof, issued by the Company is the entire contract between the Guaranteed Party and the Company.

Any claim of monetary loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest guaranteed hereby or any action asserting such claim, shall be restricted to this Report.

3. LIABILITY OF COMPANY

This Report is a guarantee of the record title of the land only, as disclosed by an examination of the Public Records herein defined.

4. NOTICE OF CLAIM TO BE GIVEN BY GUARANTEED CLAIMANT

In case knowledge shall come to the Guaranteed Party of any lien, encumbrance, defect or other claim of title guaranteed against and not excepted in this Report, whether in a legal proceeding or otherwise, the Guaranteed Party shall notify Company within a reasonable time in writing and secure to the Company the right to oppose such proceeding or claim, or to remove said lien, encumbrance or defect at its own cost. Any action for the payment of any loss under this Report must be commenced within one year after the Guaranteed Party receives actual notice that they may be required to pay money or other such compensation for a matter covered by this Report or actual notice someone claims an interest in the Land covered by this Report.

5. EXTENT OF LIABILITY

The liability of the Company shall in no case exceed in all the amount stated herein and shall in all cases be limited to the actual loss, including but not limited to attorneys fees and costs of defense, only of the Guaranteed Party. Any and all payments under this Report shall reduce the amount of this Report *pro tanto* and the Company's liability shall terminate when the total amount of the Report has been paid.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

The Company in its sole discretion shall have the following options:

a) To pay or tender to the Guaranteed Claimant the amount of the Report or the balance remaining thereof, less any attorneys fees, costs or expenses paid by the Company to the date of tender. If this option is

PRELIMINARY JUDICIAL REPORT

exercised all liability of the Company under this Report terminates including but not limited to any liability for attorneys fees or any costs of defense or prosecution of any litigation.

b) To pay or otherwise settle with other parties for or in the name of the Guaranteed Claimant any claims guaranteed by this Report.

c) To continue, re-open or initiate any judicial proceeding in order to adjudicate any claim covered by this Report. The Company shall have the right to select counsel of its choice (subject to the right of the Guaranteed Claimant to object for reasonable cause) to represent the Guaranteed Claimant and will not pay the fees of any other counsel.

d) To pay or tender to the Guaranteed Claimant the difference between the value of the estate or interest as guaranteed and the value of the estate or interest subject to the defect, lien, or encumbrance guaranteed against \_\_\_\_\_ by \_\_\_\_\_ this \_\_\_\_\_ Report.

7. NOTICES

All notices required to be given to the Company shall be given promptly and any statement in writing required to be furnished to the Company shall be addressed to First American Title Insurance Company, Attention: Claims Department, One First American Way, Santa Ana, California 92707 .

## **EXCLUSIONS FROM COVERAGE**

1. The Company assumes no liability under this Report for any loss, cost or damage resulting from any physical condition of the Land.
2. The Company assumes no liability under this Report for any loss, cost or damage resulting from any typographical, clerical or other errors in the Public Records.
3. The Company assumes no liability under this Report for matters affecting title subsequent to the date of this Report or the Final Judicial Report or any supplement thereto.
4. The Company assumes no liability under this Report for the proper form or execution of any pleadings or other documents to be filed in any judicial proceedings.
5. The Company assumes no liability under this Report for any loss, cost or damage resulting from the failure to complete service on any parties shown in Schedule B of the Preliminary Judicial Report and the Final Judicial Report or any Supplemental Report issued thereto .

Doc ID: 002385410003 Type: DEED  
Kind: DEED  
Recorded: 10/30/2007 at 02:52:36 PM  
Fee Amt: \$35.00 Page 1 of 3  
Lawrence County, OH  
SHARON GOSSETT HAGER COUNTY RECORDER  
File# 2007-00008220  
Bk 480 Pg 477-479

## KNOW ALL MEN BY THESE PRESENTS

### THAT PRESTON GROUP PROPERTIES, LLC, an Ohio

Corporation, a corporation incorporated under the laws of the State of Ohio, the Grantor, for the consideration of One Dollar (\$1.00) and other valuable considerations, received to its full satisfaction of **RYAN H. FLETCHER and APRIL D. FLETCHER, husband and wife**, the grantees, whose mailing address will be 1918 S. 4<sup>th</sup> Street, Ironton, OH 45638, does **GIVE, GRANT, BARGAIN, SELL and CONVEY** unto the Grantees, **RYAN H. FLETCHER and APRIL D. FLETCHER, husband and wife**, for and during their joint lives with remainder in fee simple to the survivor of them, his or her heirs and assigns forever, the following described premises, situated in the City of Ironton, County of Lawrence and State of Ohio, and being described as follows:

*Lot No. 4 as the same shown and described on Plat No. 1 of the Fairground Land Association's Subdivision of lands in the City of Ironton, Ohio.*  
PARCEL NUMBER: 36-055-1500  
*Subject to conditions and restrictions and easements, if any, contained in former deeds of record for said premises, subject to all of which conveyance is made.*  
LAST SOURCE OF TITLE - Official Record Book 444, Page 135, Official Records of Lawrence County, Ohio, deed dated January 18, 2007.

be the same more or less, but subject to all legal highways.

This Conveyance has been examined  
and the Grantor has complied with  
Section 319.202 of the Revised Code.  
FEE \$ 332.00  
EXEMPT  
RAY T. DUTEY, County Auditor

Transferred, 10/30/07  
*Ray T. Dutey*  
LAWRENCE COUNTY AUDITOR



PAGE 3.

**STATE OF OHIO, COUNTY OF LAWRENCE, ss:**

Before me, a Notary Public, in and for said County, personally appeared the above named **PRESTON GROUP PROPERTIES, LLC**, by **CHERYL M. BOLENDER**, Its **MEMBER**, who acknowledged that she did sign the foregoing instrument and that the same is the free act and deed of said Corporation, and the free act and deed of her personally and as such officer.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and official seal, at Ironton, Ohio, this 29<sup>th</sup> day of October, A.D. 2007.



*Kevin J. Waldo*  
Notary Public, State of Ohio,  
My Comm. expires: Lifetime Commission  
DEC 14 7. 03

**THIS INSTRUMENT PREPARED BY:**  
**KEVIN J. WALDO, ATTORNEY**  
**413 CENTER STREET**  
**IRONTON, OH 45638**  
**1/740/532-4911**

### SPECIAL WARRANTY DEED

FCI National Fund II, LLC  
of Orange County, California, for valuable consideration paid,  
grants, with special warranty covenants, to  
Preston Group Properties, LLC, whose tax-mailing address is

the following REAL PROPERTY:

Situate in the City of Ironton, in the County of Lawrence, and the  
state of Ohio, and being described as follows:

Lot No. 4 as the same shown and described on plat No. 1 of the  
Fairground land association's subdivision of lands in the city of  
Ironton, Ohio

PARCEL NO. 36-055-1500

Property Address: 1913 S 4th Street Ironton, OH 45638

Subject to taxes and assessments which are now or may hereafter  
become liens on said premises and except conditions and restrictions  
and easements, if any, contained in former deeds of record for said  
premises, subject to all of which this conveyance is made.

LOT 02443 PS 255  
R000 OR 444 PS 131

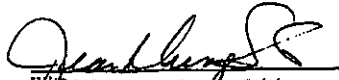
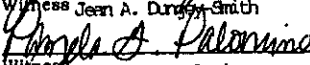
DESCRIPTION APPROVED  
LAWRENCE CO. ENGR.

Date: 2-21-2007  
By: Sharon Gossett Hager



Doc ID: 002323170002 Type: DEE  
Recorded: 02/21/2007 at 02:55:56 PM  
Fee Amt: \$28.00 Page 1 of 2  
Lawrence County, OH  
SHARON GOSSETT HAGER COUNTY RECORDER  
File# 2007-00001220


OK 444 PS 135-136

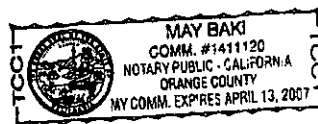
  
Witness Jean A. Dungey-Smith  
  
Witness Pamela G. Palomino

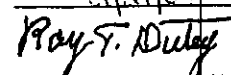
  
FCI National Fund II LLC  
Michael W. Griffith, Manager

STATE OF California, COUNTY OF Orange  
ss:

The foregoing instrument was acknowledged before me this 18th day of January, ~~2006~~, by Michael W. Griffith AND Jean A. Dungey-Smith 2007, Pamela G. Palomino, the Grantors in the foregoing deed, and acknowledged the signing thereof to be HIS/HER/THEIR voluntary act and deed.

  
May Baki, Notary Public



Transferred 3/24/07  
  
LAWRENCE COUNTY AUDITOR

This Conveyance has been examined  
and the Grantor has complied with  
Section 319.202 of the Revised Code  
FEE \$ 12.00  
EXEMPT  
RAY T. DUTEY, County Auditor

BK 444 PG 131-134

Terrence Walker  
 LSR # 289517574  
 Loan # B313357548

Doc ID: 002323180004 Type: DEE  
 Recorded: 02/21/2007 at 02:54:57 PM  
 Fee Amt: \$44.00 Page 1 of 4  
 Lawrence County, OH  
 SHARON GOSSETT HAGER COUNTY RECORDER  
 File# 2007-00001218

### DEED ON DECREE OR ORDER OF SALE

To all Persons to Whom these Presents shall Come:

Whereas, at the January Term 2006, of the Court of Common Pleas of the County of Lawrence and State of Ohio, in an action numbered on the Docket of said Court as Case No. 05OC673, wherein Wells Fargo Bank, N.A. successor by merger to Wells Fargo Home Mortgage, Inc. Plaintiff, and Terence Walker, Loretta Walker, Cavalry Investments, L Buyer of Household and Maxine McClain Defendants, an order of sale dated January 4, 2006 was adjudged and decreed to the said Wells Fargo Bank, N.A. successor by merger to Wells Fargo Home Mortgage, Inc. against the said Terence Walker, et al. for the sum of \$59,275.99, and costs of suit:

And Whereas, pursuant to said judgment, an order of sale was afterwards, on the 9th day of March, 2006, duly issued by said Court, commanding the Sheriff of said County to sell the hereinafter described premises according to law;

And Whereas, I, Timothy W. Sexton, the Sheriff aforesaid, having caused said premises to be appraised, and a copy of the appraisal to be duly filed in the office of the Clerk of said Court, and having advertised the time and place of selling the same, in the Ironton Tribune a newspaper printed and of general circulation in said County, for the period of thirty days prior to the day of sale, and otherwise complied with said order and the statute in such cases;

Transferred  
 2/21/07  
*Ray T. Dutey*  
 LAWRENCE COUNTY AUDITOR

This Conveyance has been examined  
 and the Grantor has complied with  
 Section 319.202 of the Revised Code  
 FEE \$ 11.00  
 EXEMPT  
 RAY T. DUTEY, County Auditor

And Whereas, on October 20, 2006, on the premises of the courthouse in said County at 11:00 am of said day, I the said Sheriff, exposed said Real Estate for sale at Public Auction, and the same was then and there sold to the hereinafter named grantee, for the sum of \$19,600.00, the bid of said grantee being the highest and best bid offered, and said sum being more than two-thirds the appraised value thereof;

And Whereas, at the September Term of said Court, 2006, the said proceedings by the said Sheriff had in the premises, were submitted to said Court, and by it in all respects confirmed, and the said Sheriff was ordered and directed to make a Deed of said Real Estate to the said hereinafter named grantee;

Now Know Ye, That I, Timothy W. Sexton, Sheriff of Lawrence County, Ohio, by virtue of the Statute in such case made and provided, and in consideration of the said sum of \$19,600.00, which I acknowledge to have received from the grantee, do hereby Grant, Sell and Convey unto said grantee FCI National Fund II, LLC, whose address is 8180 E. Kaiser Blvd, Anaheim, CA 92808, its heirs and assigns forever, the following described real estate, situated in the County of Lawrence and State of Ohio, to-wit:

**Legal Description:** see attached

Prior Deed Reference: Volume 0639 Page 612  
Parcel Number: 36-055-1500  
Property Address: 1913 South 4th Street Ironton, OH 45638

CR 61 PG 11

CR 443 PG 255

## Legal Description

Situate in the City of Ironton in the County of Lawrence and the State of Ohio and being described as follows:

Lot No. 4 as the same is shown and described on Plat No. 1 of the Fairground Land Association's Subdivision of lands in the City of Ironton, Ohio.

Subject to all legal highways, easements and restrictions of record.

Parcel No. 36-055-1500

DESCRIPTION APPROVED  
LAWRENCE CO. ENGR.

Date: 2-21-2007  
By: Wally Ferguson

To have and to hold the same with all the appurtenances thereto belonging, to said grantee and its heirs and assigns forever:

IN WITNESS WHEREOF, I have hereunto set my hand officially,

This 12TH day of JANUARY, 20 07

Signed and Acknowledged in Presence of



Sheriff of LAWRENCE County, Ohio.

The State of Ohio, LAWRENCE County.

Before me, the undersigned, NOTARY PUBLIC

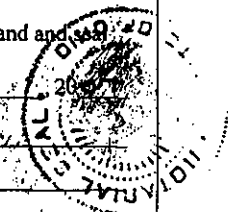
within and for said County, personally appeared the above named TIM SEXTON  
Sheriff of said LAWRENCE County, Ohio, the grantor in the above deed of  
conveyance, who acknowledged the signing of the same to be his voluntary act and deed,  
for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and

this 12TH day of JANUARY



12-07-2010



This Instrument Prepared By:  
Lerner, Sampson & Rothfuss  
120 East Fourth Street, 8th Floor  
Cincinnati, OH 45202-4007



Doc ID: 002321270004 Type: DEE  
Recorded: 02/13/2007 at 01:27:27 PM  
Fee Amt: \$44.00 Page 1 of 4  
Lawrence County, OH  
SHARON GOSSETT HAGER COUNTY RECORDER  
File# 2007-00001033

BK 443 PG 255-258

### AFFIDAVIT FOR TERMINATION OF LIFE ESTATE

STATE OF OHIO )  
 ) SS:  
COUNTY OF LAWRENCE )

Ceryl M. Preston-Bolender, being first duly cautioned and sworn, deposes and says that on November 25, 1998, Maxine McClain, unmarried, conveyed real estate as recorded on December 11, 1998, in Deed Volume 639, Page 612, of the Lawrence County, Ohio, Record of Deeds, to Andrea Lea Trippy and Thomas S. McClain, having retained a life estate in said real estate further described as follows:

Situate in the City of Ironton, in the County of Lawrence, and the State of Ohio, and being described as follows:

Lot No. 4 as the same is shown and described on Plat No. 1 of the Fairground Land Association's Subdivision of lands in the City of Ironton, Ohio.

Property commonly know as 1913 S. 4<sup>th</sup> Street, Ironton, Ohio, 45638

Parcel No. 36-055-1500

Last Source of Title: O.R. Volume 61, Page 17, Office of the Recorder, Lawrence County, Ohio.

That on September 6, 2000, Maxine McClain died, a copy of the death certificate is attached hereto as Exhibit A.

