

**IN THE COURT OF COMMON PLEAS
ATHENS COUNTY, OHIO**

ROCKET MORTGAGE, LLC
1050 Woodward Avenue
Detroit, MI 48226

Case No.

Judge

Plaintiff,

v.

ATHENS METROPOLITAN HOUSING AUTHORITY
10 Hope Drive
Athens, OH 45701

Defendant.

COMPLAINT FOR DECLARATORY JUDGMENT

Plaintiff Rocket Mortgage, LLC ("Plaintiff"), by and through undersigned counsel, for its Complaint for Declaratory Judgment against Defendant Athens Metropolitan Housing Authority, states as follows:

1. Rocket Mortgage, LLC ("Rocket Mortgage") is a Michigan Limited Liability Company, registered as an Ohio Foreign Limited Liability Company, known as Ohio Secretary of State entity number 832519.
2. Athens Metropolitan Housing Authority is the record owner of real property commonly known as 6330 Meadowbrook Rd., Albany, Ohio, 45710 ("the Property") via a

Deed filed for record as Athens County Instrument No. 202300004485. A true and accurate copy of the Deed is attached hereto as Exhibit A.

3. The Property is more fully described as follows:

Situated in the Township of Alexandria, City of Athens, State of Ohio:

Situated in the east ½ of Lease Lot 2, Section 33, Town 8, Range 14, Alexander Township, Athens County OH, and described as follows:

Commencing at the Northwest corner of said Lease Lot 2; thence along the North Line of said Lease Lot 2, South 85° 43' 31" East 3,030.06 feet to the found iron pin; thence South 04° 12' 04" West 503.51 feet to a set iron pin, THE TRUE POINT OF BEING; thence South 83° 53' 14" East (passing a set iron pin at 529.67 feet) for a total distance of 552.33 feet to a point in the center of Athens County Road 19; thence along said Athens County Road 19, South 15° 23' 10" West 59.28 to a point; thence along a curve to the left 298.23 feet to a point, said curve has a radius of 1,122.95 feet; thence South 00° 10' 10" West 301.27 feet to a point in the intersection of Athens County Road 70 and south line of Lease Lot 2; thence along said Lease Lot 2 North 86° 29' 49" West 532.40 feet to a point; thence leaving said south line of Lease Lot 2 North 03° 17' 32" East (passing a set iron pin at 42.15 feet) for a total distance of 680.45 feet to the point of the beginning containing 8.147 acres and being part of the tract described in Volume 337, Page 143, of the Athens County Deed recorder

Parcel Number: B01-00100810-01

Facts Common to All Counts

4. Jodi Rickard ("Jodi") and Kevin Rickard ("Kevin") together collectively referred to as ("the Rickards") were the title owners of the Property.

5. The Rickards acquired record title to the Property via a Deed from Reuben and Carolyn Rickard, said Deed being filed for record as Athens County Instrument No. 198800003067. A true and accurate copy of that Deed is attached hereto and incorporated by reference herein as Exhibit B.

6. On February 3, 2023, The Rickards executed and delivered a \$150,000.00 Mortgage in favor of Plaintiff ("the Mortgage").

7. On February 13, 2023, Jodi was indicted by a grand jury in Athens County, Ohio of the following charges under Athens County Court of Common Pleas Case Number 23CR0079 (“Criminal Action”):

- a. Engaging in a pattern of corrupt activity, a felony of the first-degree
- b. Engaging in a pattern of corrupt activity, a felony of the second-degree
- c. Theft in Office, a felony of the third-degree
- d. Aggravated theft of one million five hundred thousand dollars or more, a felony of the first-degree
- e. Telecommunications fraud a felony of the first-degree
- f. Tampering with evidence, a felony of the third-degree
- g. Tampering with records, a felony of the third-degree

8. On February 14, 2023, the Athens County Prosecutor filed a motion in the Criminal Action seeking a Corrupt Activity lien on the Property.

9. On February 15, 2023, the Athens County Court of Common Pleas, in case number 23CR0079, issued a corrupt activities lien against the Property.

10. On February 15, 2023, the Athens County Prosecutor recorded a corrupt activities lien (“The Lien”) against Jodi, improperly labeling her as the possessor of the Property, said Lien being recorded as Athens County Instrument Number 202300000623. A true and accurate copy of the Lien is attached hereto and incorporated by reference herein as Exhibit C.

11. On March 28, 2023, the Mortgage was recorded in Athens County as instrument number 202300001155. A true and accurate copy of the Mortgage is attached hereto and incorporated by reference herein as Exhibit D.

12. On June 23, 2023, Jodi plead guilty to several charges in the Criminal Action such that the Court of Common Pleas accepted Jodi's Guilty plea and issued a judgment entry. A true and accurate copy of the June 23, 2023, Judgment Entry is attached hereto and incorporated by reference herein as Exhibit E.

13. As part of the June 23, 2023, Judgment Entry the Court in the Criminal Action ordered the forfeiture of the Property and found that lis pendens attached to the property on February 15, 2023, and that all liens on the Property recorded after February 15, 2023, be released, and forever barred.

14. Plaintiff was not afforded notice of the Court's June 23, 2023, Judgment Entry or that the Court in the Criminal Action was treating the Lien as constituting lis pendens.

15. On August 30, 2023, the Court in the Criminal Action ordered the title to The Property be transferred to The Athens County Board of Commissioners.

16. On August 30, 2023, the Athens County Court of Common Pleas ordered that all liens on the Property recorded after February 15, 2023, be released, and forever barred. A true and accurate copy of the August 30, 2023, Order is attached hereto and incorporated by reference herein as Exhibit F.

17. Plaintiff was not afforded notice of the Court's June 23, 2023, Judgment Entry or that the Court in the Criminal Action was treating the Lien as constituting lis pendens.

18. On October 26, 2023, the Athens County Board of Commissioners transferred the Property to Defendant Athens Metropolitan Housing Authority.

Count 1- Declaratory Judgment

19. Plaintiff restates and incorporates each paragraph written above as if fully rewritten herein.

20. Plaintiff has no adequate remedy at law.
21. The interest of Defendant Athens Metropolitan Housing Authority is adverse to the interest of Plaintiff in the Property.
22. Upon information and belief, the State of Ohio, by and through the Athens County Prosecutor, never filed a civil action to attach lis pendens to the Property pursuant to O.R.C.(F)(2).
23. Pursuant to O.R.C. 2923.36(C) a corrupt activities lien can only apply to one person.
24. Pursuant to O.R.C. 2923.36(C) the corrupt activities lien recorded on February 15, 2023, attached as Exhibit C, could only apply to Jodi.
25. Pursuant to O.R.C. 2923.36(E) the filing of the Lien created a lien in favor of the State of Ohio on Jodi's interest in the Property.
26. The Lien did not create any legal or equitable interest in Kevin's interest in the Property.
27. As a result of the State of Ohio never filing a civil lis pendens action Plaintiff was deprived due process and record notice.
28. Plaintiff's Mortgage remains a valid and enforceable interest in the Property.
29. Defendant Athens Metropolitan Housing Authority's interest in the Property is subject to the Mortgage.

WHEREFORE, Rocket Mortgage prays for an order ordering that the Mortgage has a valid lien on the Property and that Defendant Athens Metropolitan Housing Authority ownership of the property is subject to Plaintiff's Mortgage, together with all other relief, legal and equitable, that which Plaintiff is entitled.