*make note*

*W+B*

*x*



**WEST VIRGINIA DEPARTMENT OF HEALTH & HUMAN RESOURCES  
DIVISION OF HEALTH - VITAL REGISTRATION OFFICE  
PHYSICIAN'S/MEDICAL EXAMINER'S CERTIFICATE OF DEATH  
BLDG. 3, RM. 513, CAPITOL COMPLEX, CHARLESTON, WV 25305**

018966

STATE FILE NUMBER

|   |  |   |  |  |  |   |  |                                    |  |                                  |  |
|---|--|---|--|--|--|---|--|------------------------------------|--|----------------------------------|--|
| DECEDENT'S NAME (Rev. Male, Last)                                 |  | Maxine McClain  |  | SEX  |  | Female  |  | DATE OF DEATH (Month, Day, Year)   |  | Sept. 6, 2000                    |  |
| SOCIAL SECURITY NUMBER  |  | 77  |  | AGE LAST BIRTHDAY (Month, Day, Year)   |  | 77  |  | DATE OF BIRTH (Month, Day, Year)   |  | May 31, 1923                     |  |
| BIRTHPLACE (City and State)                                       |  | Princeton, W. Va.   |  | CITY/TOWN OF DEATH   |  | Huntington  |  | COUNTY OF DEATH                    |  | Cabell                           |  |
| 10. PLACE OF DEATH (Check one and see physicians on other side)   |  | 11. DECEASED'S USUAL OCCUPATION                                     |  | 12. KIND OF BUSINESS/INDUSTRY  |  | 13. RESIDENCE - STATE   |  | 14. CITY/TOWN OF LOCATION          |  | 15. STREET AND NUMBER            |  |
| St. Mary's Hospital   |  | Secretary 313   |  | Central Christian Church   |  | Ohio  |  | Lawrence                           |  | 1913 So. 4th St.                 |  |
| 16. INSIDE CITY LIMITS (Yes or No)                                |  | 17. ZIP CODE  |  | 18. RACE - American Indian   |  | 19. DECEASED'S GENDER (Specify only highest grade completed)            |  | 20. DATE SIGNED (Month, Day, Year) |  | 21. SIGNATURE OF PHYSICIAN       |  |
| Yes   |  | 45638   |  | White  |  | 12  |  |                                    |  | Thomas D. Phillips               |  |
| 22. FATHER'S NAME (Rev. Male, Last)                               |  | 23. MOTHER'S NAME (Rev. Male, Last)                                 |  | 24. MARITAL ADDRESS (Street and Number of Rural Route Number, City or Town, State, Zip Code) |  | 25. PLACE OF DEPOSITION (Name of cemetery, institution, or other place) |  | 26. LOCATION - City or Town, State |  | 27. NAME AND ADDRESS OF FACILITY |  |
| Walter C. Byrd  |  | Margaret Calfee   |  | 49 Fairfax Dr. Huntington, W. Va. 25705  |  | Highland Memorial Gardens   |  | South Point, Ohio                  |  | Phillips Funeral Home            |  |
| 28. METHOD OF DEPOSITION  |  | 29. SIGNATURE OF FURNERAL SERVICE LICENSEE OR PERSON ACTING AS SUCH |  | 30. DATE OF DEATH  |  | 31. DATE OF DEATH   |  | 32. DATE OF DEATH                  |  | 33. DATE OF DEATH                |  |
| Burial  |  | Thomas D. Phillips  |  | 1209 P.  |  | 9-6-00  |  | No                                 |  | No                               |  |
| 34. CAUSE OF DEATH (If not known, state "Cause of death unknown") |  | 35. DATE OF DEATH   |  | 36. DATE OF DEATH  |  | 37. DATE OF DEATH   |  | 38. DATE OF DEATH                  |  | 39. DATE OF DEATH                |  |
| Cardiogenic Shock   |  | 9-6-00  |  | 9-6-00   |  | 9-6-00  |  | 9-6-00                             |  | 9-6-00                           |  |
| 40. DATE OF DEATH   |  | 41. DATE OF DEATH   |  | 42. DATE OF DEATH  |  | 43. DATE OF DEATH   |  | 44. DATE OF DEATH                  |  | 45. DATE OF DEATH                |  |
| 9-6-00  |  | 9-6-00  |  | 9-6-00   |  | 9-6-00  |  | 9-6-00                             |  | 9-6-00                           |  |
| 46. DATE OF DEATH   |  | 47. DATE OF DEATH   |  | 48. DATE OF DEATH  |  | 49. DATE OF DEATH   |  | 50. DATE OF DEATH                  |  | 51. DATE OF DEATH                |  |
| 9-6-00  |  | 9-6-00  |  | 9-6-00   |  | 9-6-00  |  | 9-6-00                             |  | 9-6-00                           |  |
| 52. DATE OF DEATH   |  | 53. DATE OF DEATH   |  | 54. DATE OF DEATH  |  | 55. DATE OF DEATH   |  | 56. DATE OF DEATH                  |  | 57. DATE OF DEATH                |  |
| 9-6-00  |  | 9-6-00  |  | 9-6-00   |  | 9-6-00  |  | 9-6-00                             |  | 9-6-00                           |  |
| 58. DATE OF DEATH   |  | 59. DATE OF DEATH   |  | 60. DATE OF DEATH  |  | 61. DATE OF DEATH   |  | 62. DATE OF DEATH                  |  | 63. DATE OF DEATH                |  |
| 9-6-00  |  | 9-6-00  |  | 9-6-00   |  | 9-6-00  |  | 9-6-00                             |  | 9-6-00                           |  |
| 64. DATE OF DEATH   |  | 65. DATE OF DEATH   |  | 66. DATE OF DEATH  |  | 67. DATE OF DEATH   |  | 68. DATE OF DEATH                  |  | 69. DATE OF DEATH                |  |
| 9-6-00  |  | 9-6-00  |  | 9-6-00   |  | 9-6-00  |  | 9-6-00                             |  | 9-6-00                           |  |
| 70. DATE OF DEATH   |  | 71. DATE OF DEATH   |  | 72. DATE OF DEATH  |  | 73. DATE OF DEATH   |  | 74. DATE OF DEATH                  |  | 75. DATE OF DEATH                |  |
| 9-6-00  |  | 9-6-00  |  | 9-6-00   |  | 9-6-00  |  | 9-6-00                             |  | 9-6-00                           |  |
| 76. DATE OF DEATH   |  | 77. DATE OF DEATH   |  | 78. DATE OF DEATH  |  | 79. DATE OF DEATH   |  | 80. DATE OF DEATH                  |  | 81. DATE OF DEATH                |  |
| 9-6-00  |  | 9-6-00  |  | 9-6-00   |  | 9-6-00  |  | 9-6-00                             |  | 9-6-00                           |  |
| 82. DATE OF DEATH   |  | 83. DATE OF DEATH   |  | 84. DATE OF DEATH  |  | 85. DATE OF DEATH   |  | 86. DATE OF DEATH                  |  | 87. DATE OF DEATH                |  |
| 9-6-00  |  | 9-6-00  |  | 9-6-00   |  | 9-6-00  |  | 9-6-00                             |  | 9-6-00                           |  |
| 88. DATE OF DEATH   |  | 89. DATE OF DEATH   |  | 90. DATE OF DEATH  |  | 91. DATE OF DEATH   |  | 92. DATE OF DEATH                  |  | 93. DATE OF DEATH                |  |
| 9-6-00  |  | 9-6-00  |  | 9-6-00   |  | 9-6-00  |  | 9-6-00                             |  | 9-6-00                           |  |
| 94. DATE OF DEATH   |  | 95. DATE OF DEATH   |  | 96. DATE OF DEATH  |  | 97. DATE OF DEATH   |  | 98. DATE OF DEATH                  |  | 99. DATE OF DEATH                |  |
| 9-6-00  |  | 9-6-00  |  | 9-6-00   |  | 9-6-00  |  | 9-6-00                             |  | 9-6-00                           |  |
| 100. DATE OF DEATH  |  | 101. DATE OF DEATH  |  | 102. DATE OF DEATH   |  | 103. DATE OF DEATH  |  | 104. DATE OF DEATH                 |  | 105. DATE OF DEATH               |  |
| 9-6-00  |  | 9-6-00  |  | 9-6-00   |  | 9-6-00  |  | 9-6-00                             |  | 9-6-00                           |  |
| 106. DATE OF DEATH  |  | 107. DATE OF DEATH  |  | 108. DATE OF DEATH   |  | 109. DATE OF DEATH  |  | 110. DATE OF DEATH                 |  | 111. DATE OF DEATH               |  |
| 9-6-00  |  | 9-6-00  |  | 9-6-00   |  | 9-6-00  |  | 9-6-00                             |  | 9-6-00                           |  |
| 112. DATE OF DEATH  |  | 113. DATE OF DEATH  |  | 114. DATE OF DEATH   |  | 115. DATE OF DEATH  |  | 116. DATE OF DEATH                 |  | 117. DATE OF DEATH               |  |
| 9-6-00  |  | 9-6-00  |  | 9-6-00   |  | 9-6-00  |  | 9-6-00                             |  | 9-6-00                           |  |
| 118. DATE OF DEATH  |  | 119. DATE OF DEATH  |  | 120. DATE OF DEATH   |  | 121. DATE OF DEATH  |  | 122. DATE OF DEATH                 |  | 123. DATE OF DEATH               |  |
| 9-6-00  |  | 9-6-00  |  | 9-6-00   |  | 9-6-00  |  | 9-6-00                             |  | 9-6-00                           |  |
| 124. DATE OF DEATH  |  | 125. DATE OF DEATH  |  | 126. DATE OF DEATH   |  | 127. DATE OF DEATH  |  | 128. DATE OF DEATH                 |  | 129. DATE OF DEATH               |  |
| 9-6-00  |  | 9-6-00  |  | 9-6-00   |  | 9-6-00  |  | 9-6-00                             |  | 9-6-00                           |  |
| 130. DATE OF DEATH  |  | 131. DATE OF DEATH  |  | 132. DATE OF DEATH   |  | 133. DATE OF DEATH  |  | 134. DATE OF DEATH                 |  | 135. DATE OF DEATH               |  |
| 9-6-00  |  | 9-6-00  |  | 9-6-00   |  | 9-6-00  |  | 9-6-00                             |  | 9-6-00                           |  |
| 136. DATE OF DEATH  |  | 137. DATE OF DEATH  |  | 138. DATE OF DEATH   |  | 139. DATE OF DEATH  |  | 140. DATE OF DEATH                 |  | 141. DATE OF DEATH               |  |
| 9-6-00  |  | 9-6-00  |  | 9-6-00   |  | 9-6-00  |  | 9-6-00                             |  | 9-6-00                           |  |
| 142. DATE OF DEATH  |  | 143. DATE OF DEATH  |  | 144. DATE OF DEATH   |  | 145. DATE OF DEATH  |  | 146. DATE OF DEATH                 |  | 147. DATE OF DEATH               |  |
| 9-6-00  |  | 9-6-00  |  | 9-6-00   |  | 9-6-00  |  | 9-6-00                             |  | 9-6-00                           |  |
| 148. DATE OF DEATH  |  | 149. DATE OF DEATH  |  | 150. DATE OF DEATH   |  | 151. DATE OF DEATH  |  | 152. DATE OF DEATH                 |  | 153. DATE OF DEATH               |  |
| 9-6-00  |  | 9-6-00  |  | 9-6-00   |  | 9-6-00  |  | 9-6-00                             |  | 9-6-00                           |  |
| 154. DATE OF DEATH  |  | 155. DATE OF DEATH  |  | 156. DATE OF DEATH   |  | 157. DATE OF DEATH  |  | 158. DATE OF DEATH                 |  | 159. DATE OF DEATH               |  |
| 9-6-00  |  | 9-6-00  |  | 9-6-00   |  | 9-6-00  |  | 9-6-00                             |  | 9-6-00                           |  |
| 160. DATE OF DEATH  |  | 161. DATE OF DEATH  |  | 162. DATE OF DEATH   |  | 163. DATE OF DEATH  |  | 164. DATE OF DEATH                 |  | 165. DATE OF DEATH               |  |
| 9-6-00  |  | 9-6-00  |  | 9-6-00   |  | 9-6-00  |  | 9-6-00                             |  | 9-6-00                           |  |
| 166. DATE OF DEATH  |  | 167. DATE OF DEATH  |  | 168. DATE OF DEATH   |  | 169. DATE OF DEATH  |  | 170. DATE OF DEATH                 |  | 171. DATE OF DEATH               |  |
| 9-6-00  |  | 9-6-00  |  | 9-6-00   |  | 9-6-00  |  | 9-6-00                             |  | 9-6-00                           |  |
| 172. DATE OF DEATH  |  | 173. DATE OF DEATH  |  | 174. DATE OF DEATH   |  | 175. DATE OF DEATH  |  | 176. DATE OF DEATH                 |  | 177. DATE OF DEATH               |  |
| 9-6-00  |  | 9-6-00  |  | 9-6-00   |  | 9-6-00  |  | 9-6-00                             |  | 9-6-00                           |  |
| 178. DATE OF DEATH  |  | 179. DATE OF DEATH  |  | 180. DATE OF DEATH   |  | 181. DATE OF DEATH  |  | 182. DATE OF DEATH                 |  | 183. DATE OF DEATH               |  |
| 9-6-00  |  | 9-6-00  |  | 9-6-00   |  | 9-6-00  |  | 9-6-00                             |  | 9-6-00                           |  |
| 184. DATE OF DEATH  |  | 185. DATE OF DEATH  |  | 186. DATE OF DEATH   |  | 187. DATE OF DEATH  |  | 188. DATE OF DEATH                 |  | 189. DATE OF DEATH               |  |
| 9-6-00  |  | 9-6-00  |  | 9-6-00   |  | 9-6-00  |  | 9-6-00                             |  | 9-6-00                           |  |
| 190. DATE OF DEATH  |  | 191. DATE OF DEATH  |  | 192. DATE OF DEATH   |  | 193. DATE OF DEATH  |  | 194. DATE OF DEATH                 |  | 195. DATE OF DEATH               |  |
| 9-6-00  |  | 9-6-00  |  | 9-6-00   |  | 9-6-00  |  | 9-6-00                             |  | 9-6-00                           |  |
| 196. DATE OF DEATH  |  | 197. DATE OF DEATH  |  | 198. DATE OF DEATH   |  | 199. DATE OF DEATH  |  | 200. DATE OF DEATH                 |  | 201. DATE OF DEATH               |  |
| 9-6-00  |  | 9-6-00  |  | 9-6-00   |  | 9-6-00  |  | 9-6-00                             |  | 9-6-00                           |  |
| 202. DATE OF DEATH  |  | 203. DATE OF DEATH  |  | 204. DATE OF DEATH   |  | 205. DATE OF DEATH  |  | 206. DATE OF DEATH                 |  | 207. DATE OF DEATH               |  |
| 9-6-00  |  | 9-6-00  |  | 9-6-00   |  | 9-6-00  |  | 9-6-00                             |  | 9-6-00                           |  |
| 208. DATE OF DEATH  |  | 209. DATE OF DEATH  |  | 210. DATE OF DEATH   |  | 211. DATE OF DEATH  |  | 212. DATE OF DEATH                 |  | 213. DATE OF DEATH               |  |
| 9-6-00  |  | 9-6-00  |  | 9-6-00   |  | 9-6-00  |  | 9-6-00                             |  | 9-6-00                           |  |
| 214. DATE OF DEATH  |  | 215. DATE OF DEATH  |  | 216. DATE OF DEATH   |  | 217. DATE OF DEATH  |  | 218. DATE OF DEATH                 |  | 219. DATE OF DEATH               |  |
| 9-6-00  |  | 9-6-00  |  | 9-6-00   |  | 9-6-00  |  | 9-6-00                             |  | 9-6-00                           |  |
| 220. DATE OF DEATH  |  | 221. DATE OF DEATH  |  | 222. DATE OF DEATH   |  | 223. DATE OF DEATH  |  | 224. DATE OF DEATH                 |  | 225. DATE OF DEATH               |  |
| 9-6-00  |  | 9-6-00  |  | 9-6-00   |  | 9-6-00  |  | 9-6-00                             |  | 9-6-00                           |  |
| 226. DATE OF DEATH  |  | 227. DATE OF DEATH  |  | 228. DATE OF DEATH   |  | 229. DATE OF DEATH  |  | 230. DATE OF DEATH                 |  | 231. DATE OF DEATH               |  |
| 9-6-00  |  | 9-6-00  |  | 9-6-00   |  | 9-6-00  |  | 9-6-00                             |  | 9-6-00                           |  |
| 232. DATE OF DEATH  |  | 233. DATE OF DEATH  |  | 234. DATE OF DEATH   |  | 235. DATE OF DEATH  |  | 236. DATE OF DEATH                 |  | 237. DATE OF DEATH               |  |
| 9-6-00  |  | 9-6-00  |  | 9-6-00   |  | 9-6-00  |  | 9-6-00                             |  | 9-6-00                           |  |
| 238. DATE OF DEATH  |  | 239. DATE OF DEATH  |  | 240. DATE OF DEATH   |  | 241. DATE OF DEATH  |  | 242. DATE OF DEATH                 |  | 243. DATE OF DEATH               |  |
| 9-6-00  |  | 9-6-00  |  | 9-6-00   |  | 9-6-00  |  | 9-6-00                             |  | 9-6-00                           |  |
| 244. DATE OF DEATH  |  | 245. DATE OF DEATH  |  | 246. DATE OF DEATH   |  | 247. DATE OF DEATH  |  | 248. DATE OF DEATH                 |  | 249. DATE OF DEATH               |  |
| 9-6-00  |  | 9-6-00  |  | 9-6-00   |  | 9-6-00  |  | 9-6-00                             |  | 9-6-00                           |  |
| 250. DATE OF DEATH  |  | 251. DATE OF DEATH  |  | 252. DATE OF DEATH   |  | 253. DATE OF DEATH  |  | 254. DATE OF DEATH                 |  | 255. DATE OF DEATH               |  |
| 9-6-00  |  | 9-6-00  |  | 9-6-00   |  | 9-6-00  |  | 9-6-00                             |  | 9-6-00                           |  |
| 256. DATE OF DEATH  |  | 257. DATE OF DEATH  |  | 258. DATE OF DEATH   |  | 259. DATE OF DEATH  |  | 260. DATE OF DEATH                 |  | 261. DATE OF DEATH               |  |
| 9-6-00  |  | 9-6-00  |  | 9-6-00   |  | 9-6-00  |  | 9-6-00                             |  | 9-6-00                           |  |
| 262. DATE OF DEATH  |  | 263. DATE OF DEATH  |  | 264. DATE OF DEATH   |  | 265. DATE OF DEATH  |  | 266. DATE OF DEATH                 |  | 267. DATE OF DEATH               |  |
| 9-6-00  |  | 9-6-00  |  | 9-6-00   |  | 9-6-00  |  | 9-6-00                             |  | 9-6-00                           |  |
| 268. DATE OF DEATH  |  | 269. DATE OF DEATH  |  | 270. DATE OF DEATH   |  | 271. DATE OF DEATH  |  | 272. DATE OF DEATH                 |  | 273. DATE OF DEATH               |  |
| 9-6-00  |  | 9-6-00  |  | 9-6-00   |  | 9-6-00  |  | 9-6-00                             |  | 9-6-00                           |  |
| 274. DATE OF DEATH  |  | 275. DATE OF DEATH  |  | 276. DATE OF DEATH   |  | 277. DATE OF DEATH  |  | 278. DATE OF DEATH                 |  | 279. DATE OF DEATH               |  |
| 9-6-00  |  | 9-6-00  |  | 9-6-00   |  | 9-6-00  |  | 9-6-00                             |  | 9-6-00                           |  |
| 280. DATE OF DEATH  |  | 281. DATE OF DEATH  |  | 282. DATE OF DEATH   |  | 283. DATE OF DEATH  |  | 284. DATE OF DEATH                 |  | 285. DATE OF DEATH               |  |
| 9-6-00  |  | 9-6-00  |  | 9-6-00   |  | 9-6-00  |  | 9-6-00                             |  | 9-6-00                           |  |
| 286. DATE OF DEATH  |  | 287. DATE OF DEATH  |  | 288. DATE OF DEATH   |  | 289. DATE OF DEATH  |  | 290. DATE OF DEATH                 |  | 291. DATE OF DEATH               |  |
| 9-6-00  |  | 9-6-00  |  | 9-6-00   |  | 9-6-00  |  | 9-6-00                             |  | 9-6-00                           |  |
| 292. DATE OF DEATH  |  | 293. DATE OF DEATH  |  | 294. DATE OF DEATH   |  | 295. DATE OF DEATH  |  | 296. DATE OF DEATH                 |  | 297. DATE OF DEATH               |  |
| 9-6-00  |  | 9-6-00  |  | 9-6-00   |  | 9-6-00  |  | 9-6-00                             |  | 9-6-00                           |  |
| 298. DATE OF DEATH  |  | 299. DATE OF DEATH  |  | 300. DATE OF DEATH   |  | 301. DATE OF DEATH  |  | 302. DATE OF DEATH                 |  | 303. DATE OF DEATH               |  |
| 9-6-00  |  | 9-6-00  |  | 9-6-00   |  | 9-6-00  |  | 9-6-00                             |  | 9-6-00                           |  |
| 304. DATE OF DEATH  |  | 305. DATE OF DEATH  |  | 306. DATE OF DEATH   |  | 307. DATE OF DEATH  |  | 308. DATE OF DEATH                 |  | 309. DATE OF DEATH               |  |
| 9-6-00  |  | 9-6-00  |  | 9-6-00   |  | 9-6-00  |  | 9-6-00                             |  | 9-6-00                           |  |
| 310. DATE OF DEATH  |  | 311. DATE OF DEATH  |  | 312. DATE OF DEATH   |  | 313. DATE OF DEATH  |  | 314. DATE OF DEATH                 |  | 315. DATE OF DEATH               |  |
| 9-6-00  |  | 9-6-00  |  | 9-6-00   |  | 9-6-00  |  | 9-6-00                             |  | 9-6-00                           |  |
| 316. DATE OF DEATH  |  | 317. DATE OF DEATH  |  | 318. DATE OF DEATH   |  | 319. DATE OF DEATH  |  | 320. DATE OF DEATH                 |  | 321. DATE OF DEATH               |  |
| 9-6-00  |  | 9-6-00  |  | 9-6-00   |  | 9-6-00  |  | 9-6-00                             |  | 9-6-00                           |  |
| 322. DATE OF DEATH  |  | 323. DATE OF DEATH  |  | 324. DATE OF DEATH   |  | 325. DATE OF DEATH  |  | 326. DATE OF DEATH                 |  | 327. DATE OF DEATH               |  |
| 9-6-00  |  | 9-6-00  |  | 9-6-00   |  | 9-6-00  |  | 9-6-00                             |  | 9-6-00                           |  |
| 328. DATE OF DEATH  |  | 329. DATE OF DEATH  |  | 330. DATE OF DEATH   |  | 331. DATE OF DEATH  |  | 332. DATE OF DEATH                 |  | 333. DATE OF DEATH               |  |
| 9-6-00  |  | 9-6-00  |  | 9-6-00   |  | 9-6-00  |  | 9-6-00                             |  | 9-6-00                           |  |
| 334. DATE OF DEATH  |  | 335. DATE OF DEATH  |  | 336. DATE OF DEATH   |  | 337. DATE OF DEATH  |  | 338. DATE OF DEATH                 |  | 339. DATE OF DEATH               |  |
| 9-6-00  |  | 9-6-00  |  | 9-6-00   |  | 9-6-00  |  | 9-6-00                             |  | 9-6-00                           |  |
| 340. DATE OF DEATH  |  | 341. DATE OF DEATH  |  | 342. DATE OF DEATH   |  | 343. DATE OF DEATH  |  | 344. DATE OF DEATH                 |  | 345. DATE OF DEATH               |  |
| 9-6-00  |  | 9-6-00  |  | 9-6-00   |  | 9-6-00  |  | 9-6-00                             |  | 9-6-00                           |  |
| 346. DATE OF DEATH  |  | 347. DATE OF DEATH  |  | 348. DATE OF DEATH   |  | 349. DATE OF DEATH  |  | 350. DATE OF DEATH                 |  | 351. DATE OF DEATH               |  |
| 9-6-00  |  | 9-6-00  |  | 9-6-00   |  | 9-6-00  |  | 9-6-00                             |  | 9-6-00                           |  |
| 352. DATE OF DEATH  |  | 353. DATE OF DEATH  |  | 354. DATE OF DEATH   |  | 355. DATE OF DEATH  |  | 356. DATE OF DEATH                 |  | 357. DATE OF DEATH               |  |
| 9-6-00  |  |   |  |  |  |   |  |                                    |  |                                  |  |

# STATE OF WEST VIRGINIA



This is to certify that this document is a true and accurate reproduction of an official record, or the facts abstracted from an official record, on file with:

Vital Statistics  
Bureau for Public Health  
West Virginia Department of Health and Human Resources  
Charleston, West Virginia.

Gary L. Thompson  
State Registrar

Date Certified: FEB 12 2007

The certified copy or information appears on the reverse side on multicolor surface.  
Document contains heat-sensitive stamp and watermark.

Do not accept without verifying watermark and heat-sensitive stamp.

### WARNING!

It is a crime punishable by fine and imprisonment to counterfeit or alter this certificate or to use the vital statistics record of another person for deceptive purposes.

SURVIVORSHIP DEED, Statutory Form No. 13-S  
(RC Section 5302.17 DE, 4/4/85)

### Survivorship Deed\*

Andrea Lea Trippy and Thomas S. McClain  
unmarried married, of Scioto County,  
for valuable consideration paid, grant(s) with general warranty covenants, to Terence Walker  
and Loretta Walker, husband and wife  
for their joint lives, remainder to the survivor of them, whose tax-mailing addresses are  
1913 S. 4th Street, Ironton, Ohio 45638  
the following REAL PROPERTY: Situated in the County of Lawrence in the State  
of Ohio and in the City of Ironton

Situate in the City of Ironton, in the County of Lawrence, and the State of Ohio, and being described as follows:

Lot No. 4 as the same is shown and described on Plat No. 1 of the Fairground Land Association's Subdivision of lands in the City of Ironton, Ohio.

Current Deed Recorded on 12/11/98 in Volume 639 Page 612

Property commonly known as 1913 S. 4th Street, Ironton, Ohio, 45638

Parcel No. 36-055-1500

DESCRIPTION APPROVED  
LAWRENCE CO. ENGR.

Date:

By:

6-27-2K

Cory Murphree

Transferred 6/29/00

Ray T. Dutey  
LAWRENCE COUNTY AUDITOR

LAWRENCE COUNTY, OHIO  
PREPARED FOR RECORD AT:

00 JUN 29 AM 8:46  
004839  
SUE ANN DEEDS RECORDER

Prior Instrument Reference: Volume 639, Page 612 of the Deed Records of Lawrence County, Ohio. Carolyn R. McClain

Grantor, releases all rights of dower therein. Witness  
June

Signed and acknowledged in the presence of:

GREG LUCAS

Elizabeth Keating  
Elizabeth Keating

State of Ohio

County of

Scioto Lawrence ss.

BE IT REMEMBERED, That on this 16th day of June, before me, the subscriber, a Notary Public, in and for said state, personally came, Andrea Lea Trippy and Thomas S. McClain and Carolyn R. McClain the Grantor(s) in the foregoing deed, and acknowledged the signing thereof to be their voluntary act and deed.

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



GREG LUCAS  
Notary Public, State of Ohio  
My Commission Expires July 31, 2003

This instrument was prepared by Francis X. Fullin, Esq.

1. Name of Grantor(s) and marital status.
2. See Sections 5302.05 and 5302.06 Ohio Revised Code.
3. Name of Grantee(s) and marital status of each.
4. Description of land or interest therein, and encumbrances, reservations, and exceptions, taxes and assessments (if any).
5. Delete whichever does not apply.
6. Partition in accordance with Chapter 5301 Ohio Revised Code.

This Conveyance has been examined and the Grantor has complied with Section 319.202 of the Revised Code.

Auditor's and Recorder's Stamps

FEE \$ 226.00

EXEMPT

RAY T. DUTEY, County Auditor

\*See Section 5302.17 Ohio Revised Code.

via 0639 PAGE 612

# Know all Men by these Presents

That Maxine McClain, unmarried, the grantor, reserving a life estate,  
Transferred.

12-11-98

in consideration of One Dollar (\$1.00) and other valuable considerations  
Lawrence County, Ohio  
RAY T. DUTEY, County Auditor

to her in hand paid by Andrea Lea Trippy and Thomas S. McClain,  
the grantees,  
whose address is c/o 1913 S. 4th Street, Ironton, OH 45638  
do hereby Grant, Bargain, Sell and Convey  
to the said Andrea Lea Trippy and Thomas S. McClain,

assigns forever, the following described Real Estate, situate in the City  
of Ironton in the County of Lawrence,  
and the State of Ohio, and being described as follows:

Lot No. 4 as the same is shown and described on Plat No. 1  
of the Fairground Land Association's Subdivision of lands in  
the City of Ironton, Ohio.  
PARCEL NUMBER: 36-055-1500  
LAST SOURCE OF TITLE - Deed Book 388, Page 377, Deed Records  
of Lawrence County, Ohio, deed dated December 1, 1972.

DESCRIPTION APPROVED  
LAWRENCE CO. ENGINEER

Dtd: 12-11-98  
By: C. Nathan Dickerson

This Conveyance has been examined  
and the Grantor has complied with  
Section 319.202 of the Revised Code

FEE \$

EXEMPT ☒

RAY T. DUTEY, County Auditor

~~DEED BOOK 388, PAGE 377, DEED RECORDS OF LAWRENCE COUNTY, OHIO~~

and all the Estate, Right, Title and Interest of the said grantor in and to said premises;  
Do have and to hold the same, with all the privileges and appurtenances thereunto belonging,  
to said grantee, their heirs and assigns forever.  
And the said grantor

do hereby Covenant and Warrant that the title so conveyed is Clear, Free and  
Unincumbered, and that she will defend the same against all lawful claims of all  
persons whomsoever.

SUBJECT, however, to a life estate reserved by the grantor herein which she  
reserves for her lifetime and does not convey.

This Conveyance has been examined  
and the Grantor has complied with  
Section 319.202 of the Revised Code

FEE \$

EXEMPT ☒

RAY T. DUTEY, County Auditor

0639

In Witness Whereof, the said Maxine McClain, unmarried, the grantor, reserving a life estate,

and hereunto set her hand, this 25th day of November in the year A. D. nineteen hundred and ninety-eight (1998).

Signed and acknowledged in presence of us:

Pamela K. Howe

Maxine McClain  
Maxine McClain

Constance Zimmerman

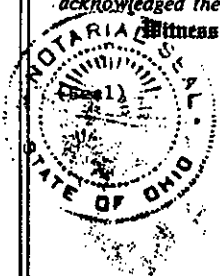
State of Ohio, Lawrence County, ss.

On this 25th day of November A. D. 19 98, before me, a Notary Public in and for said County, personally came

Maxine McClain, unmarried, reserving a life estate,

acknowledged the signing thereof to be her voluntary act and deed.

Witness my official signature and seal on the day last above mentioned.



Pamela K. Howe  
Notary Public, State of Ohio, My Comm. expires: 11/2/02

State of \_\_\_\_\_ County, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_ A. D. 19 \_\_\_\_\_, before me, a

acknowledged the signing thereof to be the grantor in the foregoing deed, and voluntary act and deed.

Witness my official signature and seal on the day last above mentioned.

010366

This instrument prepared by Kevin J. Waldo, Attorney, 413 Center Street, Ironton OH 45630  
1/740/532-4911

Warranty Deed

TO

Transferred December 11 19 98  
Ray T. Duley  
COUNTY AUDITOR

Form 62 - OHIO Warranty Deed - Short Form. (Rev. 10-91)

LAWRENCE COUNTY, OHIO  
98 DEC 11 AM 10:45  
deed 0639 PAGE 613  
SUE ANN CLEGG, RECORDER

Waldo

36-055-1500.000

07/05/2019

\$561.41

**Real Estate Tax Bill Second Half - 2018**

XXX.XX

36-055-1500.000

FLETCHER RYAN H AND APRIL D  
326 HEPLAR ST  
IRONTON, OH 45638

1913 SO 4TH ST

36 UPPER TWP-4TH WD

FLETCHER RYAN H AND APRIL D

48.70 0.124569 42.633466 0.0000 Residential

|                        |            |                             |        |
|------------------------|------------|-----------------------------|--------|
| Gross Full Year Tax    | \$1,444.92 | County (General Fund)       | 40.24  |
| Tax Reduction          | 180.00     | County (DD)                 | 24.45  |
| LESS:                  |            | County (EMS)                | 29.67  |
| Non Business Credit    | 113.68     | TWP (General Fund)          | 1.56   |
| Owner Occupancy Credit | 28.42      | TWP (Road & Bridge)         |        |
| Homestead Reduction    |            | TWP (Fire)                  |        |
|                        |            | Municipal (Gen/Curr/Lights) | 28.30  |
| Net Full Year Tax      | 1,122.82   | Municipal (Fire/EMS)        |        |
|                        |            | Municipal (Fire/Police)     | 7.78   |
|                        |            | Municipal (Recreation)      | 6.62   |
| ADD:                   |            | Municipal (Floodwall)       | 27.72  |
| Special Assessment     | 16.00      | School (Gen/Curr Exp)       | 263.14 |
| Delinquent Assessment  |            | School (Bond/Classroom Fac) | 99.77  |
| Assessment Penalty     |            | Vocational School           | 32.16  |
| Delinquent Real Estate |            | Health Department           |        |
| Real Estate Penalty    |            |                             |        |
| Contract Amount        |            |                             |        |
| CAUV Recoupment        |            |                             |        |
| Payment/Escrow         | ( 577.41)  |                             |        |
| Total Tax Due          | \$561.41   |                             |        |

-00-00 4 FAIR GROUNDS ADD.  
0000.00A

LAND 9,880  
BUILDING 74,880  
TOTAL 84,760

LAND 3,460  
BUILDING 26,210  
TOTAL 29,670

36-055-1500.000

**Real Estate Tax Bill Second Half - 2018**

07/05/2019

\$561.41

Lender Code 6  
FLETCHER RYAN H AND APRIL D

326 HEPLAR ST  
IRONTON, OH 45638

1913 SO 4TH ST

XXX.XX



- Go to 2018 Pay 2013
- Audio Maintenance
- Board of Revision
- Camera
- Find
- General Maintenance
- ACH Maintenance for Real Property
- Deeded Owner
- Manufactured Home
- Party
- Personal Property
- Reactive Property
- Real Property
- Interfaces
- OutGas Miners
- Public Inquiry
- Reports
- Transfer Menu
- Treasurer Maint & Processing

Real type: Real

Property number: 18-055-1600-000

Id: Addr: Value: Tax: Transfer: Special: Note: AR: Lender: Reduction: CALV: |

General Information

|                |                      |  |
|----------------|----------------------|--|
| Own Occ Ord: Y | 1st Half Due: 10.00  | Tax Set: 36 - UPPER TWP-4TH W. Cert. Delq. |
| Stadium Ord: N | 2nd Half Due: 561.41 | Class: 1810-Single family residen          |
| Homestead: N   | Balance Due: 561.41  | Full Rate: 48.700000                       |
| Adjustments: N | Escrow Acct:         | Elig. and Red: 42.633465 and 0.124659      |
| Future Chg: N  | Escrow Amt:          | Non BusDwn Ord: 0.083879 and 0.022469      |
| Future Pmt: N  |                      | Drill. Con: Amt:                           |
|                |                      | Slur: 872621                               |

Tax Alert:

Current charges

| Tax Set                       | Charge type | Total charge | Posted payment | Pending payment | Balance due |
|-------------------------------|-------------|--------------|----------------|-----------------|-------------|
| UPPER TWP-4TH WD-1st half tax |             | 561.41       | 561.41         | 0.00            | 0.00        |
| 2nd half tax                  |             | 561.41       | 0.00           | 0.00            | 561.41      |
| Total Real:                   |             | 1,122.82     | 561.41         | 0.00            | 561.41      |
| Total 1st                     |             | 16.00        | 16.00          | 0.00            | 0.00        |
| Total 2nd                     |             | 545.41       | 0.00           | 0.00            | 545.41      |

Show Detail: 2nd Half

Current Payments: Include delq: 577.41

Print Tax Detail: Not Create Flag: Additional Payments: Surplus: 0.00

Ref: 0.00 Act to Ref: 0.00 Aud Ref: 0.00

Rsn Code:





Also Oak Avenue, which was originally plat-  
ted by said commission 100 feet wide, has  
been reduced to eighty-six feet in width  
by ordinance of said City Council passed Sep-  
tember 7th, 1894.