Respectfully Submitted,

PLUNKETT COONEY

/s/James Grendell

James Grendell (No. 0088098)

David L. Van Slyke (0077721)

716 Mt. Airyshire, Suite 150

Columbus, OH 43235

Main: 614/629-3000 Fax 248/901-4040

JGrendell@plunkettcooney.com

dvanslyke@plunkettcooney.com

Open.22456.33989.32153735-1

TRANSFERRED NO. 1700
SEC. 319.202 R.C. COMPLIED
WITHIN AMT. A.

OCT 26 2023

JILL A. DAVIDSON
AUDITOR ATHENS COUNTY, OHIO
AM TRANS FEE 0.50

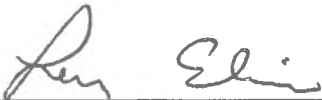
202300004485
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ATHENS COUNTY, OHIO
JESSICA MARKINS, RECORDER
10/26/2023 03:33:45 PM
OR BOOK: 609 PAGE: 1629
DEED 34.00 PG: 2

202300004485
MOLLIKA GALL SLOAN & SILLERY

QUIT-CLAIM DEED

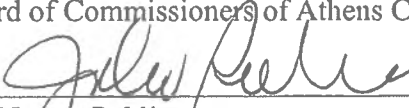
The Board of Commissioners of the County of Athens, Ohio, for valuable consideration, grant(s) to the Athens County Metropolitan Housing Authority whose mailing address is 10 Hope Dr, Athens, OH 45701 the real property located at 6630 Meadowbrook Drive, Albany, OH 45710, permanent parcel ID no. B010010081001 and more fully described in Exhibit A.

Executed this 21st day of September 2023


Lenny Eliason, President

STATE OF OHIO)
) SS:
COUNTY OF ATHENS)

The foregoing instrument was acknowledged before me this 21 day of September 2023, by Lenny Eliason, , President of the Board of Commissioners of Athens County, Ohio.


Notary Public
My Commission Expires: 8/3/25

This instrument prepared by:
N. Zachary West (#0087805)
Assistant Athens County Prosecuting Attorney
1 South Court Street, Athens, OH 45701



Jo Ann Rockhold
Notary Public, State of Ohio
My Commission Expires
August 03, 2025

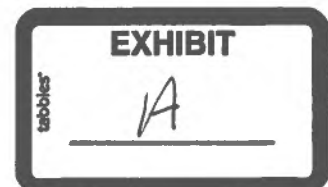


EXHIBIT A

Situated in the Township of Alexander, County of Athens, State of Ohio:

Situated in the east ½ of Lease Lot 2, Section 33, Town 8, Range 14, Alexander Township, Athens County OH and described as follows:

Commencing at the Northwest Corner of said Lease Lot 2; thence along the North line of said Lease Lot 2, South 85° 43' 31" East 3,030.06 feet to a found iron pin; thence South 04° 12' 04" West 503.51 feet to a set iron pin, thence North 89° 11' 53" East 298.81 feet to a set iron pin, THE TRUE POINT OF BEGINNING: thence South 83° 53' 14" East (passing a set iron pin at 529.67 feet) for a total distance of 552.33 feet to a point in the center of Athens County Road 19; thence along the said Athens County Road 19, South 15° 23' 10" West 59.28 feet to a point; thence along a curve to the left 298.23 feet to a point, said curve has a radius of 1,122.95 feet, a delta of 15° 13' and a chord which bears South 07° 46' 40" West 297.36 feet; thence South 00° 10' 10" West 301.27 feet to a point in the intersection of Athens County Road 70 and the south line of Lease Lot 2; thence along the said Lease Lot 2 North 86° 29' 49" West 532.40 feet to a point; thence leaving the said south line of Lease Lot 2 North 03° 17' 32" East (passing a set iron pin at 42.15 feet) for a total distance of 680.45 feet to the point of beginning containing 8.1417 acres and being part of a tract described in Volume 337, Page 143, of the Athens County Deed Records.

Prior Deed Reference: Volume 608, Page 1162 of the Official Records of Athens County.

Parcel Number: B01-00100810-01

Property Address: 6630 Meadowbrook Road, Albany, OH 45710



Know All Men By These Presents.

That Reuben Rickard and Carolyn Rickard, husband and wife,

the Grantors,
who claim title by or through instrument, recorded in Volume 337, Page 143, County Recorder's Office, for the divers good causes and considerations thereunto moving, and especially for ~~the sum of~~ Natural love and affection ~~of~~)

received to their full satisfaction of

Kevin D. Rickard and Jodi Rickard *the Grantees,*
whose TAX MAILING ADDRESS will be 6630 Meadowbrook Road,
Albany, Ohio 45710 do

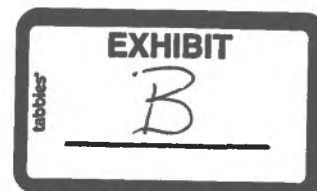
Give, Grant, Bargain, Sell and Convey unto the said Grantees,
Kevin D. Rickard & Jodi Rickard, husband and wife,
a joint life estate with remainder over in fee simple to the survivor of them,
their heirs and assigns, the following described premises, situated in the
Township of Alexander, County of Athens and State of Ohio:

Situated in the East 1/2 of Lease Lot 2, Section 33, Town 8, Range 14, Alexander Township, Athens County, Ohio and described as follows:

Commencing at the Northwest corner of said Lease Lot 2; thence along the North line of said Lease Lot 2, South 85°43'31" East 3,030.06 feet to a found iron pin; thence South 04°12'04" West 503.51 feet to a set iron pin; thence North 89°11'53" East 298.81 feet to a set iron pin, THE TRUE POINT OF BEGINNING: thence South 83°53'14" East (passing a set iron pin at 529.67 feet) for a total distance of 552.33 feet to a point in the center of Athens County Road 19; thence along the said Athens County Road 19, South 15°23'10" West 59.28 feet to a point; thence along a curve to the left 298.23 feet to a point, said curve has a Radius of 1,122.95 feet, a delta of 15°13' and a chord which bears South 07°46'40" West 297.36 feet; thence South 00°10'10" West 301.27 feet to a point in the intersection of Athens County Road 70 and the south line of Lease Lot 2; thence along the said Lease Lot 2 North 86°29'49" West 532.40 feet to a point; thence leaving the said south line of Lease Lot 2 North 03°17'32" East (passing a set iron pin at 42.15 feet for a total distance of 680.45 feet to the point of beginning containing 8.1417 acres and being part of a tract described in Volume 337, Page 143 of the Athens County Deed Records.

Note: Unless otherwise noted all set iron pins are 5/8 inch diameter rebar 30 inches in length and capped with a plastic identification marker inscribed L.F. Swoyer R.L.S. 6765

The above description was written by Leonard F. Swoyer Registered Professional Land Surveyor Number 6765 and based on a survey prepared by Southeastern Land Surveys dated June 8, 1988.



To Have and to Hold the above granted and bargained premises, with the appurtenances thereunto belonging, unto the said Grantees, a joint life estate with remainder over in fee simple to the survivor of them, their heirs and assigns forever.