Also the location of Dorset Alley between  
Sixth and Seventh street by reason of nar-  
rowing said Seventh street has been moved  
sixty-seven feet toward Seventh street.

And I do hereby adopt said plat as correct  
and deed dedicating all streets and avenues  
and Alleys as shown on this same for public  
use forever.

And Testimony Whereof I have hereunto  
set my hand this 20th day of April A.D. 1900  
Signed and acknowledged

in presence of  
E. C. Corn J. B. Snyder Mayor  
J. B. Suter

State of Ohio Lawrence County ss.

Be it remembered that on the 20th day  
of April A.D. 1900 before me the undersigned a  
Notary Public in and for Lawrence County  
and State of Ohio personally appeared J. B.  
Snyder Mayor the maker of the foregoing  
bill of dedication and acknowledged the  
signing thereof to be his voluntary act and  
that for the purposes and uses therein mentioned.

And Testimony Whereof I hereunto set  
my hand and official seal the day and year  
aforesaid.

E. C. Corn  
Notary Public  
Lawrence County, Ohio.

Ordinance No. 650

Accepting Plat number one of The Fair Ground  
Land Association's Sub-Division of land  
in the City of Ironton.

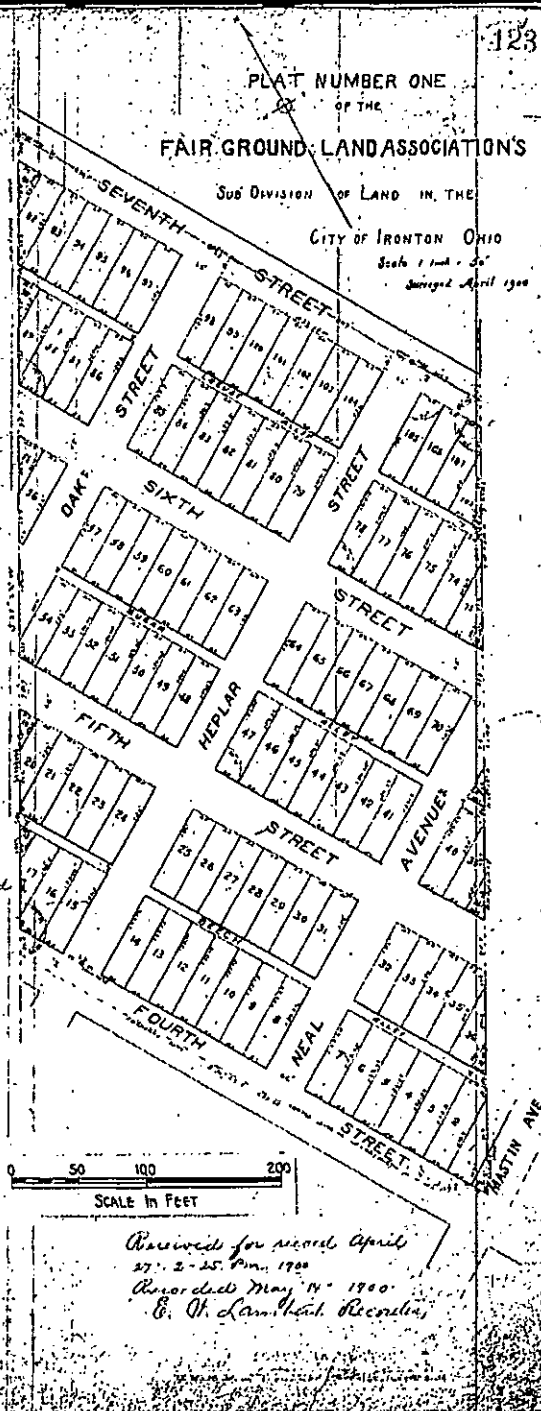
Section 1 Be it ordained by the Council  
of the City of Ironton Ohio that Plat number  
one of The Fair Ground Land Association's  
Sub-Division of land in the City of Ironton  
be and the same is hereby accepted as an  
addition to the City of Ironton Ohio according  
to said plat and deed of dedication thereto  
attached.

Be it further ordained that each street  
and alley and every part of the same respect-  
ively be and the same are declared to be  
streets and Alleys within the City of Iron-  
ton according to the designations of the  
same on said plat.

Section 2 This ordinance shall be in force  
from and after its legal publication.

Passed April 20th, 1900  
Attest  
Geo. H. Davis  
City Clerk.

E. B. Bullington President  
of the City Council



Doc ID: 002396420014 Type: MTG  
Kind: MORTGAGE  
Recorded: 10/30/2007 at 02:53:25 PM  
Fee Amt: \$124.00 Page 1 of 14  
Lawrence County, OH  
SHARON GOSSETT RAGER COUNTY RECORDER  
File# 2007-00008221  
BK 480 PG 480-493

After Recording Return To:

CITIZENS DEPOSIT BANK AND TRUST  
191 WAL-MART WAY  
MAYSVILLE, KENTUCKY 41056

[Space Above This Line For Recording Data]

Loan Number

## MORTGAGE

### DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated OCTOBER 29, 2007, together with all Riders to this document.

(B) "Borrower" is RYAN H FLETCHER and April D Fletcher, HUSBAND And WIFE AS JOINT TENANTS. Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is CITIZENS DEPOSIT BANK AND TRUST. Lender is a CORPORATION organized and existing under the laws of COMMONWEALTH OF KENTUCKY. Lender's address is 191 WAL-MART WAY, MAYSVILLE, KENTUCKY 41056. Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated OCTOBER 29, 2007. The Note states that Borrower owes Lender EIGHTY-THREE THOUSAND AND 00/100ths Dollars (U.S.\$83,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than NOVEMBER 1, 2037.

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

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

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

- ☐ Adjustable Rate Rider      ☐ Condominium Rider      ☐ Second Home Rider  
☐ Balloon Rider      ☐ Planned Unit Development Rider  
☐ 1-4 Family Rider      ☐ Biweekly Payment Rider

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

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

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

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

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

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

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

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

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

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of LAWRENCE :  
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

SEE ATTACHED EXHIBIT A

which currently has the address of 1913 SO 4TH STREET

IRONTON, Ohio 45638 ("Property Address"):  
[City] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

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

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

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

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds.

## **"EXHIBIT A"**

Situated in the City of Ironton, County of Lawrence and State of Ohio, and being described as follows:

Lot No. 4 as the same shown and described on Plat No. 1 of the Fairground Land Association's Subdivision of lands in the City of Ironton, Ohio.

PARCEL NUMBER: 36-055-1500

Subject to conditions and restrictions and easements, if any, contained in former deeds of record for said premises, subject to all of which conveyance is made.

LAST SOURCE OF TITLE - Official Record Book 444, Page 135, Official Records of Lawrence County, Ohio, deed dated January 18, 2007.

Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Executed this 29<sup>th</sup> day of OCTOBER, 2007

\_\_\_\_\_  
RYAN H FLETCHER (Seal)  
-Borrower

\_\_\_\_\_  
April D Fletcher (Seal)  
April D Fletcher -Borrower

\_\_\_\_\_  
(Seal) -Borrower

\_\_\_\_\_  
(Seal) -Borrower

[Space Below This Line For Acknowledgment]

State of OHIO

County of Lawrence

The foregoing instrument was acknowledged before me this OCTOBER 29, 2007 by RYAN H FLETCHER and April D Fletcher, HUSBAND And WIFE AS JOINT TENANTS.



This instrument prepared by:  
CITIZENS DEPOSIT BANK AND TRUST  
191 WAL-MART WAY  
MAYSVILLE, KENTUCKY 41056

\_\_\_\_\_  
Notary Public  
Typed or printed name: KEVIN J. WALDO

Lifetime Comm.  
ORC 147.03

Doc ID: 002397560002 Type: LEA  
 Kind: ASSIGNMENT OF MORTGAGE  
 Recorded: 11/07/2007 at 11:33:41 AM  
 Fee Amt: \$28.00 Page 1 of 2  
 Lawrence County, OH  
 SHARON GOSSETT HAGER COUNTY RECORDER  
 File# 2007-00008429  
 BK 481 Pg 572-573

When Recorded Return to:

CITIZENS DEPOSIT BANK AND TRUST  
 191 WAL-MART WAY  
 MAYSVILLE, KENTUCKY 41056

Loan Number: 7040104

Space Above for Recorder's Use

**CORPORATION ASSIGNMENT OF MORTGAGE**

FOR VALUE RECEIVED, the undersigned hereby grants, assigns, and transfers to:

Chylar Beam & Whitaker Mortgage Corp  
1419 N Magnolia Ave. Scale 400 34475

all beneficial interest under that certain Mortgage Dated: OCTOBER 29, 2007

Executed by: RYAN H FLETCHER and April D Fletcher, HUSBAND And WIFE AS JOINT  
 TENANTS, Mortgagor, whose address is 1913 SO 4TH STREET, IRONTON, OHIO 45638 to: CITIZENS  
 DEPOSIT BANK AND TRUST, Mortgagee, whose address is 191 WAL-MART WAY, MAYSVILLE,  
 KENTUCKY 41056 and recorded as Document No. 8221, on 10-30-07 in Book  
480, Page 480, of Official Records in the County Recorders Office of  
 LAWRENCE County, Ohio, describing land therein as:  
 SEE ATTACHED EXHIBIT A

Together with the note therein described or referred to, the money due and to become due thereon with interest,  
 and all rights accrued or to accrue under said Mortgage.

CITIZENS DEPOSIT BANK AND TRUST

By

Attest:

Vice President

Asst. Secretary

Susan Martin  
 Witness

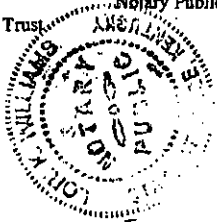
KY  
 State of OHIO, County of Lawrence

The foregoing instrument was acknowledged before me this October 29, 2007, by  
Brooks Gulley and Jocelyn King, Vice President and Asst.  
 Secretary of CITIZENS DEPOSIT BANK AND TRUST, a CORPORATION, on behalf of the  
 CORPORATION.

Notary Public

Prepared By: Citizens Deposit Bank and Trust

GMD50013600



Waldo



**"EXHIBIT A"**

Situate in the City of Ironton, County of Lawrence and State of Ohio, and being described as follows:

Lot No. 4 as the same shown and described on Plat No. 1 of the Fairground Land Association's Subdivision of lands in the City of Ironton, Ohio.

PARCEL NUMBER: 36-055-1500

LAST SOURCE OF TITLE - Official Record Book 480, Page 477, Official Records of Lawrence County, Ohio, deed dated October 29, 2007. Also see Official Record Book 444, Page 135, Official Records of Lawrence County, Ohio, deed dated January 18, 2007.

Doc ID: 003453420003 Type: LEA  
Kind: ASSIGNMENT OF MORTGAGE  
Recorded: 01/10/2013 at 09:32:52 AM  
Fee Amt: \$35.00 Page 1 of 3  
Lawrence County, OH  
SHARON GOSSETT HAGER COUNTY RECORDER  
File# 2013-00000198  
BK 706 PG 445-447

**ASSIGNMENT OF MORTGAGE**

KNOW ALL MEN BY THESE PRESENTS that Taylor, Bean & Whitaker Mortgage Corp., by Federal Home Loan Mortgage Corporation, its attorney-in-fact, 1417 North Magnolia Avenue, Ocala, FL 34475, for valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over unto OCWEN Loan Servicing, LLC, 1661 Worthington Road, Suite 100, West Palm Beach, FL 33409, a certain Mortgage Deed bearing the date October 29, 2007, executed delivered to it by Ryan H. Fletcher and April D. Fletcher, husband and wife, and recorded as Book 480, Page 480, of Lawrence County, Ohio Records on October 30, 2007, Permanent Parcel Number .6-055-1500.000.

IN WITNESS WHEREOF Taylor, Bean & Whitaker Mortgage Corp., by Federal Home Loan Mortgage Corporation, its attorney-in-fact, 1417 North Magnolia Avenue, Ocala, FL 34475 has caused this Assignment to be executed, for and on its behalf by its officials thereunto duly authorized and its corporate seal to be hereto affixed on December 07 2012

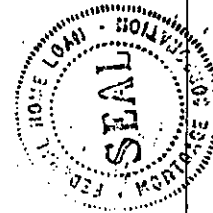
Taylor, Bean & Whitaker  
Mortgage Corp., by Federal  
Home Loan Mortgage  
Corporation, its attorney-in-fact,  
1417 North Magnolia Avenue,  
Ocala, FL 34475

BY:

  
\_\_\_\_\_  
Sign Name

Lomika Parker  
\_\_\_\_\_  
Print Name

Assistant Treasurer  
\_\_\_\_\_  
Title



THE STATE OF VA )  
)  
COUNTY OF Fairfax )

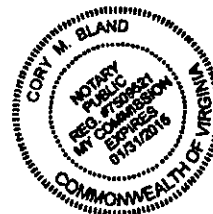
BEFORE ME, a Notary Public in and for said county, personally appeared Tamika Parker to me known and known to me to be the persons who, as Asst. Treasurer, of Taylor, Bean & Whitaker Mortgage Corp., by Federal Home Loan Mortgage Corporation, its attorney-in-fact, 1417 North Magnolia Avenue, Ocala, FL 34475, the entity which executed the foregoing instrument, signed the same, and acknowledged to me that he/she did so sign said instrument in the name and upon behalf of said corporation as such officer; and the free and corporate act and deed of said corporation; that he/she were duly authorized thereunto by its Board of Directors; and that the seal affixed to said instrument is the corporate seal of said corporation.

In Testimony Whereof, I have hereunto subscribed my name, and affixed my official seal, at 11:14am this 7th day of December, 2012.

Cory Bland  
Notary Public

This instrument is prepared by:  
FELTY & LEMBRIGHT CO., L.P.A.  
Attorneys at Law  
1500 West Third Street, Suite 400  
Cleveland, OH 44113

11/15/2012  
12-20264D  
#70828488  
FM#480619956



**LIMITED POWER OF ATTORNEY**

Taylor, Bean & Whitaker Mortgage Corp. (hereinafter called "TBW") hereby appoints Federal Home Loan Mortgage Corporation ("Purchaser"), as its true and lawful attorney-in-fact to act in the name, place and stead of TBW solely with respect to that certain mortgage loan (the "Mortgage Loan") identified on Exhibit A hereto and previously sold to Purchaser. This Limited Power of Attorney is granted for the following, and only the following, limited purposes:

To execute, acknowledge, seal and deliver deed of trust/mortgage note endorsements, mobile home titles & lien satisfactions, assignments of deed of trust/mortgage and other recorded documents, satisfactions/ releases/reconveyances of deed of trust/mortgage, with all ordinary or necessary endorsements, acknowledgments, and supporting documents as may be necessary or appropriate to effect its execution, delivery, conveyance, recordation or filing, in each case without representation, warranty, or recourse by or against TBW; and

TBW intends that this Limited Power of Attorney be coupled with an interest and be revocable only upon written notice to Purchaser.

TBW further grants to its attorney-in-fact full authority to act in any manner both proper and necessary to exercise the foregoing powers.

Purchaser shall indemnify, defend and hold harmless TBW and its officers, directors, successors and assigns from and against any and all losses, costs, expenses (including, without limitation, actual attorneys' fees), damages, liabilities, demands or claims of any kind whatsoever (hereinafter a "Claim") arising out of, related to, or in connection with (i) any act taken by Purchaser (or its substitute or substitutes) pursuant to this Limited Power of Attorney, which act results in a Claim by virtue of the use of this Limited Power of Attorney (and not as a result of a Claim related to the underlying instrument with respect to which this Limited Power of Attorney has been used), or (ii) any use or misuse of this Limited Power of Attorney in any manner or by any person not expressly authorized hereby. The indemnification provided for herein shall survive any termination or revocation of this Limited Power of Attorney.

IN WITNESS WHEREOF, Purchaser and TBW have respectively executed this Limited Power of Attorney on the 28 day of November, 2012 and the 5<sup>th</sup> day of December, 2012, respectively.

Doc ID: 003460140004 Type: LEA  
Kind: POWER OF ATTORNEY  
Recorded: 12/21/2012 at 11:17:49 AM  
Fee Amt: \$44.00 Page 1 of 4  
Laurence County, OH  
SHARON GOSSETT HAGER COUNTY RECORDER  
File# 2012-00007579

[Signatures continued on Next Page]

BK 704 pg 654-657

Non-Standard Document \$20

Non-Standard Document \$20

Federal Home Loan Mortgage Corporation


By: 

Name: Tomika Parker

Title: Assistant Treasurer

Witnesses:

  
Lisley Navarro

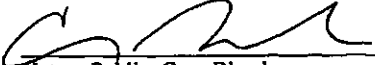
  
Angela Miller

STATE OF VA

COUNTY OF FAIRFAX

On 11/28/2012, before me, Cory Bland, a notary public for and within the said county, personally appeared Tomika Parker, Assistant Treasurer of Federal Home Loan Mortgage Corporation whose address is 8250 Jones Branch Drive, Mclean, VA 22102 personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

By:   
Notary Public: Cory Bland  
My commission Expires: 01/31/2015



Taylor, Bean & Whitaker Mortgage Corp.

By: Fergal Stack

Name: Fergal Stack

Title: Executive Vice President & Secretary

Witnesses:

Jennifer Rice: [Signature]

Virginia A. Argo: [Signature]

STATE OF FLORIDA  
COUNTY OF ORANGE

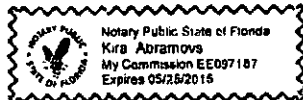
On 12/5/12, before me, Kira Abramovs, a notary public for and within the said county, personally appeared, Fergal Stack, of Taylor, Bean & Whitaker Mortgage Corp., whose address is 4901 Vineland Road, Suite 120, Orlando, FL 32811 personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/ her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

By: [Signature]

Notary Public: Kira Abramovs

My commission Expires: 05/25/2015



[Signatures Continued on Next Page]

**EXHIBIT A**

That certain Mortgage executed by: **Ryan H Fletcher and April D Fletcher, Husband and Wife, as Joint Tenants**, to **Citizens Deposit Bank and Trust, 191 Wal-Mart Way, Maysville, KY 41056** ("Lender"), dated **10/29/2007**, and recorded on **10/30/2007** in Book **480**, Page **480**, and/or Instrument Number **2007-00008221**, of the Public Records of **Lawrence County, OH**, securing that certain note in the principal sum of **Eighty-Three Thousand and no/ 100 Dollars (\$83,000.00)** and certain promises and obligations set forth in said mortgage deed, upon the property situate in said State and County, described to wit:

**CKA: 1913 SO 4th Street, Ironton, OH 45638**



Doc ID: 003843580003 Type: MTG  
Recorded: 11/27/2017 at 01:53:41 PM  
Fee Amt: \$36.00 Page 1 of 3  
Lawrence County, OH  
SHARON GOSSETT HAGER COUNTY RECORDER  
File# 2017-00007105  
BK 922 PG 561-563

After Recording Return To

(Space Above This Line for Recording Data)

**OPEN-END SAVE THE DREAM OHIO MORTGAGE**

Ryan Fletcher (Borrower) single person(s), whose address is 1913 South 4th Street, Ironton, Ohio 45638 in consideration for the sum of up to Thirty-Five Thousand and 00/100 dollars (\$35,000) paid to Borrower by the Ohio Homeowner Assistance LLC, (Lender), the mailing address of which is 88 East Broad Street, Suite 1600, Columbus, Ohio 43215, grants, with mortgage covenants, to Lender the real property more fully described in Exhibit A attached hereto and incorporated herein by reference (the Property)

Parcel No.: 36-055-1500.000

PROPERTY ADDRESS: 1913 South 4th Street, Ironton, Ohio 45638

This Open-Ended Save the Dream Ohio Program Mortgage ("Mortgage") is given, to secure payment of the above amount, and is evidenced by and subject to the terms and conditions of a certain Save the Dream Ohio Program Promissory Note ("Note"), of even date herewith, given by the Borrower to the Lender in accordance with the Save the Dream Ohio Program ("SDO") administered by the Ohio Housing Finance Agency ("OHFA") and the Statutory Condition (defined below).

The Note shall be repaid in accordance with the schedule, terms and conditions set forth in the Note if Borrower sells or transfers the Property and does not continue to occupy the Property as Borrower's primary residence for the entire term of the Note.

"Statutory Condition" is defined in Section 5302. 14 of the Ohio Revised Code and provides generally that if the Borrower pays the principal of the Note, secured by this Mortgage, performs the other obligations secured hereby and the conditions of any prior mortgage, pays all the taxes and assessments, maintains insurance against fire and other hazards, and does not commit or suffer waste, then this Mortgage shall be void.

Borrower hereby agrees as follows:

- A. To own and occupy the Property as Borrower's principal residence during the entire term of the Note.
- B. To make to Lender: (1) the repayment of the indebtedness evidenced by the Note, and all renewals, extensions and modifications thereof and (2) to perform all covenants, agreements and obligations of Borrower under the Note and this Mortgage.
- C. If Borrower is receiving assistance under the Mortgage Payment Assistance (MPA) program in accordance with the SDO administered by OHFA, Borrower agrees to notify OHFA of his/her reemployment within thirty (30) days of such reemployment.
- D. Borrower affirms that no person benefitting from the assistance provided under this Mortgage has been convicted within the last 10 years, of any one of the following: felony, larceny, theft, fraud or forgery; money laundering; or tax evasion in connection with a mortgage or real estate transaction.

Notwithstanding anything contained in this Mortgage to the contrary, this Mortgage and the obligations contained herein shall automatically terminate on December 31, 2020; provided, however that there does not exist, at such time, any uncured event of default under either this Mortgage or the Note.

Notwithstanding anything contained in this Mortgage to the contrary, Borrower promises to repay promptly upon demand any unpaid amounts of the Save the Dream Ohio Assistance in accordance with the SDO Program administered by OHFA which is either received by Borrower or received by anyone on Borrower's account for and which Borrower does not qualify for or for which Borrower obtained as the result of false, misleading or untrue information that Borrower provided in order to obtain such Save the Dream Ohio Assistance.

Borrower's failure to comply with the covenants contained herein or with any terms or conditions of the Note, shall constitute a default under this Mortgage. Upon such default, Lender may send a written notice to Borrower stating the default, request immediate payment of the Note, and all reimbursable costs and expenses, including reasonable attorneys' fees if permitted by law, and Lender shall have all legal and equitable remedies available under law, including the right to foreclose this Mortgage.


This Mortgage may secure amounts advanced to or for Borrower after this Mortgage is recorded, but the maximum indebtedness secured by this Mortgage shall not exceed the amount stated above.

This Mortgage shall be governed by the laws of the State of Ohio.

The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns and heirs of Borrower and Lender.

Witness the execution hereof this day of

Oct 25 2017

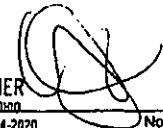
  
Ryan Fletcher  
Date 10-25-17

STATE OF OHIO

COUNTY OF Lawrence SS:

BE IT REMEMBERED: that on this 25 day of Oct, 2017, before me; the subscriber, a Notary Public in and for said County and State, personally came, Ryan Fletcher and, Borrowers, in the foregoing instrument, and acknowledge the signing thereof to be in their voluntary act and deed.



  
YOLANDA L. COLLIER

NOTARY PUBLIC STATE OF OHIO  
COMMISSION EXPIRES 02-14-2020

Notary Public

This instrument prepared by

Ohio Housing Finance Agency  
67 East Main Street  
Columbus, Ohio 43215

EXHIBIT A

Situated in the City of Ironton, County of Lawrence, County of Lawrence and State of Ohio, and being described as follows:

Lot No. 4 as the same shown and described on Plat No. 1 of the Fairground Land Association's Subdivision of lands in the City of Ironton, Ohio

Parcel Number: 36-055-1500

Subject to conditions and restrictions and easements, if any, contained in former deeds of record for said premises, subject to all of which conveyance is made

LAST SOURCE OF TITLE- Official Record Book 444, Page 135, Official Records of Lawrence County, Ohio, deed dated January 18, 2007.

Be the same more or less, but subject to all legal highways.

IN THE COURT OF COMMON PLEAS  
LAWRENCE COUNTY, OHIO

APRIL FLETCHER

PLAINTIFF

AND

RYAN H. FLETCHER

DEFENDANT

12-DR-523  
DIORCE DECREE  
CLERK OF COURT  
FINAL APPEALABLE ORDER

Lawrence County  
Child Support  
Enforcement  
Agency  
Approved Order

\* CASE NO. 12-DR-523

This matter came on for hearing on August 15, 2012. Present was the Plaintiff, but represented by counsel; and the Defendant was present represented by Attorney Frederick C. Fisher, Jr.

From the evidence adduced at said hearing, the Court finds that the parties were married as alleged in the Complaint; that the Plaintiff is and has been a resident of Lawrence County, Ohio, for more than six (6) months immediately preceding the filing of this Complaint and that there were two children born as issue of said marriage, to-wit: [REDACTED], DOB [REDACTED] and [REDACTED], DOB [REDACTED]

The Court further finds that the parties are incompatible, by reason of which the parties are entitled to a Decree of Divorce.

It is therefore **ORDERED, ADJUDGED AND DECREED** that the Marital Contract between the parties be and the same is hereby dissolved.

The Court further finds that they have entered into a Separation Agreement, a copy of which is attached hereto as Exhibit "A", and a Shared Parenting Plan, a copy of which is attached hereto as Exhibit "B". The said agreements are approved and confirmed and incorporated by reference into this Decree as a part of the Order of the Court.


The Clerk shall mail a copy of this Order to all counsel of record and to each party not in

default, to-wit: Frederick C. Fisher, Jr., Attorney for

McCOWN & FISHER  
LPA  
311 Park Avenue  
Ironton, Ohio 45638

Tel (740) 532-8744  
Fax (740) 532-8852

Defendant, 311 Park Avenue, Ironton, OH 45638; April Fletcher, Plaintiff, 1913 South 4<sup>th</sup> Street, Ironton, Ohio 45638, and note the service in the Appearance Docket.



FREDERICK C. FISHER, JR., REG. NO. 0075969  
ATTORNEY FOR DEFENDANT



JUDGE SCOTT BOWLING

**EXHIBIT "A"**

**SEPARATION AGREEMENT**

This Separation Agreement entered into this 1<sup>st</sup> day of August, 2012, and between **RYAN H. FLETCHER** hereinafter known as the **HUSBAND**, and **APRIL FLETCHER** hereinafter known as **WIFE**.

**WITNESSETH:**

**WHEREAS**, the parties have agreed to live separate and apart and to make a reasonable and fair division of their assets and debts, and

**WHEREAS**, the parties have each been fully informed of their legal rights, obligations, duties and assets of the marriage, and

**WHEREAS**, if the parties at a future date decide to legally terminate the marriage or to obtain a legal separation, they desire to affirm the division of their assets, duties and responsibilities,

**NOW THEREFORE IN CONSIDERATION** of the mutual promises of each, the parties hereby agree to this **SEPARATION AGREEMENT** and request that if any future legal action occurs between the parties, that it be made a part of any **COURT ORDER**. The parties further agree that each may conduct his or her personal affairs in an independent manner and neither shall use any action of the other as cause for any future, legal action. It is further agreed that neither party shall incur any credit in the name of the other.

1. The martial home shall be sold immediately. The Wife shall live in the martial home until the martial home is sold or a deed in lieu foreclosure is provided to the mortgage company. If the martial home sells the parties

shall split the profits from the home equally.

2. The Husband shall receive the 2008 Dodge Caravan and any debtless thereon, free and clear of any claim from the Wife, holding the Wife harmless thereon.
3. The Wife shall receive the 1999 Plymouth Breeze and any debtless thereon, free and clear of any claim from the Husband, holding the Husband harmless thereon.
4. The Husband shall receive the tv from the living room, his tools, all studio equipment, and dining room table and chairs, free and clear of any claim from the Wife, holding the Wife harmless thereon.
5. The Wife shall receive the remaining household goods, free and clear from the Husband.
6. Each party shall receive their own personal belongings, free and clear from the other party.
7. Each party shall receive their retirement, free and clear from the other party.
8. Both parties shall take full responsibility for all of their personal debts, including medical bills.
9. No Spousal Support shall be ordered at this time.
10. The parties shall exercise a Shared Parenting Plan with the minor child.  
(See Attached)
12. Each party shall claim one of the minor children for tax purposes, however, the Father shall claim both minor children if the Mother does not

work.

13. It is further agreed that the Defendant shall pay child support in the amount of \$800.00 per month plus poundage of 2 % through the Ohio Child Support Payment Central, P.O. Box 182372, Columbus, Ohio 43218-2372. Said Defendant/Obligor shall make said payments by certified Check or Money Order until such time as said amounts are withheld by the Withholding Order issued herewith. The said amount is a Court ordered deviation from a standard guideline.

The Defendant's gross income is \$55,000.00 and said income equals or exceeds 150% of the poverty level as established by the United States Department of Agriculture. The Defendant is able to provide insurance through an employer at reasonable costs. If the Defendant would no longer have medical insurance available to him at a reasonable cost through his employer his child support order would be \$263.95 child support per month, along with a cash medical order of \$139.17 per month plus \$8.06 processing fee, for a total monthly obligation of \$411.18.

It is further **ORDERED** that the Obligor is restrained from making said payments directly to the Obligee and the Obligee is enjoined from accepting said direct payments from the Obligor. Any payments of support not made through the Ohio Child Support Payment Central shall be deemed as a "GIFT".

All child support and spousal support under this order shall be withheld or deducted from the incomes or assets of the Obligor pursuant to a withholding or deduction notice or appropriate court order issued in accordance with Section 3113.21 of the Revised Code or a withdrawal directive issued pursuant to Section 3112.214 of the Revised Code and shall be forwarded to the Obligee in accordance with Sections 3113.21 to 3113.213 of the Revised Code.



The Defendant shall maintain health insurance on the parties minor children. Both parties shall pay equally for uninsured medical expenses incurred by the children so long as Defendant is maintaining health insurance on the children. If the Defendant fails to maintain health insurance, he shall pay Plaintiff's health insurance premium for the child and pay for all uninsured medical expenses.

The Court finds that the [Obligor/Obligee/Both] or the party which shall first have medical insurance become available shall enroll the child/children. First available means the earliest of the dates upon which the party became eligible to insure the child/children through the employer at a reasonable cost. The person or persons required to obtain health insurance coverage shall do all of the following:

- a) Provide the other parent with information regarding the benefits, limitations and exclusions of the health coverage, copies of any insurance forms necessary to receive reimbursement, payment, or other benefits under the coverage, and a copy of any necessary insurance cards;
- b) Submit a copy of the child support order to the insurer at the time of making application to enroll the child/children under the health insurance policy, contract, or plan;
- c) Furnish written proof to the CSEA of compliance with these requirements at 1100 South 7<sup>th</sup> Street, Ironton, Ohio 45638.

The name, address and telephone number of the individual who is to be reimbursed for out-of-pocket medical, optical, hospital, dental or prescription expenses paid for each child is:

April Fletcher, 1913 South 4<sup>th</sup> Street, Ironton, Ohio 45638

and that the insurer providing coverage for the child/children may continue making payment for

medical, optical, hospital, dental, or prescription services directly to any health care provider in accordance with the applicable health insurance policy, contract, or plan.

Both parents are required to designate the child/children as covered dependents under any health insurance policy, contract, or plan for which they contract.

The Court finds that if current child support plus the employees contribution to the plan does not exceed 60% of the net income and if there are no current spouses and child/children, the cost is "reasonable." If there are a current spouse and child/children, the total paid cannot exceed 50% of the net income and then said cost is "reasonable."

The employer of the parent required to obtain health insurance coverage is required to release to the other parent or the CSEA on written request, any necessary information on the health insurance coverage, including the name and address of the insurer, any policy, contract or plan number and to otherwise comply with the requirement listed in the child support order or notice issued regarding health insurance coverage for the child/children.

The full name and date of birth of each child who is the subject of the child support order is:

[REDACTED] DOE [REDACTED]

[REDACTED] DOE [REDACTED]

The parties shall comply with the provisions of ORC 5101:1-29-35 as amended and all other applicable provisions of the Ohio Administrative Code as amended.

If the obligor or obligee fails to obtain health insurance coverage required by a child support order, the CSEA will request a court order requiring the obligor or obligee to obtain health insurance coverage.

Take notice that "if the parent required to obtain health care insurance coverage for the child/children subject to this child support order obtains new employment and the health

insurance coverage for the child/children is provided through the previous employer, the CSEA will comply with the requirements of sections 3119.43 and 3119.44 of the Revised Code, which may result in the issuance of a notice requiring the new employer to take whatever action is necessary to enroll the child/children in health care insurance coverage provided by the new employer."

Each party to this support order must notify the child support enforcement agency in writing of his or her current mailing address, current residence address, current residence telephone number, current driver's license number, and of any changes in that information. Each party must notify the agency of all changes until further notice from the Court. If you are the Obligor under a child support order and you fail to make the required notifications you may be fined up to \$50.00 for a first offense, \$100.00 for a second offense, and \$500.00 for each subsequent offense. If you are an Obligor or Obligee under any support order and you willfully fail to make the required notification you may be found in contempt of court and be subjected to fines up to \$1,000.00 and imprisonment for not more than 90 days.

If you are an Obligor and you fail to make the required notifications you may not receive notice of the following enforcement actions against you: imposition of liens against your property; loss of your professional or occupational license; driver's license, or recreational license; withholding from your income; access restriction and deduction from your accounts in financial institutions; and any other action permitted by law to obtain money from you to satisfy your spousal obligation.

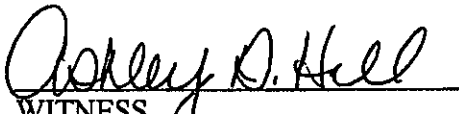
It is further **ORDERED** both parties shall take notice of the Obligee's Rights and Remedies for Enforcement of Support attached hereto, available to the Obligee in the event Obligor fails to make payments of support as **ORDERED** herein.