And the said Grantors, for themselves and their heirs, executors and administrators, hereby covenant with the said Grantees, their heirs and assigns, that said Grantors are the true and lawful owners of said premises, and are well seized of the same in FEE SIMPLE, and have good right and full power to bargain, sell and convey the same in the manner aforesaid, and that the same are free and clear from all encumbrances.

and further, that said Grantors will WARRANT AND DEFEND the same against all claims of all persons whatsoever, except as hereinbefore provided.

~~And for valuable consideration~~

~~do hereby remise, release~~

~~and forever quitclaim unto the said Grantees,~~
~~known and accepted by them as~~
~~theirs and assigns all~~
~~rights and expectancy of claim in the above~~
~~described premises~~

~~known and expectancy of claim in the above~~

In Witness Whereof, we have hereunto set our hands, the
6th day of July, in the year of our Lord one thousand
nine hundred and Eighty-eight (1988)

Signed and acknowledged in presence of

Dorothy J. Jewell

C. E. Berry

Reuben Rickard

Reuben Rickard

Carolyn A. Rickard

Carolyn Rickard

State of Ohio } ss. Before me, a Notary Public
Athens County, } in and for said County and State, personally appeared
the above named Reuben Rickard and Carolyn Rickard, husband and wife,

who acknowledged that they did sign the foregoing instrument and
that the same is their free act and deed.

In Testimony Whereof, I have hereunto set my hand
and official seal, at Athens, Ohio
this 6th day of July A. D. 1988.

C. E. Berry

Notary Public, State of Ohio

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

No. — Transfer Fee Paid \$ 25.00
Peter G. Couledis, Athens County Auditor

By J. Ross Deputy Auditor

This instrument prepared by C. E. Berry, Attorney at Law, Athens, Ohio

CORRUPT ACTIVITY LIEN
O.R.C. 2923.36 and 2981.03

This Corrupt Activity Lien is brought against **Jodi K. Rickard**, 6630 Meadowbrook Road, Albany, Ohio 45710, currently incarcerated at the Southeastern Ohio Regional Jail, Nelsonville, Ohio, and real estate located at 6630 Meadowbrook Road, Albany, Ohio 45710, permanent parcel no. B01-00100810-01. The addresses listed for **Jodi K. Rickard** is the last known address of the person set forth in this notice.

Criminal proceedings have been instituted against **Jodi K. Rickard**, the possessor of the real estate located at 6630 Meadowbrook Road, Albany, Ohio 45710, permanent parcel no. B01-00100810-01, under Ohio Revised Code sections 2923.32, 2921.41, 2913.02, 2913.05, 2921.12, 2913.42, and 2981.03 and in Athens County, Ohio, under Case No. 23CR0079..

This notice is being filed pursuant to Ohio Revised Code section 2923.36 and 2981.03.

This notice is being filed by Athens County Prosecuting Attorney, Keller J. Blackburn, Athens County Courthouse, 1 South Court Street, 1st Floor, Athens, Ohio 45701.

A legal description of the real property is attached hereto as Exhibit "A"..

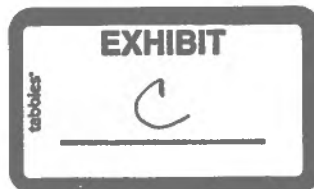
Witness my hand this 14th day of February, 2023.

Signed and acknowledged in the presence of:

Ydope Varner

Ucharif Antu

N. Zachary West
N. Zachary West, 0087805
Athens County Prosecuting Attorney
Athens County Courthouse
Athens, Ohio 45701
(740) 592-3208



202300000623
FILED FOR RECORD IN
ATHENS COUNTY, OHIO
JESSICA MARKINS, RECORDER
02/15/2023 08:55:48 AM
OR BOOK: 602 PAGE: 2489
CORRUPT ACT 0.00 PG: 3

202300000623
ATHENS COUNTY PROSECUTOR



State of Ohio
Athens County, ss:

Before me, a notary public, in and for said county and state, personally appeared the above-named N. Zachary West, Assistant Athens County Prosecuting Attorney, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

In testimony whereof, I have hereunto set my hand and official seal at Athens, Ohio, this
14th day of February, 2023.



KIMBERLY A WITHEM
Notary Public
State of Ohio
My Comm. Expires
December 12, 2027


Notary Public
My Comm. Expires: 12-12-2027

Prepared and Submitted by: N. Zachary West, Assistant Athens County Prosecuting Attorney,
1 South Court Street, First Floor, Athens, Ohio 45701

EXHIBIT A

Situated in the Township of Alexander, County of Athens, State of Ohio:

Situated in the east ½ of Lease Lot 2, Section 33, Town 8, Range 14, Alexander Township, Athens County OH and described as follows:

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Parcel Number: B01-00100810-00

Property Address: 6630 Meadowbrook Road, Albany, OH 45710

LAST TRANSFER: Volume 45, Page 424, Official Records of Athens County, Ohio.

202300001155
FILED FOR RECORD IN
ATHENS COUNTY, OHIO
JESSICA MARKINS, RECORDER
03/28/2023 11:35:13 AM
OR BOOK: 603 PAGE: 2338
MORTGAGE 194.00 PG: 22

202300001155
SIMPLIFILE

After Recording Return To:
Rocket Mortgage, LLC
1050 Woodward Ave
Detroit, MI 48226-1906
(313) 373-0000

[Space Above This Line For Recording Data]

MORTGAGE

Rickard
Loan #: 3520995222
MIN: 100039035209952224
MERS Phone: 1-888-679-6377
PIN: B010010081001

DEFINITIONS

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

Parties

(A) "Borrower" is **Jodi Rickard and Kevin D. Rickard, husband and wife**, currently residing at **6630 Meadowbrook Rd, Albany, OH 45710 USA**. Borrower is the mortgagor under this Security Instrument.

(B) "Lender" is **Rocket Mortgage, LLC**. Lender is a **Limited Liability Company** organized and existing under the laws of the **State of Michigan**. Lender's address is **1050 Woodward Avenue, Detroit, MI 48226-1906**. The term "Lender" includes any successors and assigns of Lender.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the mortgagee under**

Rocket Mortgage, LLC (NMLS #: 3030) | **Rocket Mortgage, LLC** (NMLS #: 3030) | **Alexander R Zeoli** (License #: **MLO.048805.000**, NMLS #: **1237857**)

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

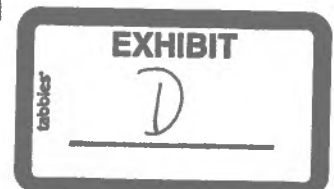
Form 3036 07/2021

☒ 25314.8

Page 1 of 21



Q10352099522200202000233a0f35561-9a29-4d7a-969f-085cb5488faa0121



3520995222

this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

Documents

(D) **"Note"** means the promissory note dated **February 3, 2023**, and signed by each Borrower who is legally obligated for the debt under that promissory note, that is in either (i) paper form, using Borrower's written pen and ink signature, or (ii) electronic form, using Borrower's adopted Electronic Signature in accordance with the UETA or E-SIGN, as applicable. The Note evidences the legal obligation of each Borrower who signed the Note to pay Lender **One Hundred Fifty Thousand And 00/100 Dollars** (U.S. **\$150,000.00**) plus interest. Each Borrower who signed the Note has promised to pay this debt in regular monthly payments and to pay the debt in full not later than **March 1, 2053**.

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

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

(F) **"Security Instrument"** means this document, which is dated **February 3, 2023**, together with all Riders to this document.

Additional Definitions

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

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

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

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

Rocket Mortgage, LLC (NMLS #: 3030) | Rocket Mortgage, LLC (NMLS #: 3030) | Alexander R Zeoli (License #: MLO.048805.000, NMLS #: 1237857)

OHIO--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3036 07/2021

EX 25314.8

Page 2 of 21



Q10352099522200202000233a0f35561-9a29-4d7a-969f-085cb5488faa0221

3520995222

transactions, transfers initiated by telephone or other electronic device capable of communicating with such financial institution, wire transfers, and automated clearinghouse transfers.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender (i) the repayment of the Loan, and all renewals, extensions, and modifications of the Note, and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower mortgages, grants, and conveys to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS the following described property located in the COUNTY of **Athens**:

See Exhibit "A"— Legal Description Hereto and Made a Part Hereof. Subject to Covenants of Record.

which currently has the address of **6630 Meadowbrook Rd, Albany, Ohio 45710-8912** ("Property Address");

TOGETHER WITH all the improvements now or subsequently erected on the property, including replacements and additions to the improvements on such property, all property rights, including, without limitation, all easements, appurtenances, royalties, mineral rights, oil or gas rights or profits, water rights, and fixtures now or subsequently a part of the property. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER REPRESENTS, WARRANTS, COVENANTS, AND AGREES that: (i) Borrower lawfully owns and possesses the Property conveyed in this Security Instrument in fee simple or lawfully has the right to use and occupy the Property under a leasehold estate; (ii) Borrower has the right to mortgage, grant, and convey the Property or Borrower's leasehold interest in the Property; and (iii) the Property is unencumbered, and not subject to any other ownership interest in the Property, except for encumbrances and ownership interests of record. Borrower warrants generally the title to the Property and covenants and agrees to defend the title to the Property against all claims and demands, subject to any encumbrances and ownership interests of record as of Loan closing.

THIS SECURITY INSTRUMENT combines uniform covenants for national use with limited variations and non-uniform covenants that reflect specific Ohio state requirements to constitute a uniform security instrument covering real property.

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

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.

Borrower will pay each Periodic Payment when due. Borrower will also pay any prepayment charges and late charges due under the Note, and any other amounts due under this Security Instrument. Payments due under the Note and this Security Instrument must be made in U.S. currency. If any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check, or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a U.S. federal agency, instrumentality, or entity; or (d) Electronic Fund Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 16. Lender may accept or return any Partial Payments in its sole discretion pursuant to Section 2.

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

2. Acceptance and Application of Payments or Proceeds.

(a) Acceptance and Application of Partial Payments. Lender may accept and either apply or hold in suspense Partial Payments in its sole discretion in accordance with this Section 2. Lender is not obligated to accept any Partial Payments or to apply any Partial Payments at the time such payments are accepted, and also is not obligated to pay interest on such unapplied funds. Lender may hold such unapplied funds until Borrower makes payment sufficient to cover a full Periodic Payment, at which time the amount of the full Periodic Payment will be applied to the Loan. If Borrower does not make such a payment within a reasonable period of time, Lender will either apply such funds in accordance with this Section 2 or return them to Borrower. If not applied earlier, Partial Payments will be credited against the total amount due under the Loan in calculating the amount due in connection with any foreclosure proceeding, payoff request, loan modification, or reinstatement. Lender may accept any payment insufficient to bring the Loan current without waiver of any rights under this Security Instrument or prejudice to its rights to refuse such payments in the future.

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

If Lender receives a payment from Borrower in the amount of one or more Periodic Payments and

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the amount of any late charge due for a delinquent Periodic Payment, the payment may be applied to the delinquent payment and the late charge.

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

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

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

3. Funds for Escrow Items.

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

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

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

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

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

(d) **Surplus; Shortage and Deficiency of Funds.** In accordance with RESPA, if there is a surplus of Funds held in escrow, Lender will account to Borrower for such surplus. If Borrower's Periodic Payment

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is delinquent by more than 30 days, Lender may retain the surplus in the escrow account for the payment of the Escrow Items. If there is a shortage or deficiency of Funds held in escrow, Lender will notify Borrower and Borrower will pay to Lender the amount necessary to make up the shortage or deficiency in accordance with RESPA.

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

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

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

5. Property Insurance.

(a) Insurance Requirement; Coverages. Borrower must keep the improvements now existing or subsequently erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes, winds, and floods, for which Lender requires insurance. Borrower must maintain the types of insurance Lender requires in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan, and may exceed any minimum coverage required by Applicable Law. Borrower may choose the insurance carrier providing the insurance, subject to Lender's right to disapprove Borrower's choice, which right will not be exercised unreasonably.

(b) Failure to Maintain Insurance. If Lender has a reasonable basis to believe that Borrower has failed to maintain any of the required insurance coverages described above, Lender may obtain insurance coverage, at Lender's option and at Borrower's expense. Unless required by Applicable Law, Lender is under no obligation to advance premiums for, or to seek to reinstate, any prior lapsed coverage obtained by Borrower. Lender is under no obligation to purchase any particular type or amount of coverage and may select the provider of such insurance in its sole discretion. Before purchasing such coverage, Lender will notify Borrower if required to do so under Applicable Law. Any such coverage will insure Lender, but might not protect Borrower. Borrower's equity in the Property, or the contents of the Property, against any risk, hazard, or liability and might provide greater or lesser coverage than was previously in effect, but not

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exceeding the coverage required under Section 5(a). Borrower acknowledges that the cost of the insurance coverage so obtained may significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender for costs associated with reinstating Borrower's insurance policy or with placing new insurance under this Section 5 will become additional debt of Borrower secured by this Security Instrument. These amounts will bear interest at the Note rate from the date of disbursement and will be payable, with such interest, upon notice from Lender to Borrower requesting payment.

(c) Insurance Policies. All insurance policies required by Lender and renewals of such policies: (i) will be subject to Lender's right to disapprove such policies; (ii) must include a standard mortgage clause; and (iii) must name Lender as mortgagee and/or as an additional loss payee. Lender will have the right to hold the policies and renewal certificates. If Lender requires, Borrower will promptly give to Lender proof of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy must include a standard mortgage clause and must name Lender as mortgagee and/or as an additional loss payee.

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

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

If Lender deems the restoration or repair not to be economically feasible or Lender's security would be lessened by such restoration or repair, the insurance proceeds will be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds will be applied in the order that Partial Payments are applied in Section 2(b).

(e) Insurance Settlements; Assignment of Proceeds. If Borrower abandons the Property, Lender may file, negotiate, and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 26 or otherwise, Borrower is unconditionally

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assigning to Lender (i) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note and this Security Instrument, and (ii) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, to the extent that such rights are applicable to the coverage of the Property. If Lender files, negotiates, or settles a claim, Borrower agrees that any insurance proceeds may be made payable directly to Lender without the need to include Borrower as an additional loss payee. Lender may use the insurance proceeds either to repair or restore the Property (as provided in Section 5(d)) or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

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

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

If insurance or condemnation proceeds are paid to Lender in connection with damage to, or the taking of, the Property, Borrower will be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower remains obligated to complete such repair or restoration.