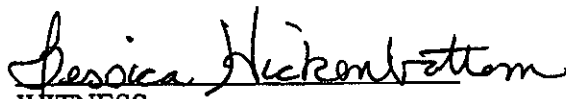
A Wage Deduction Order shall be issued to Defendant/ Obligor's employer, to-wit:

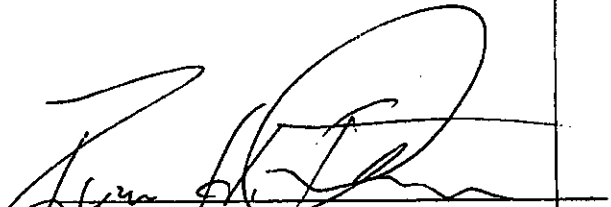
AK Steel Corporation, 9227 Centre Pointe Drive, West Chester, Ohio 45069

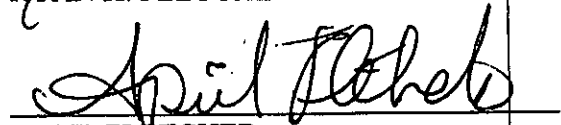
All support payments shall be forwarded to Ohio Child Support Payment Central, P.O. Box  
182394, Columbus, Ohio 43218-2394.

SIGNED IN THE PRESENCE OF:

  
WITNESS

  
WITNESS

  
RYAN H. FLETCHER

  
APRIL FLETCHER

## PLAN FOR SHARED PARENTING

As used herein, "Father" shall refer to Ryan H. Fletcher; and "Mother" shall refer to April Fletcher. "Parents" shall refer to both Mother and Father. Parents' minor children, [REDACTED] [REDACTED] DOB [REDACTED] and [REDACTED] DOB [REDACTED] shall be referred to herein as "Children".

### I. GENERAL PROVISIONS

**A. PARENTAL COMMITMENT:** Parents agree to conduct themselves in a manner conducive to the welfare and best interest of their children. Both Parents recognize that a marital termination can be a painful and traumatic event for children. To alleviate the potentially harmful effects of this event on their Children, Parents agree to take all steps reasonable possible to show their Children the depth and continuing nature of their parental commitment. Both parents believe it is in the best interest of their Children to make this positive statement concerning the mutual love and commitment they share for them.

**B. PARENTAL RIGHTS:** Both parents shall have the following rights:

1. The right to participate in major decisions concerning their Children's health, social situation, morals, welfare, education and economic environment.
2. The right to authorize emergency medical, surgical, hospital, dental, institutional, psychological or psychiatric care.
3. The right to be notified by the other parent in case of an injury to the Children, and in case of the Children's illness.
4. The right to inspect and receive the Children's medical and dental records and the right to consult with any treating physician or dentist or other health care provider to the children.
5. The right to consult with school officials concerning the Children's welfare and educational status, and the right to inspect and receive student records to the extent permitted by

law.

6. The right to receive or have forwarded promptly from the appropriate parent or school, copies of all school reports, calendars of school events, notices of parent teacher conferences and school programs.

**C. PARENTAL GUIDELINES:** For the best interest of their children, Parents each agree to use their best efforts to abide by the following guidelines. Parents agree that these guidelines are goals for the interaction with their children:

1. To provide their Children with an emotional environment in which they are free to continue to love the other parent and to spend time with that parent.
2. To encourage good feelings from their children about the other parent and that parent's extended family.
3. To encourage their Children to remember the other parent on special occasions.
4. To communicate with each other openly and honestly to avoid misunderstandings which are or may be harmful to their children.
5. To plan together as parents rather than through the Children.
6. To plan and consult with each other in advance for time with the Children.
7. To avoid taking sides or issues with decisions or actions by the other parent in the presence of the children.
8. To present a united front in handling problems with the Children.
9. To refrain from fighting and arguing with the other parent and degrading the other parent in the presence of the children.
10. To refrain from withholding time with the other parent as a punishment to the Children or to the other parent.
11. To take a consistent and predictable role in the Children's lives, using time with the

children to strengthen the parental relationship with them.

12. Except for emergencies, to make changes in plans by mutual agreement with reasonable notice to the other parent.

13. To be flexible in arranging dates and time with the children, so that dates and times do not interfere with important family activities or prior planned activities of the other parent.

14. To see that time schedules with the Children will be regularly observed, with the late parent to phone and leave word concerning the reason for lateness and the estimated new time.

15. To treat their children as individuals, respecting their feelings and needs.

16. To establish mutually agreed upon behavioral standards for the Children and apply them consistently and reasonably.

## **II. RESIDENTIAL AND NON-RESIDENTIAL PARENT**

Each party shall be designated residential parent during their parenting time. The Mother shall be designated residential parent for school purposes only.

## **III. SHARED PARENTING**

### **POSSESSORY SCHEDULE:**

1. The parties agree to the following scheduled:

A. The parties shall work among themselves for a visitation schedule with the minor children.

B. The parties agree that both children shall attend public schools.

## **IV. CHILD SUPPORT**

It is further agreed that the Defendant shall pay child support in the amount of \$800.00 per month plus poundage of 2 % through the Ohio Child Support Payment Central, P.O. Box 182372, Columbus, Ohio 43218-2372. Said Defendant/Obligor shall make said payments by certified Check or Money Order until such time as said amounts are withheld by the Withholding

Order issued herewith. The said amount is a Court ordered deviation from a standard guideline.

The Defendant's gross income is \$55,000.00 and said income equals or exceeds 150% of the poverty level as established by the United States Department of Agriculture. The Defendant is able to provide insurance through an employer at reasonable costs. If the Defendant would no longer have medical insurance available to him at a reasonable cost through his employer his child support order would be \$263.95 child support per month, along with a cash medical order of \$139.17 per month plus \$8.06 processing fee, for a total monthly obligation of \$411.18.

It is further **ORDERED** that the Obligor is restrained from making said payments directly to the Oblige and the Oblige is enjoined from accepting said direct payments from the Obligor. Any payments of support not made through the Ohio Child Support Payment Central shall be deemed as a "GIFT".

All child support and spousal support under this order shall be withheld or deducted from the incomes or assets of the Obligor pursuant to a withholding or deduction notice or appropriate court order issued in accordance with Section 3113.21 of the Revised Code or a withdrawal directive issued pursuant to Section 3112.214 of the Revised Code and shall be forwarded to the Oblige in accordance with Sections 3113.21 to 3113.213 of the Revised Code.

The Defendant shall maintain health insurance on the parties minor children. Both parties shall pay equally for uninsured medical expenses incurred by the children so long as Defendant is maintaining health insurance on the children. If the Defendant fails to maintain health insurance, he shall pay Plaintiff's health insurance premium for the child and pay for all uninsured medical expenses.

The Court finds that the [Obligor/Oblige/Both] or the party which shall first have medical insurance become available shall enroll the child/children. First available means the

MCCOWN & FISHER  
LPA  
311 Park Avenue  
Ironton, Ohio 45638

Tel (740) 532-8744  
Fax (740) 532-8852



earliest of the dates upon which the party became eligible to insure the child/children through the employer at a reasonable cost. The person or persons required to obtain health insurance coverage shall do all of the following:

- a) Provide the other parent with information regarding the benefits, limitations and exclusions of the health coverage, copies of any insurance forms necessary to receive reimbursement, payment, or other benefits under the coverage, and a copy of any necessary insurance cards;
- b) Submit a copy of the child support order to the insurer at the time of making application to enroll the child/children under the health insurance policy, contract, or plan;
- c) Furnish written proof to the CSEA of compliance with these requirements at 1100 South 7<sup>th</sup> Street, Ironton, Ohio 45638.

The name, address and telephone number of the individual who is to be reimbursed for out-of-pocket medical, optical, hospital, dental or prescription expenses paid for each child is:

April Fletcher, 1913 South 4<sup>th</sup> Street, Ironton, Ohio 45638

and that the insurer providing coverage for the child/children may continue making payment for medical, optical, hospital, dental, or prescription services directly to any health care provider in accordance with the applicable health insurance policy, contract, or plan.

Both parents are required to designate the child/children as covered dependents under any health insurance policy, contract, or plan for which they contract.

The Court finds that if current child support plus the employees contribution to the plan does not exceed 60% of the net income and if there are no current spouses and child/children, the cost is "reasonable." If there are a current spouse and child/children, the total paid cannot exceed 50% of the net income and then said cost is "reasonable."

The employer of the parent required to obtain health insurance coverage is required to release to the other parent or the CSEA on written request, any necessary information on the health insurance coverage, including the name and address of the insurer, any policy, contract or plan number and to otherwise comply with the requirement listed in the child support order or notice issued regarding health insurance coverage for the child/children.

The full name and date of birth of each child who is the subject of the child support order is:

[REDACTED]

DOB [REDACTED]  
DOB [REDACTED]

The parties shall comply with the provisions of ORC 5101:1-29-35 as amended and all other applicable provisions of the Ohio Administrative Code as amended.

If the obligor or obligee fails to obtain health insurance coverage required by a child support order, the CSEA will request a court order requiring the obligor or obligee to obtain health insurance coverage.

Take notice that "if the parent required to obtain health care insurance coverage for the child/children subject to this child support order obtains new employment and the health insurance coverage for the child/children is provided through the previous employer, the CSEA will comply with the requirements of sections 3119.43 and 3119.44 of the Revised Code, which may result in the issuance of a notice requiring the new employer to take whatever action is necessary to enroll the child/children in health care insurance coverage provided by the new employer."

Each party to this support order must notify the child support enforcement agency in writing of his or her current mailing address, current residence address, current residence telephone number, current driver's license number, and of any changes in that information. Each party must notify the agency of all changes until further notice from the Court. If you are the

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Tel (740) 532-8744  
Fax (740) 532-8852

Obligor under a child support order and you fail to make the required notifications you may be fined up to \$50.00 for a first offense, \$100.00 for a second offense, and \$500.00 for each subsequent offense. If you are an Obligor or Obligee under any support order and you willfully fail to make the required notification you may be found in contempt of court and be subjected to fines up to \$1,000.00 and imprisonment for not more than 90 days.

If you are an Obligor and you fail to make the required notifications you may not receive notice of the following enforcement actions against you: imposition of liens against your property; loss of your professional or occupational license; driver's license, or recreational license; withholding from your income; access restriction and deduction from your accounts in financial institutions; and any other action permitted by law to obtain money from you to satisfy your spousal obligation.

It is further **ORDERED** both parties shall take notice of the Obligee's Rights and Remedies for Enforcement of Support attached hereto, available to the Obligee in the event Obligor fails to make payments of support as **ORDERED** herein.

A Wage Deduction Order shall be issued to Defendant/ Obligor's employer, to-wit:

AK Steel Corporation, 9227 Centre Pointe Drive, West Chester, Ohio 45069

All support payments shall be forwarded to Ohio Child Support Payment Central, P.O. Box 182394, Columbus, Ohio 43218-2394.

#### V. TAXES

Each party shall claim one of the minor children for tax purposes, however, the Father shall claim both minor children if the Mother does not work.

#### VI. PLAN MODIFICATION

This Shared Parenting Plan reflects the current agreement of the Parents respecting the care and support of their Children. Both parents recognize the need for flexibility to meet the

Children's best interests as may be necessitated by future circumstances. To this end, Parents understand that under Ohio law they may modify this Plan For Shared Parenting of their Children as may be necessary or desirable to serve with their Children's best interest.

#### **VII. REPRESENTATION**

Father has been represented by an attorney in the negotiations and preparation of this Shared Parenting Plan. Father acknowledges that this Plan has been explained to him by his attorney, and that he has read the Plan and is aware of its content and legal effect.

Mother has not been represented by an Attorney in the negotiations and preparation of this Shared Parenting Plan. Mother acknowledges that she has been advised of her right to secure an attorney and be advised of her rights by said Attorney, and that she has read the Plan and is aware of its content and legal effect.

#### **VIII. EFFECTIVE DATE**

This Shared Parenting Plan shall become effective upon being signed by both of the Parents and approved by the Court of Common Pleas, Lawrence County, Ohio.

#### **IX. EXECUTION**

Parents firmly believe that this Shared Parenting Plan is in their Children's best interests. Accordingly, they each have signed this Shared Parenting Plan on the dates of their signatures below for submission for approval by the Court of Common Pleas, Lawrence County, Ohio.

#### **X. RECORDS ACCESS NOTICE**

Pursuant to O. R. C. 3109.05.1 and subject to O. R. C. Sections 2301.35 (G) (2) and 3319.321(F), Father is entitled to access, under the same terms and conditions as Mother to any record that is related to the children and to which Mother legally is provided access, including school records. Any keeper of a record, public or private, who knowingly fails to comply with this Order, is in contempt of Court.

**XI. SCHOOL ACTIVITIES NOTICE**

Subject to O. R. C. Section 3319.321, Father is entitled to equal access, under the same terms and conditions as Mother to any student activity that is related to the Children to which Mother is legally provided access.

**XII. ATTENDANCE**

Both parents shall have the right to be present with the Children at medical, dental and/or other health related examinations and treatments. Likewise, each shall have the right to be present at all school functions and extracurricular and other activities in which the Children are involved and which the attendance of one or more parents of a children is customary.

Further, each shall have the right to be present and participate at all of the Children's parent-teacher conferences and each shall have the right to view all report cards or other progress reports.

**XIII. TELEPHONE ACCESS**

Each party shall be entitled to reasonable telephone contact with the Children without interference or intrusion.

**XIV. RELOCATION**

Neither party shall not relocate from Lawrence County, Ohio, without first giving the other party at least thirty (30) days notice in advance of such relocation.

SIGNED IN THE PRESENCE OF:

Ashley D. Hill  
WITNESS

Ryan H. Fletcher  
RYAN H. FLETCHER

Jessica Hickman Bottom  
WITNESS

April Fletcher  
APRIL FLETCHER

# CHILD SUPPORT COMPUTATION WORKSHEET SOLE RESIDENTIAL PARENT OR SHARED PARENTING ORDER

Name of Parties: Ryan and April Fletcher

Case No:

Number of Minor Children: 2

The following parent was designated as residential parent and legal custodian:

☐ - Mother

☐ - Father

☒ - Shared

| Line No.           | Father    | Mother    | Line No.              | Father    | Mother   |
|--------------------|-----------|-----------|-----------------------|-----------|----------|
| 1a Employment      | 55,000.00 | 16,016.00 | 17 Basic obligation   | 12,910.58 |          |
| 1b O/T Bonus Yr 3  | 0.00      | 0.00      | 18a Annual obl Fath   | 9,999.24  |          |
| O/T Bonus Yr 2     | 0.00      | 0.00      | 18b Annual obl Moth   |           | 2,911.34 |
| O/T Bonus Yr 1     | 0.00      | 0.00      | 19a Child care Fath   | 0.00      |          |
| Average            | 0.00      | 0.00      | 19b Child care Moth   |           | 0.00     |
| Includible O/T     | 0.00      | 0.00      | 20a Marginal costs    | 0.00      | 0.00     |
| 2a Gross receipts  | 0.00      | 0.00      | 20b Cash med supp     | 1,670.00  | 0.00     |
| 2b Ordinary exps   | 0.00      | 0.00      | 21 a/c - Additions    | 0.00      | 0.00     |
| 2c 5.6% of AGI     | 0.00      | 0.00      | 21 b/d - Subtracts    | 0.00      | 0.00     |
| 2d Adjusted AGI    | 0.00      | 0.00      | 22a Obligation Fath   | 9,999.24  |          |
| 3 Interest/divs    | 0.00      | 0.00      | 22b Obligation Moth   |           | 2,911.34 |
| 4 Unemployment     | 0.00      | 0.00      | 23a Obligor's obligtn | 9,999.24  | 0.00     |
| 5 Workers Comp     | 0.00      | 0.00      | 23b Non-means         | 0.00      | 0.00     |
| 6 Other income     | 0.00      | 0.00      | 23c Actual obligation | 9,999.24  | 0.00     |
| 7a Total gross inc | 55,000.00 | 16,016.00 | 24 a/c - Additions    | 0.00      | 0.00     |
| 7b Health ins mx   | 2,750.00  | 800.80    | 24 b/d - Subtracts    | 376.59    | 0.00     |
| 8 Other children   | 0.00      | 0.00      | 25a OAA Father        | 9,622.65  |          |
| 9 Child support    | 0.00      | 0.00      | 25b OAA Mother        |           | 0.00     |
| 10 Alimony         | 0.00      | 0.00      | 26a AAO               | 9,622.65  | 0.00     |
| 11 Local taxes     | 550.00    | 160.16    | 26b Any non-means     | 0.00      | 0.00     |
| 12 Work deductns   | 0.00      | 0.00      | 26c AAO subtract      | 9,622.65  | 0.00     |
| 13 TU adjustmts    | 550.00    | 160.16    | 27a Deviation sole    | 0.00      | 0.00     |
| 14a AGI            | 54,450.00 | 15,855.84 | 27b Deviation shared  | -6,455.29 | 0.00     |
| 14b Cash Supp Mx   | 2,722.50  | 0.00      | 28 Final Figure       | 3,543.95  | 3,167.36 |
| 15 Comb Income     | 70,305.84 |           | 29 For Decree         | 301.24    | 269.23   |
| 16a % Father       | 77.450%   |           | 30 Final cash figure  | 1,670.00  | 0.00     |
| 16b % Mother       |           | 22.550%   | 31 For decree         | 139.17    | 0.00     |

## CHILD CARE EXPENSES

☒ Ignore low income limits ☐ Use limits below ☐ Perform full tax calculation  
☐ Do not use Ohio child care credit

### Father

|                       |           |                              |                        |      |
|-----------------------|-----------|------------------------------|------------------------|------|
| Total child care exps | 0.00      | Use these limits:            | Exempt amount:         | 0.00 |
| Qualifying expenses   | 0.00      | Federal: 0.00                | Federal tax liability: | 0.00 |
| Earned income         | 55,000.00 | Ohio: 0.00                   | AMT:                   | 0.00 |
| Spouse's earned inc   | 0.00      | Tax calculation information: | Foreign tax credit:    | 0.00 |
| AGI                   | 55,000.00 | Filing status:               | Federal credit:        | 0.00 |
| No. of children       | 2         | Std/item deduction: 0.00     | Ohio credit:           | 0.00 |