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

8. Borrower's Loan Application. Borrower will be in Default if, during the Loan application process, Borrower or any persons or entities acting at Borrower's direction or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan, including, but not limited to, overstating Borrower's income or assets, understating or failing to provide documentation of Borrower's debt obligations and liabilities, and misrepresenting Borrower's occupancy or intended occupancy of the Property as Borrower's principal residence.

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

(a) Protection of Lender's Interest. If: (i) Borrower fails to perform the covenants and agreements contained in this Security Instrument; (ii) there is a legal proceeding or government order that might

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significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien that has priority or may attain priority over this Security Instrument, or to enforce laws or regulations); or (iii) Lender reasonably believes that Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and/or rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions may include, but are not limited to: (I) paying any sums secured by a lien that has priority or may attain priority over this Security Instrument; (II) appearing in court; and (III) paying: (A) reasonable attorneys' fees and costs, if permitted by Applicable Law; (B) property inspection and valuation fees; and (C) other fees incurred for the purpose of protecting Lender's interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding, unless prohibited by Applicable Law. Securing the Property includes, but is not limited to, exterior and interior inspections of the Property, entering the Property to make repairs, changing locks, replacing or boarding up doors and windows, draining water from pipes, eliminating building or other code violations or dangerous conditions, and having utilities turned on or off. Although Lender may take action under this Section 9, Lender is not required to do so and is not under any duty or obligation to do so, unless required by Applicable Law. Lender will not be liable for not taking any or all actions authorized under this Section 9.

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

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

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

10. Assignment of Rents.

(a) Assignment of Rents. If the Property is leased to, used by, or occupied by a third party ("Tenant"), Borrower is unconditionally assigning and transferring to Lender any Rents, regardless of to whom the Rents are payable. Borrower authorizes Lender to collect the Rents, and agrees that each Tenant will pay the Rents to Lender. However, Borrower will receive the Rents until (i) Lender has given Borrower notice of Default pursuant to Section 26, and (ii) Lender has given notice to the Tenant that the Rents are to be paid to Lender. This Section 10 constitutes an absolute assignment and not an assignment for additional security only.

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

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

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

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

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

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

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

11. Mortgage Insurance.

(a) Payment of Premiums; Substitution of Policy; Loss Reserve; Protection of Lender. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower will pay the premiums required to maintain the Mortgage Insurance in effect. If Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, and (i) the Mortgage Insurance coverage required by Lender ceases for any reason to be available from the mortgage insurer that previously provided such insurance, or (ii) Lender determines in its sole discretion that such mortgage insurer is no longer eligible to provide the Mortgage Insurance coverage required by Lender, Borrower will pay the premiums required to

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obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender.

If substantially equivalent Mortgage Insurance coverage is not available, Borrower will continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use, and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve will be non-refundable, even when the Loan is paid in full, and Lender will not be required to pay Borrower any interest or earnings on such loss reserve.

Lender will no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance.

If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower will pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 11 affects Borrower's obligation to pay interest at the Note rate.

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

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

As a result of these agreements, Lender, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. Any such agreements will not: (i) affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan; (ii) increase the amount Borrower will owe for Mortgage Insurance; (iii) entitle Borrower to any refund; or (iv) affect the rights Borrower has, if any, with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 (12 U.S.C. § 4901 *et seq.*), as it may be amended from time to time, or any additional or successor federal legislation or regulation that governs the same subject matter ("HPA"). These rights under the HPA may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

12. Assignment and Application of Miscellaneous Proceeds; Forfeiture.

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

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

(c) Application of Miscellaneous Proceeds upon Condemnation, Destruction, or Loss in Value of the Property. In the event of a total taking, destruction, or loss in value of the Property, all of the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

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

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

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

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claim for damages. "Opposing Party" means the third party that owes Borrower the Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to the Miscellaneous Proceeds.

(e) Proceeding Affecting Lender's Interest in the Property. Borrower will be in Default if any action or proceeding begins, whether civil or criminal, that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a Default and, if acceleration has occurred, reinstate as provided in Section 20, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower is unconditionally assigning to Lender the proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property, which proceeds will be paid to Lender. All Miscellaneous Proceeds that are not applied to restoration or repair of the Property will be applied in the order that Partial Payments are applied in Section 2(b).

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

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

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

15. Loan Charges.

(a) Tax and Flood Determination Fees. Lender may require Borrower to pay (i) a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan, and (ii) either (A) a one-time charge for flood zone determination, certification, and tracking services, or (B) a one-

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time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur that reasonably might affect such determination or certification. Borrower will also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency, or any successor agency, at any time during the Loan term, in connection with any flood zone determinations.

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

(c) Permissibility of Fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower should not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

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

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

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

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

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Lender becomes aware that any notice sent by Electronic Communication is not delivered, Lender will resend such communication to Borrower by first class mail or by other non-Electronic Communication. Borrower may withdraw the agreement to receive Electronic Communications from Lender at any time by providing written notice to Lender of Borrower's withdrawal of such agreement.

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

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

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

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

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

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

19. Transfer of the Property or a Beneficial Interest in Borrower. For purposes of this Section

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

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

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

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

To reinstate the Loan, Borrower must satisfy all of the following conditions: (aa) pay Lender all sums that then would be due under this Security Instrument and the Note as if no acceleration had occurred; (bb) cure any Default of any other covenants or agreements under this Security Instrument or the Note; (cc) pay all expenses incurred in enforcing this Security Instrument or the Note, including, but not limited to: (i) reasonable attorneys' fees and costs, if permitted by Applicable Law; (ii) property inspection and valuation fees; and (iii) other fees incurred to protect Lender's interest in the Property and/or rights under this Security Instrument or the Note; and (dd) take such action as Lender may reasonably require to assure that Lender's interest in the Property and/or rights under this Security Instrument or the Note, and Borrower's obligation to pay the sums secured by this Security Instrument or the Note, will continue unchanged.

Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (aaa) cash; (bbb) money order; (ccc) certified check, bank check, treasurer's check, or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a U.S. federal agency, instrumentality, or entity; or (ddd) Electronic Fund Transfer. Upon Borrower's reinstatement of the Loan, this Security Instrument and obligations secured by this Security Instrument will remain fully effective as if no acceleration had occurred.

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

22. Loan Servicer. Lender may take any action permitted under this Security Instrument through

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the Loan Servicer or another authorized representative, such as a sub-servicer. Borrower understands that the Loan Servicer or other authorized representative of Lender has the right and authority to take any such action.

The Loan Servicer may change one or more times during the term of the Note. The Loan Servicer may or may not be the holder of the Note. The Loan Servicer has the right and authority to: (a) collect Periodic Payments and any other amounts due under the Note and this Security Instrument; (b) perform any other mortgage loan servicing obligations; and (c) exercise any rights under the Note, this Security Instrument, and Applicable Law on behalf of Lender. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made, and any other information RESPA requires in connection with a notice of transfer of servicing.