### Mother

|                       |           |                              |                        |      |
|-----------------------|-----------|------------------------------|------------------------|------|
| Total child care exps | 0.00      | Use these limits:            | Exempt amount:         | 0.00 |
| Qualifying expenses   | 0.00      | Federal: 0.00                | Federal tax liability: | 0.00 |
| Earned income         | 16,016.00 | Ohio: 0.00                   | AMT:                   | 0.00 |
| Spouse's earned inc   | 0.00      | Tax calculation information: | Foreign tax credit:    | 0.00 |
| AGI                   | 16,016.00 | Filing status:               | Federal credit:        | 0.00 |
| No. of children       | 2         | Std/item deduction: 0.00     | Ohio credit:           | 0.00 |





## WEEKLY/MONTHLY BREAKDOWN

| Health Insurance Provided     | Per Week  |       | Per Month |        |
|-------------------------------|-----------|-------|-----------|--------|
|                               | Per Child | Total | Per Child | Total  |
| Child Support Obligation      | 34.08     | 68.15 | 147.66    | 295.33 |
| Cash Medical Support          | 0.00      | 0.00  | 0.00      | 0.00   |
| Processing Charges            | 0.68      | 1.36  | 2.95      | 5.91   |
| Total                         | 34.76     | 69.51 | 150.61    | 301.24 |
| Health Insurance Not Provided |           |       |           |        |
| Child Support Obligation      | 30.46     | 60.91 | 131.97    | 263.95 |
| Cash Medical Support          | 16.06     | 32.12 | 69.58     | 139.17 |
| Processing Charges            | 0.93      | 1.86  | 4.03      | 8.06   |
| Total                         | 47.45     | 94.89 | 205.58    | 411.18 |

CRTR5925

Detail






| <u>Case Number</u>  | <u>Status</u>   | <u>Judge</u>                 |
|---|---|------------------------------|
| 12DR000523  | Reopen (RO)   | BALLARD, ANDREW P            |
| <u>In The Matter Of</u>                                     | <u>Action</u>   |                              |
| FLETCHER, APRILVS FLETCHER, RYAN H                          | DIVORCE WITH CHILDREN   |                              |
| <u>Party</u>  | <u>Attorneys</u>  |                              |
| FLETCHER, APRIL<br>1004 KEMP LANE<br>IRONTON, OH 45638      | PLNTF<br>KENNEDY, WILLIAM D<br>419 CENTER STREET<br>IRONTON, OH 45638 |                              |
| FLETCHER, RYAN H<br>1913 SOUTH 4TH ST.<br>IRONTON, OH 45638 | DFNDT<br>FISHER, FREDERICK<br>311 PARK AVE.<br>IRONTON, OH 45638      |                              |
| <u>Opened</u><br>06/06/2012                                 | <u>Disposed</u><br>Undisposed   | <u>Case Type</u><br>DOMESTIC |
| <u>Comments:</u>  |   |                              |

| No. | Date of  | Pleadings Filed, Orders and Decrees<br>Journal Book-Page-Nbr Ref Nbr  | Amount Owed/<br>Amount Dismissed | Balance Due |
|-----|--|---|----------------------------------|-------------|
| 1   | 12/05/18   | COPIES OF JUDG. ENTRY (MAG ORDER) SENT TO APRIL FLETCHER & RYAN FLETCHER BY REG. MAIL.  | 0.00                             | 0.00        |
| 2   |  12/05/18 | PRAECIPE  | 0.00                             | 0.00        |
| 3   |  12/05/18 | JUDGMENT ENTRY (MAG ORDER)<br>THE COURT FINDS THAT THE LAW. CO. CSEA WITHDREW THEIR MOTION TO CLOSE THIS CASE. IT IS THEREFORE THIS COURT'S ORDER THAT SAID CASE SHALL CONTINUE AS PREVIOUSLY ORDERED.<br>562-823-562 | 0.00                             | 0.00        |
| 4   | 11/13/18   | COPIES OF MOTION, MEMORANDUM, & NOTICE OF HEARING SENT TO APRIL FLETCHER & RYAN FLETCHER BY REG. MAIL.  | 0.00                             | 0.00        |
| 5   |  11/13/18 | PREACIPE  | 0.00                             | 0.00        |
| 6   |  11/13/18 | MOTION, MEMORANDUM, & NOTICE OF HEARING (TUESDAY, DEC. 4, 2018 AT 8:30 A.M.)  | 0.00                             | 0.00        |
| 7   | 06/29/16   | COPIES OF JUDGMENT ENTRY (FAO) SENT TO APRIL FLETCHER & RYAN FLETCHER BY REG. MAIL  | 0.00                             | 0.00        |

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Detail

12DR000523 FLETCHER, APRILVS FLETCHER, RYAN H

| No. | Date of  | Pleadings Filed, Orders and Decrees<br>Journal Book-Page-Nbr Ref Nbr   | Amount Owed/<br>Amount Dismissed | Balance Due |
|-----|--|--|----------------------------------|-------------|
| 8   |  06/28/16   | JUDGMENT ENTRY (FAO)<br>THE COURT ADOPTS MAGISTRATE'S<br>DECISION. BASED ON THE TESTIMONY OF<br>THE PARTIES, THE ARREARAGES OWED TO<br>THE PLAINTIFF WILL BE REDUCED TO ZERO<br>THROUGH APRIL 30, 2016. THE<br>DEFENDANT'S CHILD SUPPORT WILL BE<br>MODIFIED EFFECTIVE MAY 1, 2016 TO<br>CHILD SUPPORT IN THE AMOUNT OF<br>\$392.86, PLUS CASH MEDICAL OF \$0, PLUS<br>PROCESSING FEES OF \$7.86 FOR A TOTAL<br>OF \$400.72 PER MONTH. (THIS IS AN<br>UPWARD DEVIATION FROM THE ATTACHED<br>SHARED PARTENTING CALCULATION AS THE<br>PARTIES PREVIOUSLY ORDERED CHILD<br>SUPPORT. BOTH CALCULATION SHEETS ARE<br>ATTACHED.) A CASH MEDICAL ORDER WILL<br>BE MADE OF \$8.12. IF THE PARTIES ARE<br>UNABLE TO PROVIDE INSURANCE THROUGH AN<br>EMPLOYER AT REASONALBE COST, THEN THE<br>DEFENDANT'S CHILD SUPPORT OBLIGATION<br>WILL BE \$346.47 PLUS CASH MEDICAL OF<br>\$88.12 PLUS PROCESSING FEES OF \$8.69<br>FOR A TOTAL MONTHLY OBLIGATION OF<br>\$443.28.<br>523-875-523 | 0.00                             | 0.00        |
| 9   | 06/09/16   | COPIES OF MAGISTRATE'S DECISION SENT<br>TO APRIL FLETCHER & RYAN FLETCHER BY<br>REG. MAIL  | 0.00                             | 0.00        |
| 10  |  06/07/16 | MAGISTRATE'S DECISION  | 0.00                             | 0.00        |
| 11  |  05/20/16 | RETURN RECEIPT FILED<br>APRIL FLETCHER, 1004 KEMP LANE,<br>IRONTON, OH 45638 - SIGNED BY: APRIL<br>D. FLETCHER - EXTRA DATE: 5/18/2016   | 0.00                             | 0.00        |
| 12  | 05/09/16   | COPY OF MOTION TO SUSPEND CHILD<br>SUPPORT SENT TO APRIL D. FLETCHER,<br>1004 KEMP LANE, IRONTON, OHIO 45638 BY<br>CERT. MAIL, RET. REC. REQ.  | 0.00                             | 0.00        |
| 13  |  05/06/16 | INDIGENCY AFFIDAVIT FILED  | 0.00                             | 0.00        |
| 14  |  05/06/16 | MOTION TO SUSPEND CHILD SUPPORT,<br>NOTICE OF HEARING (MAY 24, 2016 AT<br>8:30 A.M.) & REQ. FOR SERVICE  | 0.00                             | 0.00        |
| 15  | 08/20/12   | COPY OF JUDGMENT ENTRIES SENT TO APRIL<br>FLETCHER & DEREK FISHER, ATTY. BY REG.<br>MAIL.  | 0.00                             | 0.00        |
| 16  | 08/20/12   | DIVORCE GRANTED<br>462-423-462   | 0.00                             | 0.00        |



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Detail

12DR000523 FLETCHER, APRILVS FLETCHER, RYAN H

| No. | Date of  | Pleadings Filed, Orders and Decrees<br>Journal Book-Page-Nbr  | Ref Nbr | Amount Owed/<br>Amount Dismissed | Balance Due |
|-----|----------|---|---------|----------------------------------|-------------|
| 17  | 08/20/12 | JUDGMENT ENTRY - MAG. ORDER<br>(IT IS ORDERED THAT EXHIBITS FILED<br>WITH THE MOTION ON JULY 5, 2012 SHALL<br>BE REDACTED)<br>462-123-462   |         | 0.00                             | 0.00        |
| 18  | 08/15/12 | FINAL PAGES Receipt: 33890 Date:<br>08/20/2012  |         | 65.00                            | 0.00        |
| 19  | 08/15/12 | CLERK FEES Receipt: 33890 Date:<br>08/20/2012   |         | 4.00                             | 0.00        |
| 20  | 08/15/12 | TERMS OF COURT Receipt: 33890 Date:<br>08/20/2012   |         | 1.00                             | 0.00        |
| 21  | 08/15/12 | COSTS ON FINAL DECREE Receipt: 33890<br>Date: 08/20/2012  |         | 20.50                            | 0.00        |
| 22  | 08/15/12 | CLERK FEES Receipt: 33890 Date:<br>08/20/2012   |         | 2.00                             | 0.00        |
| 23  | 08/15/12 | CLERK FEES Receipt: 33890 Date:<br>08/20/2012   |         | 38.00                            | 0.00        |
| 24  | 08/03/12 | NOTICE OF HEARING DATE SENT TO PLTF.<br>BY REG. MAIL.<br>(AUG. 15, 2012, 1:00 P.M.)   |         | 0.00                             | 0.00        |
| 25  | 07/27/12 | JUDGMENT ENTRY<br>(COURT FINDS MOTION FOR LEAVE TO<br>RESIGN BY WM. D. KENNEDY IS GRANTED;<br>PLTF. SHOULD SEEK OTHER COUNSEL TO<br>REPRESENT<br>HER INTEREST IN CASE AND REQUEST HER<br>NEW COUNSEL TO NOTIFY THE COURT)<br>Receipt: 33890 Date: 08/20/2012<br>461-442-461 |         | 4.00                             | 0.00        |
| 26  | 07/27/12 | CONSENT TO RESIGNATION OF COUNSEL   |         | 0.00                             | 0.00        |
| 27  | 07/27/12 | MOTION TO RESIGN AS COUNSEL FOR<br>PLAINTIFF  |         | 0.00                             | 0.00        |
| 28  | 07/12/12 | JUDGMENT ENTRY (MAG. ORDER) : HEARING<br>IS HEREBY SET FOR WEDNESDAY, AUGUST 1,<br>2012 AT 1:30 PM. Receipt: 33890<br>Date: 08/20/2012<br>460-410-460   |         | 2.00                             | 0.00        |
| 29  | 07/05/12 | MOTION & NOTICE OF HEARING (JULY 11,<br>2012, 1:30 P.M.)  |         | 0.00                             | 0.00        |

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Detail

12DR000523 FLETCHER, APRILVS FLETCHER, RYAN H

| No. | Date of  | Pleadings Filed, Orders and Decrees<br>Journal Book-Page-Nbr  | Ref Nbr | Amount Owed/<br>Amount Dismissed | Balance Due |
|-----|----------|---|---------|----------------------------------|-------------|
| 30  | 06/19/12 | AGREED JUDGMENT ENTRY - MAG. ORDER<br>(HEARING SCHEDULED FOR WED., JUNE 20,<br>2012 IS CONT'D. UNTIL WED., JUNE 27,<br>2012, 1:30 P.M.) Receipt: 33890<br>Date: 08/20/2012<br>459-189-459   |         | 2.00                             | 0.00        |
| 31  | 06/13/12 | ORDER OF INJUNCTION RETURNED AND FILED<br>RECEIVED THIS WRIT JUNE 7, 2012, AND<br>PURSUANT TO ITS COMMAND, SERVED RYAN<br>FLETHCER PERSONALLY ON 6/12/12. BY<br>ROBERT ACKERMAN, PROCESS SERVER   |         | 0.00                             | 0.00        |
| 32  | 06/13/12 | SUMMONS RETURNED AND FILED. RECEIVED<br>THIS WRIT JUNE 7, 2012, AND PURSUANT<br>TO ITS COMMAND, SERVED RYAN FLETCHER<br>PERSONALLY ON 6/12/12. BY ROBERT<br>ACKERMAN, PROCESS SERVER  |         | 0.00                             | 0.00        |
| 33  | 06/12/12 | JUDGMENT ENTRY - MAG. ORDER<br>(COURT ORDERS AS FOLLOWS: DEFT. SHALL<br>HAVE VISITATION WITH THE MINOR<br>CHILDREN AT 9:00 A.M. ON THE FIRST DAY<br>HE IS OFF<br>WORK UNTIL 9:00 A.M. THE DAY HE GOES<br>BACK TO WORK; THE DEFT. SHALL BE ABLE<br>TO PARK IN FRONT OF THE MARITAL<br>RESIDENCE<br>ONLY FOR THE PURPOSE OF PICKING UP THE<br>CHILDREN; THE DEFT. SHALL REMAIN IN THE<br>VEHICLE DURING THE EXCHANGE; DEFT. MAY<br>GET HIS PERSONAL EFFECTS FROM THE<br>MARITAL HOME AT A TIME AGREED UPON BY<br>THE PARTIES; MATTER SHALL BE RESET FOR<br>WED.,<br>JUNE 20, 2012, AT 1:30 P.M.) Receipt:<br>33890 Date: 08/20/2012<br>459-217-459  |         | 4.00                             | 0.00        |
| 34  | 06/12/12 | AGREED JUDGMENT ENTRY<br>(PARTIES ARE RESTRAINED FROM<br>THREATENING, HARASSING OR CONTACTING<br>EACH OTHER; THE PARTIES ARE REQUIRED<br>TO TURN<br>OVER TO EACH OTHER ANY OF THE PARTIES'<br>ITEMS OF CLOTHING AND PERSONAL<br>NECESSITIES IN THEIR POSSESSION AND<br>PARTIES<br>ARE RESTRAINED FROM WITHDRAWING ANY<br>MONIES FROM THE PARTIES' ACCOUNTS,<br>FROM DESTROYING OR SELLING ANY PERSONAL<br>PROPERTY OF THE PARTIES AS WELL AS<br>CASHING, NEGOTIATING OR DESTROYING THE<br>PARTIES' INCOME TAX REFUND FOR THEIR<br>FEDERAL<br>TAXES WITHOUT PRIOR AUTHORIZATION FROM<br>THE COURT DURING THE PENDENCY OF THIS<br>ACTION) Receipt: 33890 Date:<br>08/20/2012<br>459-215-459 |         | 2.00                             | 0.00        |
| 35  | 06/08/12 | ANSWER FILED AND COUNTERCLAIM OF RYAN<br>H. FLETCHER  |         | 0.00                             | 0.00        |

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Detail

12DR000523 FLETCHER, APRILVS FLETCHER, RYAN H

| No. | Date of  | Pleadings Filed, Orders and Decrees<br>Journal Book-Page-Nbr Ref Nbr   | Amount Owed/<br>Amount Dismissed | Balance Due |
|-----|----------|--|----------------------------------|-------------|
| 36  | 06/08/12 | MOTION FOR SHARED PARENTING PLAN,<br>MEMORANDUM & NOTICE OF HEARING (JUNE<br>12, 2012, 8:30 A.M.) & PLAN FOR SHARED<br>PARENTING   | 0.00                             | 0.00        |
| 37  | 06/08/12 | MOTION FOR PERSONAL EFFECTS,<br>MEMORANDUM & NOTICE OF HEARNG (JUNE<br>12, 2012, 8:30 A.M.)  | 0.00                             | 0.00        |
| 38  | 06/08/12 | MOTION FOR USE OF THE PARTIES' VAN,<br>MEMORANDUM & NOTICE OF HEARING (JUNE<br>12, 2012, 8:30 A.M.)  | 0.00                             | 0.00        |
| 39  | 06/08/12 | MOTION FOR REHEARING ON EX PARTE<br>CUSTODY, MEMORANDUM & NOTICE OF HEARNG<br>(JUNE 12, 2012, 8:30 A.M.)   | 0.00                             | 0.00        |
| 40  | 06/07/12 | SUMMONS & INJUNCTION ISSUED TO ROBERT<br>ACKERMN, PROCESS SERVER Receipt:<br>33890 Date: 08/20/2012  | 8.00                             | 0.00        |
| 41  | 06/06/12 | JUDGMENT ENTRY - ROBERT ACKERMAN<br>APPOINTED PROCESS SERVER Receipt:<br>33890 Date: 08/20/2012<br>458-911-458   | 2.00                             | 0.00        |
| 42  | 06/06/12 | MOTION   | 0.00                             | 0.00        |
| 43  | 06/06/12 | INDIGENCY AFFIDAVIT FILED  | 0.00                             | 0.00        |
| 44  | 06/06/12 | AFFIDAVIT OF INCOME, EXPENSES AND<br>FINANCIAL DISCLOSURE FILED  | 0.00                             | 0.00        |
| 45  | 06/06/12 | ENTRY ALLOWING ORDER OF INJUNCTION<br>PLAINTIFF IS GRANTED TEMPORARY<br>POSSESSION OF THE RESIDENCE & IS<br>DESIGNATED RESIDENTIAL PARENT & LEGAL<br>CUSTODIAN OF THE TWO MINOR CHILDREN<br>Receipt: 33890 Date: 08/20/2012<br>458-909-458 | 4.00                             | 0.00        |
| 46  | 06/06/12 | AFFIDAVIT - CHILD CUSTODY INFORMATION<br>FILED   | 0.00                             | 0.00        |
| 47  | 06/06/12 | MOTION & AFFIDAVIT   | 0.00                             | 0.00        |
| 48  | 06/06/12 | AFFIDAVIT  | 0.00                             | 0.00        |
| 49  | 06/06/12 | DOMESTIC FILING FEES Receipt: 33890<br>Date: 08/20/2012  | 75.00                            | 0.00        |