23. Notice of Grievance. Until Borrower or Lender has notified the other party (in accordance with Section 16) of an alleged breach and afforded the other party a reasonable period after the giving of such notice to take corrective action, neither Borrower nor Lender may commence, join, or be joined to any judicial action (either as an individual litigant or a member of a class) that (a) arises from the other party's actions pursuant to this Security Instrument or the Note, or (b) alleges that the other party has breached any provision of this Security Instrument or the Note. If Applicable Law provides a time period that must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this Section 23. The notice of Default given to Borrower pursuant to Section 26(a) and the notice of acceleration given to Borrower pursuant to Section 19 will be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 23.

24. Hazardous Substances.

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

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

(c) Notices; Remedial Actions. Borrower will promptly give Lender written notice of: (i) any

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

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

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

26. Acceleration; Remedies.

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

(b) Acceleration; Foreclosure; Expenses. If the Default is not cured on or before the date specified in the notice, Lender may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender will be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 26, including, but not limited to: (i) reasonable attorneys' fees and costs; to the extent permitted by Applicable Law, and as authorized by a court in the judicial foreclosure proceeding; (ii) property inspection and valuation fees; and (iii) other fees incurred to protect Lender's interest in the Property and/or rights under this Security Instrument.

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

28. Certain Other Advances. In addition to any other sum secured by this Security Instrument, this Security Instrument will also secure the unpaid principal balance of, plus accrued interest on, any amount of money loaned, advanced, or paid by Lender to or for the account and benefit of Borrower, after this Security Instrument is delivered to and filed with the Recorder's Office, **Athens** County, Ohio, for recording. Lender may make such advances in order to pay any real estate taxes and assessments, insurance premiums plus all other costs and expenses incurred in connection with the operation, protection, or preservation of the Property, including to cure Borrower's defaults by making any such payments which Borrower should have paid as provided in this Security Instrument, it being intended by this Section 28 to acknowledge, affirm, and comply with the provision of Section 5301.233 of the Ohio Revised Code.

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

Jodi Rickard 02/03/2023
- BORROWER - Jodi Rickard - DATE -

Kevin D. Rickard 02/03/2023
- BORROWER - Kevin D. Rickard - DATE -

Rocket Mortgage, LLC (NMLS #: 3030) | Rocket Mortgage, LLC (NMLS #: 3030) | Alexander R Zeoli (License #: MLO.048805.000, NMLS #: 1237857)

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

Form 3036 07/2021

☒ 25314.8

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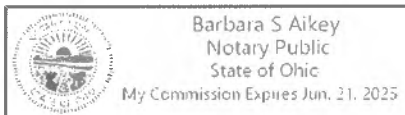
Q10352099522200202000233a0f35561-9a29-4d7a-969f-085cb5488faa2021

3520995222

[Space Below This Line for Acknowledgment]

State of Ohio
County of Summit

The foregoing instrument was acknowledged before me this **February 3, 2023** by
Jodi Rickard and Kevin D. Rickard



This notarial act involved the use of
online communication technology.

Barbara S Aikey
Notary Public
Barbara S Aikey
My Commission Expires: 06/21/2025

Individual Loan Originator: **Alexander R Zeoli**, NMLSR ID: 1237857
Loan Originator Organization: **Rocket Mortgage, LLC**, NMLSR ID: 3030

This instrument was prepared by:
Samantha J Edmonds
Rocket Mortgage, LLC
1050 Woodward Ave
Detroit, MI 48226-1906
(800) 226-6308

Rocket Mortgage, LLC (NMLS #: 3030) | Rocket Mortgage, LLC (NMLS #: 3030) | Alexander R Zeoli (License
#: MLO.048805.000, NMLS #: 1237857)

OHIO--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
EX 25314.8

Form 3036 07/2021
Page 21 of 21



Q10352099522200202000233a0f35561-9a29-4d7a-969f-085cb5488faa2121

EXHIBIT A - LEGAL DESCRIPTION

Tax Id Number(s): B010010081001

Land situated in the Township of Alexander in the County of Athens in the State of OH

SITUATED IN THE EAST ½ OF LEASE LOT 2, SECTION 33, TOWN 8, RANGE 14, ALEXANDER TOWNSHIP, ATHENS COUNTY, OHIO DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LEASE LOT 2; THENCE ALONG THE NORTH LINE OF SAID LEASE LOT 2 SOUTH 85 DEGREES 43'31" EAST 3030.06 FEET TO A FOUND IRON PIN; THENCE SOUTH 04 DEGREES 12'04" WEST 503.51 FEET TO A SET IRON PIN; THENCE NORTH 89 DEGREES 11'53" EAST 298.81 FEET TO A SET IRON PIN, THE TRUE POINT OF BEGINNING; THENCE SOUTH 83 DEGREES 53'14" EAST (PASSING A SET IRON PIN AT 529.67 FEET) FOR A TOTAL DISTANCE OF 552.33 FEET TO A POINT IN THE CENTER OF ATHENS COUNTY ROAD 19; THENCE ALONG THE SAID ATHENS COUNTY ROAD 19 SOUTH 15 DEGREES 23'10" WEST 59.28 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEA 298.23 FEET TO A POINT, SAID CURVE HAS A RADIUS OF 1,122.95 FEET, A DELTA OF 15 DEGREES 13' AND A CHORD WHICH BEARS SOUTH 07 DEGREES 46'40" WEST 297.96 FEET; THENCE SOUTH 00 DEGREES 10'10" WEST 301.27 FEET TO A POINT IN THE INTERSECTION OF ATHENS COUNTY ROAD 70 AND THE SOUTH LINE OF LEASE LOT 2; THENCE ALONG THE SAID LEASE LOT 2 NORTH 86 DEGREES 29'49" WEST 532.40 FEET TO A POINT; THENCE LEAVING SAID SOUTH LINE OF LEASE LOT 2 NORTH 03 DEGREES 17'32" EAST (PASSING A SET IRON PIN AT 42.15 FEET) FOR A TOTAL DISTANCE OF 680.45 FEET TO THE POINT OF BEGINNING CONTAINING 8.1417 ACRES AND BEING PART OF A TRACT DESCRIBED IN VOLUME 387, PAGE 143 OF THE ATHENS COUNTY DEED RECORDS.

NOTE: UNLESS OTHERWISE NOTED ALL SET IRON PINS ARE 5/8 INCH DIAMETER REBAR 30 INCHES IN LENGTH AND CAPPED WITH A PLASTIC IDENTIFICATION MARKER INSCRIBED L.F. SWOYER R.L.S. 6765.

THE ABOVE DESCRIPTION WAS WRITTEN BY LEONARD F. SWOYER REGISTERED PROFESSIONAL SURVEYOR NUMBER 6765 AND BASED ON A SURVEY PREPARED BY SOUTHEASTERN LAND SURVEYS DATED JUNE 8, 1988.

NOTE: The Company is prohibited from insuring the area or quantity of the land. The Company does not represent that any acreage or footage calculations are correct. References to quantity are for identification purposes only.

Commonly known as: 6630 Meadowbrook Rd, Albany, OH 45710-8912

THE PROPERTY ADDRESS AND TAX PARCEL IDENTIFICATION NUMBER LISTED ARE PROVIDED SOLELY FOR INFORMATIONAL PURPOSES.

Instrument Book Page
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FILED FOR RECORD IN
ATHENS COUNTY, OHIO
JESSICA MARKINS, RECORDER
10/10/2023 02:09:40 PM
OR BOOK: 609 PAGE: 273
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202300004180
ATHENS COUNTY COMMISSIONERS

FILED
ATHENS COUNTY, OHIO

JUN 23 2023

Candy S. Russell, CLERK
OF COMMON PLEAS COURT

EXHIBIT

E

IN THE COURT OF COMMON PLEAS
ATHENS COUNTY, OHIO

State of Ohio

*

Case No. 23CR0079

Plaintiff

*

vs.

*

Judge Daniel Hogan

Jodi K. Rickard

*

Defendant.

*

JUDGMENT ENTRY

This cause came on for hearing this 20th day of June, 2023. Defendant was present in open court accompanied by her attorney, K. Robert Toy. The State of Ohio was represented by Merry M. Saunders, Assistant Athens County Prosecuting Attorney. The Defendant was afforded all rights pursuant to Crim.R. 32.

On this date, Defendant knowingly, voluntarily, and intelligently entered a plea of guilty to Count One, Engaging in a Pattern of Corrupt Activity, in violation of Ohio Revised Code Section 2923.32(A)(1), a felony of the first degree, with specification for forfeiture; Count Two, Engaging in a Pattern of Corrupt Activity, in violation of Ohio Revised Code Section 2923.32(A)(2), a felony of the second degree, with specification for forfeiture; Count Three, Theft in Office, in violation of Ohio Revised Code Section 2921.41(A)(1), a felony of the third degree, with specification for forfeiture; Count Four, Aggravated Theft of One Million Five Hundred Thousand Dollars or More, in violation of Ohio Revised Code Section 2913.02(A)(1), a felony of the first degree; Count Five, Telecommunications Fraud, in violation of Ohio Revised Code Section 2913.05(A), a

KELLER J. BLACKBURN
Athens County Prosecuting Attorney
Courthouse • Athens, Ohio 45701 • 740-592-3208

CASE OVER

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Refer back
to Book 608
Page 1162

felony of the first degree, with specification for forfeiture; Count Six, Tampering With Evidence, in violation of Ohio Revised Code Section 2921.12(A)(1), a felony of the third degree, with specification for forfeiture; and Count Seven, Tampering with Records, in violation of Ohio Revised Code Section 2913.42(A)(1), a felony of the third degree, with specification for forfeiture.

The Court did not accept such plea without first addressing the Defendant, personally, in open court, and determining that he was making the plea voluntarily with the understanding of the nature of the charge and of the maximum penalty involved. The Court informed Defendant that for the offense of Engaging in a Pattern of Corrupt Activity, a felony of the first degree; Engaging in a Pattern of Corrupt Activity, a felony of the second degree; Aggravated Theft of One Million Five Hundred Thousand Dollars or More, a felony of the first degree; and Telecommunications Fraud, a felony of the first degree, there is a presumption in favor of the imposition of a prison terms for these offenses. Defendant was informed that these offenses carry an indefinite sentence:

For a qualifying felony of the first degree, the judge will select a term of three, four, five, six, seven, eight, nine, ten or eleven years, and that number will be the **minimum term**. The court may impose a fine up to \$20,000.00. This is a non-mandatory term.

For a qualifying felony of the second degree, the judge will select a term of two, three, four, five, six, seven or eight years, and that number will be the **minimum term**. The court may impose a fine of up to \$15,000.00. This is a non-mandatory term. The Court informed Defendant, and Defendant informed the Court that he understood, the Court will decide if these sentences will be imposed concurrently or consecutively.

The maximum term will be the minimum term selected by the Court from the range of possible terms plus 50% of the minimum term selected. The maximum term for a qualifying felony of the first degree cannot exceed 16.5 years. The maximum term for qualifying felonies of the second degree cannot exceed 12 years. See Ohio Revised Code Section 2929.144(B)(1).

The Court informed Defendant that this decision will affect the length of her minimum term and maximum term.

The Court informed Defendant that the longest minimum sentence she could serve would be 14 years.

The Court informed Defendant that the longest maximum sentence she could serve would be 18 years.

The Court informed Defendant that it is presumed that she will be released at the end of her minimum term. This presumption is rebuttable if the Ohio Department of Corrections keeps her longer for bad behavior in prison following an administrative hearing and procedure requirements adopted by the Ohio Department of Corrections.

The Court informed Defendant that if she is not released when her minimum term ends, she will serve an additional specified period of time and given a new release date. Defendant will be released on that date, unless she is again denied release. This process could repeat until she is released or finishes her maximum term. The Court informed Defendant that she must be released at the end of her maximum term.

The Court further informed Defendant of, and determined that she understood, the effect of her plea of guilty and that the Court upon acceptance of the plea could proceed with judgment and sentence. The Court also informed Defendant and determined that Defendant understood that by changing her plea, she was waiving his right to jury trial, to

confront witnesses against her, to have compulsory process for obtaining witnesses in her favor, and to require the State of Ohio to prove her guilt beyond a reasonable doubt at a trial in which she could not be compelled to testify against herself.

Upon being satisfied that Defendant was aware of the nature and consequences of her decision to change her plea, and that all due process had been observed, the Court thereupon accepted Defendant's change of plea.

The parties agreed to waive pre-sentence investigation and to proceed directly to sentencing without objection.

The Court considered the record, oral statements, any victim impact statements, Plea Agreements, as well as the principles and purposes of sentencing under R.C. 2929.11, and has balanced the seriousness and recidivism factors under R.C. 2929.12. The Court has considered the factors under R.C. 2929.13.

A Post-Sentence Investigation is ordered.

For purposes of sentencing Count One is merged into Count Two, Count Four is merged into Count Three, and Counts Five and Six are merged into Count Seven.

The Court sentences Defendant to serve the following in the State Penal System:

Count Two (merged), pursuant to Senate Bill 201, a minimum term of eight (8) years to a maximum term of twelve (12) years, concurrent to thirty-six (36) months each for Count Three (merged) and Count Seven (merged), for a total aggregate of eight (8) years basic prison term. With the application of SB 201, the minimum term is eight (8) years years, with a maximum term of twelve (12) years.

Defendant is given credit for all jail time previously served, being one hundred and twenty-eight (128) days, plus all time served while awaiting transport to the State Penal System.

The Court found Defendant indigent and waived court costs.

Defendant shall pay restitution in the amount of \$2,325,395.12 to the Athens Metropolitan Housing Authority.

The Court orders the forfeiture of the real property as contained in the indictment, being real property located at 6630 Meadowbrook Road, Albany, Ohio 45710 with the spouse of the Defendant agreeing to forfeit his interest to the Athens County Prosecutor's Office as proceeds of criminal activity. The Court finds that the doctrine of Lis Pendens attached to the real property subject to forfeiture on February 15, 2023 when a corrupt activity lien was filed. Accordingly, the Court further orders that all liens and interests filed for record after February 15, 2023 and all pending actions are forever barred.

Defendant shall forfeit fifty percent (50%) of marital assets in bank accounts jointly held by Defendant and her spouse.

Defendant shall forfeit all bank accounts held solely by her.

Defendant shall forfeit all money contained in her OPERS account. Defendant shall complete any necessary paperwork. OPERS shall forward Defendant's entire account to the Athens County Clerk of Court, 1 S. Court Street, 4th Floor, Athens Ohio 45701.