CRTR5925

Detail

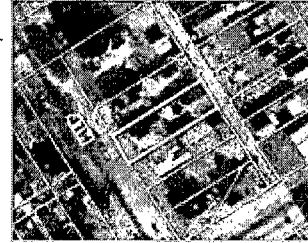
12DR000523 FLETCHER, APRILVS FLETCHER, RYAN H

| No.   | Date of Pleadings Filed, Orders and Decrees<br>Journal Book-Page-Nbr Ref Nbr | Amount Owed/<br>Amount Dismissed | Balance Due |
|-------|--|----------------------------------|-------------|
| 50    | 06/06/12 DEPOSIT   | 125.00                           | 0.00        |
|       |  | 125.00                           |             |
| 51    | 06/06/12 COMPLAINT FILED Receipt: 33890 Date:<br>08/20/2012                  | 25.00                            | 0.00        |
| <hr/> |  |                                  |             |
|       | Totals By: COST  | 183.50                           | 0.00        |
|       | DEPOSIT  | 125.00                           | 0.00        |
|       | FILING FEES  | 75.00                            | 0.00        |
|       | INFORMATION  | 0.00                             | 0.00        |
|       | *** End of Report ***  |                                  |             |

# Data For Parcel 36-055-1500.000

## Valuation Data

|                 |                 |
|-----------------|-----------------|
| <b>Parcel:</b>  | 36-055-1500.000 |
| <b>Owner:</b>   | FLETCHER RYAN H |
| <b>Address:</b> | 1913 SO 4TH ST  |



[+] Map this property.

## Current Valuation (Tax Year 2019 Payable 2020)

|                            | Appraised (100%) | Assessed (35%) |
|----------------------------|------------------|----------------|
| <b>Land Value:</b>         | \$9,880.00       | \$3,460.00     |
| <b>CAUV Value:</b>         | \$0.00           | \$0.00         |
| <b>Improvements Value:</b> | \$74,880.00      | \$26,210.00    |
| <b>Taxable Value:</b>      | \$29,670.00      |                |

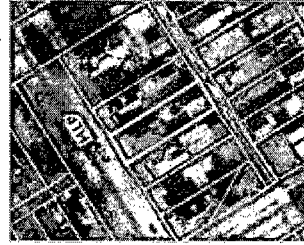
## Valuation History

| Date       | Tax Year | Appraised Land Value | Appraised Improvements Value | Appraised Total Value | Assessed Land Value | Assessed Improvements Value | Assessed Total Value | Reason                                     |
|------------|----------|----------------------|------------------------------|-----------------------|---------------------|-----------------------------|----------------------|--|
| 2019/11/07 | 2019     | \$9,880.00           | \$74,880.00                  | \$84,760.00           | \$3,460.00          | \$26,210.00                 | \$29,670.00          | Reappraisal, Update or Annual Equalization |
| 2016/10/12 | 2016     | \$9,880.00           | \$74,880.00                  | \$84,760.00           | \$3,460.00          | \$26,210.00                 | \$29,670.00          | Reappraisal, Update or Annual Equalization |
| 2013/10/09 | 2013     | \$9,850.00           | \$61,550.00                  | \$71,400.00           | \$3,450.00          | \$21,540.00                 | \$24,990.00          | Reappraisal, Update or Annual Equalization |
| 2011/01/04 | 2010     | \$9,120.00           | \$56,990.00                  | \$66,110.00           | \$3,190.00          | \$19,950.00                 | \$23,140.00          | Reappraisal, Update or Annual Equalization |
| 2009/04/27 | 2010     | \$9,920.00           | \$54,010.00                  | \$63,930.00           | \$3,470.00          | \$18,900.00                 | \$22,370.00          | Reappraisal, Update or Annual Equalization |
| 2007/10/21 | 2007     | \$9,920.00           | \$52,330.00                  | \$62,250.00           | \$3,470.00          | \$18,320.00                 | \$21,790.00          | Reappraisal, Update or Annual Equalization |
| 2004/01/01 | 2004     | \$8,780.00           | \$46,310.00                  | \$55,090.00           | \$3,070.00          | \$16,210.00                 | \$19,280.00          | Reappraisal, Update or Annual Equalization |
| 2001/01/01 | 2001     | \$7,320.00           | \$46,130.00                  | \$53,450.00           | \$2,560.00          | \$16,150.00                 | \$18,710.00          | Reappraisal, Update or Annual Equalization |
| 1998/01/01 | 1998     | \$6,650.00           | \$41,940.00                  | \$48,590.00           | \$2,330.00          | \$14,680.00                 | \$17,010.00          | Reappraisal, Update or Annual Equalization |
| 1995/01/01 | 1995     | \$5,430.00           | \$33,950.00                  | \$39,380.00           | \$1,900.00          | \$11,880.00                 | \$13,780.00          | Reappraisal, Update or Annual Equalization |
| 1992/01/01 | 1992     | \$4,940.00           | \$30,860.00                  | \$35,800.00           | \$1,730.00          | \$10,800.00                 | \$12,530.00          | Reappraisal, Update or Annual Equalization |
| 1987/01/01 | 1987     | \$5,200.00           | \$34,180.00                  | \$39,380.00           | \$1,820.00          | \$11,960.00                 | \$13,780.00          | Reappraisal, Update or Annual Equalization |
| 1987/01/01 | 1987     | \$5,200.00           | \$36,970.00                  | \$42,170.00           | \$1,820.00          | \$12,940.00                 | \$14,760.00          | Reappraisal, Update or Annual Equalization |

# Data For Parcel 36-055-1500.000

## Tax Data

|          |                 |
|----------|-----------------|
| Parcel:  | 36-055-1500.000 |
| Owner:   | FLETCHER RYAN H |
| Address: | 1913 SO 4TH ST  |



[+] Map this property.

## Tax Rates

|                    |           |
|--------------------|-----------|
| Full Tax Rate      | 48.7      |
| Effective Tax Rate | 42.163621 |

## Property Tax

| Tax Year 2019 Payable 2020 |             |        |            |        |             |        |            |
|----------------------------|-------------|--------|------------|--------|-------------|--------|------------|
|                            | Delinquency | Adjust | First Half | Adjust | Second Half | Adjust | Total      |
| Charge:                    | \$0.00      | \$0.00 | \$722.46   | \$0.00 | \$722.46    | \$0.00 |            |
| Credit:                    |             |        | (\$96.97)  | \$0.00 | (\$96.97)   | \$0.00 |            |
| Rollback:                  |             |        | (\$56.32)  | \$0.00 | (\$56.32)   | \$0.00 |            |
| Owner Occupancy:           |             |        | (\$14.08)  | \$0.00 | (\$14.08)   | \$0.00 |            |
| Homestead:                 |             |        | \$0.00     | \$0.00 | \$0.00      | \$0.00 |            |
| Sales Credit:              |             |        | \$0.00     | \$0.00 | \$0.00      | \$0.00 |            |
| Net Tax:                   | \$0.00      |        | \$555.09   |        | \$555.09    |        |            |
| CAUV Recoupment:           | \$0.00      | \$0.00 | \$0.00     | \$0.00 | \$0.00      | \$0.00 |            |
| Special Assessments:       | \$0.00      |        | \$16.00    |        | \$0.00      |        |            |
| Penalty/Interest:          | \$0.00      | \$0.00 | \$0.00     | \$0.00 | \$0.00      | \$0.00 |            |
| Net Owed:                  | \$0.00      |        | \$571.09   |        | \$555.09    |        | \$1,126.18 |
| Net Paid:                  | \$0.00      |        | \$0.00     |        | \$0.00      |        | \$0.00     |
| Net Due:                   | \$0.00      |        | \$571.09   |        | \$555.09    |        | \$1,126.18 |

## Special Assessments

|  |             |        |            |        |             |        |
|--|-------------|--------|------------|--------|-------------|--------|
| Assessment:                            | 1 ▼ of 1    |        |            |        |             |        |
| C449999999 LAWRENCE/SCIOTO SOLID WASTE |             |        |            |        |             |        |
|  | Delinquency | Adjust | First Half | Adjust | Second Half | Adjust |
| Charge:                                | \$0.00      | \$0.00 | \$16.00    | \$0.00 | \$0.00      | \$0.00 |
| Penalty/Interest:                      | \$0.00      | \$0.00 | \$0.00     | \$0.00 | \$0.00      | \$0.00 |
| Net Special Assessments:               | \$0.00      |        | \$16.00    |        | \$0.00      |        |

## Payment History

| Payment Date | Cycle | Prior Paid | First Half Paid | Second Half Paid | Surplus Paid | Receipt Number         |
|--------------|-------|------------|-----------------|------------------|--------------|------------------------|
| 6/21/2019    | 2-18  | \$0.00     | \$0.00          | \$561.41         | \$0.00       | Lender4-06212019-1-590 |
| 3/7/2019     | 1-18  | \$0.00     | \$16.00         | \$0.00           | \$0.00       | Len4cm-03082019-1-560  |
| 3/7/2019     | 1-18  | \$0.00     | \$561.41        | \$0.00           | \$0.00       | Len4cm-03082019-1-560  |
| 3/7/2019     | 1-18  | \$0.00     | \$0.00          | \$0.00           | \$0.00       | Len4cm-03082019-1-560  |

Transferred

11/8/19

Paul David Knipp

LAWRENCE COUNTY AUDITOR



Doc ID: 004003750003 Type: DEE  
 Recorded: 11/08/2019 at 01:21:07 PM  
 Fee Amt: \$42.00 Page 1 of 3  
 Lawrence County, OH  
 SHARON GOSSETT HAGER COUNTY RECORDER  
 File# 2019-00006309

BK 1010 PG 385-387

This conveyance has been examined  
 and the Grantor has complied with  
 Section 319.202 of the Revised Code.

FEE \$ \_\_\_\_\_

EXEMPT ☒Paul David Knipp  
County Auditor

## QUIT CLAIM DEED

**KNOW ALL MEN BY THESE PRESENTS** that APRIL D. FLETCHER, single, in consideration of One Dollar (\$1.00) and other valuable considerations to her in hand by RYAN H. FLETCHER, whose tax mailing address is \_\_\_\_\_, does hereby **Grant, Remise, Release, and Forever Quit Claim** to the said RYAN H. FLETCHER, his heirs and assigns forever, the following described real estate:

ATTACHED AS EXHIBIT "A"

**\*This Instrument Prepared without Examination of Title\***

and all the **Estate, Right, Title, and Interest** of the said Grantor in and to said premises; **To have and to hold** the same, with all privileges and appurtenances thereunto belonging, to said Grantee, RYAN H. FLETCHER, his heirs and assigns forever.

IN EXECUTION WHEREOF, the said APRIL D. FLETCHER, single, has hereunto set her hand, on this 8<sup>th</sup> day of November, 2019.

April D. Fletcher  
 APRIL D. FLETCHER

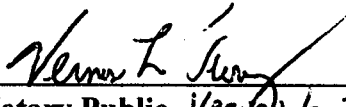
APPROVED FOR TRANSFER  
 LAWRENCE CO. ENGR.

Date: 11.8.2019  
 By: Sharon Gossett Hager

**STATE OF OHIO,  
COUNTY OF LAWRENCE, SS:**

Before me, a Notary Public, in and for said County and State, personally appeared APRIL D. FLETCHER, single, Grantor, who represented to me to be said person who signed the foregoing Instrument and acknowledged the same as her voluntary act and deed.

Witness my official signature and seal on the 8<sup>th</sup> day of November, 2019.

  
Notary Public *Vernon L. Turvey*

*My Commission Expires 12-4-2020*



This Instrument Prepared By:  
**Richard F. Bentley**  
**BENTLEY LAW FIRM, LLC**  
**Attorney at Law**  
425 Center St.  
Ironton, Ohio 45638  
(740) 532-7000



EXHIBIT A

following described premises, situated in the City of Ironton, County of Lawrence and State of Ohio, and being described as follows:

*Lot No. 4 as the same shown and described on Plat No. 1 of the Fairground Land Association's Subdivision of lands in the City of Ironton, Ohio.*

*PARCEL NUMBER: 36-055-1500*

*Subject to conditions and restrictions and easements, if any, contained in former deeds of record for said premises, subject to all of which conveyance is made.*

*LAST SOURCE OF TITLE - Official Record Book 444, Page 135, Official Records of Lawrence County, Ohio, deed dated January 18, 2007.*

be the same more or less, but subject to all legal highways.

This Conveyance has been examined  
and the Grantor has complied with  
Section 319.202 of the Revised Code.

FEE \$ 332.00

EXEMPT           

RAY T. DUTEY, County Auditor

Transferred, 12/30/07

*Ray T. Dutey*

LAWRENCE COUNTY AUDITOR



Doc ID: 003970300002 Type: LEA  
Recorded: 05/29/2019 at 11:02:48 AM  
Fee Amt: \$28.00 Page 1 of 2  
Lawrence County, OH  
SHARON GOSSETT HAGER COUNTY RECORDER  
File# 2019-00003017

BK **990** PG **614-615**

Recording Requested By: NATIONSTAR MORTGAGE DBA MR. COOPER  
When Recorded Return To: DOCUMENT ADMINISTRATION, NATIONSTAR MORTGAGE DBA MR.  
COOPER 8950 CYPRESS WATERS BLVD, COPPELL, TX 75019

*Record 2nd*

**CORPORATE ASSIGNMENT OF MORTGAGE**

Lawrence, Ohio

**SELLER'S SERVICING** [REDACTED] **FLETCHER"**

Date of Assignment: May 23rd, 2019

Assignor: OCWEN LOAN SERVICING, LLC BY NATIONSTAR MORTGAGE LLC ITS ATTORNEY-IN  
FACT at 8950 CYPRESS WATERS BLVD, COPPELL, TX 75019

Assignee: NATIONSTAR MORTGAGE, LLC D/B/A MR. COOPER at 8950 CYPRESS WATERS  
BLVD, COPPELL, TX 75019

Executed By: RYAN H FLETCHER AND APRIL D FLETCHER, HUSBAND AND WIFE AS JOINT  
TENANTS. To: CITIZENS DEPOSIT BANK AND TRUST

Date of Mortgage: 10/29/2007 Recorded: 10/30/2007 in Book/Reel/Liber: 480 Page/Folio: 480 as  
Instrument No.: 2007-00008221 In the County of Lawrence, State of Ohio.

Property Address: 1913 SO 4TH STREET, IRONTON, OH 45638

KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt and  
sufficiency of which is hereby acknowledged, the said Assignor hereby assigns unto the above-named  
Assignee, the said Mortgage having an original principal sum of \$83,000.00 with interest, secured  
thereby, and the full benefit of all the powers and of all the covenants and provisos therein contained,  
and the said Assignor hereby grants and conveys unto the said Assignee, the Assignor's interest under  
the Mortgage.

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

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

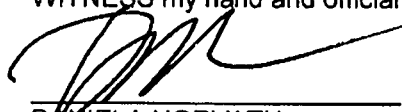
OCWEN LOAN SERVICING, LLC BY NATIONSTAR MORTGAGE LLC ITS ATTORNEY-IN FACT  
On May 23rd, 2019

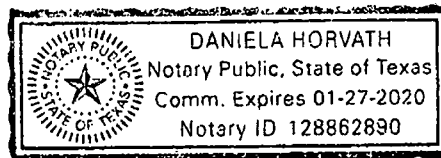
By:   
MOHAMED HAMEED, Vice-President

CORPORATE ASSIGNMENT OF MORTGAGE Page 2 of 2  
STATE OF Texas  
COUNTY OF Dallas

On May 23rd, 2019, before me, DANIELA HORVATH, a Notary Public in and for Dallas in the State of Texas, personally appeared MOHAMED HAMEED, Vice-President, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,

  
\_\_\_\_\_  
DANIELA HORVATH  
Notary Expires: 01/27/2020 #128862890



(This area for notarial seal)

Prepared By: Tim Jackson, NATIONSTAR MORTGAGE DBA MR. COOPER 8950 CYPRESS  
WATERS BLVD, COPPELL, TX 75019 1-888-480-2432