Defendant shall forfeit all money contained in her Deferred Compensation Account. Defendant shall complete any necessary paperwork. The Ohio Public Employees Deferred Compensation Program (OPEDCP) shall forward Defendant's entire account to the Athens County Clerk of Court, 1 S. Court Street, 4th Floor, Athens Ohio 45701.

Defendant shall forfeit all tangible fruits of the crime obtained with money stolen.

Defendant is ordered to submit to a DNA specimen collection procedure

administered by the director of rehabilitation and correction.

The Court has also notified Defendant that post-release control is mandatory for three (3) years, as well as the consequences for violating conditions of post-release control imposed by the Parole Board under R.C. 2967.28. Defendant is ordered to serve as part of this sentence any term of post-release control imposed by the Parole Board, and any prison term for violation of that post-release control.

Defendant is notified that after prison release, if post-release control is imposed, for violating post-release control conditions, the adult parole authority or parole board may impose a more restrictive or longer control sanction, return defendant to prison for up to nine (9) months for each violation, up to a maximum of 50% of the stated term. If the violation is a new felony, defendant may receive a new prison term of the greater of one year or the time remaining on post-release control. Any new felony sentence shall be served consecutively to any post-release control prison sanction. Defendant was also informed that this sentence cannot be reduced for good time credit.

Indefinite term advisements pursuant to S.B. 201, effective March 22, 2019, the following advisements were provided:

- 1) There is a rebuttable presumption of release after serving the minimum term or presumptive early release date, whichever is earlier;
- 2) Ohio Department of Rehabilitation and Correction (ODRC) may rebut the presumption through an administrative hearing process and thereby maintain the offender's incarceration for reasonable period of duration up to the maximum term;
- 3) The criteria for ODRC to rebut the presumption and to maintain the offender's incarceration after serving the minimum term or presumptive early release date,

whichever is earlier, include the following: (1) During incarceration, the offender committed rule infractions that compromised a prison's security, compromised safety of staff or inmates, caused or threatened physical harm to staff or inmates, or committed a law violation that was not prosecuted, any infractions or violations which demonstrate the offender has not been rehabilitated, and/or that the offender's behavior demonstrates the offender continues to pose a threat to society; or (2) regardless of the classified security level at the time of the hearing, the offender had been placed in extended restrictive housing within the year preceding the hearing date; or (3) at the time of the hearing, the offender is classified by DRC as a security level three, four, five, or higher. If ODRC rebuts the presumption, ODRC may maintain the offender's incarceration in a state correctional institution under the sentence after the expiration of the minimum prison term or presumptive earned early release date for an additional reasonable period of incarceration determined by ODRC, not to exceed the maximum prison term. Also, ODRC may maintain the offender's incarceration more than one time up to the maximum term; and (4) ODRC shall release the offender on the expiration of the maximum term if the offender has not been released prior to the expiration of that term; (5) Except for "sexually oriented offenses," the Defendant may receive 5% to 15% earned reduction of minimum prison term (ERMPT) credit for "exceptional conduct or adjustment to incarceration" but there is no guarantee ODRC will request ERMPT will be granted by the trial judge, but the trial court may determine to rebut the presumption and not grant ERMPT.

It is further ordered that the Defendant shall reimburse the State of Ohio and Athens County for costs of processing, supervision, confinement, indigent attorney fees

and prosecution as authorized by law, including fees permitted pursuant to R.C. 2929.18(A)(4), R.C. 2929.36, et. Seq., and R.C. 2925.511. Any orders of restitution and reimbursement are lump sum judgments enforceable pursuant to law, including certificates of judgment. Defendant shall advise the Clerk of Courts if a payment is intended for restitution or the payment will be applied towards fine and costs first.

Defendant was advised of the right to appeal under Criminal Rule 32.

This is a final appealable order.

The Athens County Sheriff's Office shall transport Defendant to the State Penal System forthwith.

IT IS SO ORDERED.

Judge Daniel Hogan

Prepared and Submitted by:

KELLER J. BLACKBURN, 0080777
PROSECUTING ATTORNEY



By Merry M. Saunders, 0088383
Assistant Athens County Prosecutor

APPROVED:

Signature attached

By K. Robert Toy, 0011061
Attorney for Defendant

cc: SEORJ, VAP, ACSO-Transport, APA,
OPERS, 277 East Town Street, Columbus, Ohio 43215
OPEDCP, 257 East Town Street, Suite 457, Columbus, Ohio 43215

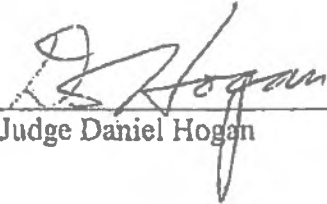
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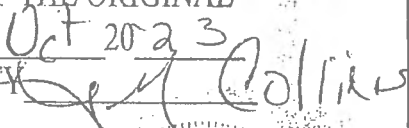
IT IS SO ORDERED.


Judge Daniel Hogan

Prepared and Submitted by:

KELLER J. BLACKBURN, 0080777
PROSECUTING ATTORNEY


By Merry M. Saunders, 0088383
Assistant Athens County Prosecutor

STATE OF OHIO, ATHENS COUNTY
I, THE UNDERSIGNED, HEREBY
CERTIFY THE FOREGOING AS A
TRUE COPY OF THE ORIGINAL
10 DAY OF Oct 20 23
CLERK/DEPUTY 

APPROVED:


By K. Robert Toy, 0011061
Attorney for Defendant



cc: SEORJ, VAP, ACSO-Transport, APA,
OPERS, 277 East Town Street, Columbus, Ohio 43215
OPEDCP, 257 East Town Street, Suite 457, Columbus, Ohio 43215

EXHIBIT A

Situated in the Township of Alexander, County of Athens, State of Ohio:

Situated in the east ½ of Lease Lot 2, Section 33, Town 8, Range 14, Alexander Township, Athens County OH and described as follows:

Commencing at the Northwest Corner of said Lease Lot 2; thence along the North line of said Lease Lot 2, South 85° 43' 31" East 3,030.06 feet to a found iron pin; thence South 04° 12' 04" West 503.51 feet to a set iron pin, thence North 89° 11' 53" East 298.81 feet to a set iron pin, THE TRUE POINT OF BEGINNING: thence South 83° 53' 14" East (passing a set iron pin at 529.67 feet) for a total distance of 552.33 feet to a point in the center of Athens County Road 19; thence along the said Athens County Road 19, South 15° 23' 10" West 59.28 feet to a point; thence along a curve to the left 298.23 feet to a point, said curve has a radius of 1,122.95 feet, a delta of 15° 13' and a chord which bears South 07° 46' 40" West 297.36 feet; thence South 00° 10' 10" West 301.27 feet to a point in the intersection of Athens County Road 70 and the south line of Lease Lot 2; thence along the said Lease Lot 2 North 86° 29' 49" West 532.40 feet to a point; thence leaving the said south line of Lease Lot 2 North 03° 17' 32" East (passing a set iron pin at 42.15 feet) for a total distance of 680.45 feet to the point of beginning containing 8.1417 acres and being part of a tract described in Volume 337, Page 143, of the Athens County Deed Records.

Parcel Number: B01-00100810-00

Property Address: 6630 Meadowbrook Road, Albany, OH 45710

Deed Reference: Volume 45, Page 424, Official Records of Athens County, Ohio.