

UNITED STATES BANKRUPTCY COURT, SOUTHERN DISTRICT OF NEW YORK;  
(at Manhattan)

[18 USC §§ 245(b)(2)(B), 664, 666, 1962][29 USC §§ 1131, 1132(h), 1140]  
[26 USC §§ 101(f)(3)(A), 267(b)(1)][42 U.S.C. §§ 1441, 3535(d), 4651(3), 7573]  
[Rule 36(a)]

In Re: Residential Capital, LLC., et al., And,) Case No. 12-bk-12020 (MG)  
In Re: GMAC, Mortgage Co., et al, ) Chapter 11 (Ch.11, Joint Admin. )  
Debtors ) (Related BR Case No.07-bk-57237, S.D., OHIO)  
) (Related BR Case No. 12-bk-12032, S.D., N.Y.)  
) JUDGE: GLENN, MARTIN  
UNITED STATES of America, Ex Rel., )  
Yvonne D. Lewis, et al., ) Adversary Case No.: 12-01731  
Plaintiffs/ Surplus Creditors ) (Related Case No. 12-bk-12020 (MG);  
Vs. ) 05-CV-7346 (03-CV-7478); 03-CV-10836;  
) 05-CV-4555; 03-CV-6954);(04-AP-469, 11-AP-  
GMAC, Mortgage Co., et al, ) 875, 10-AP-110, COA10th Dist., OHIO  
Defendants/ Bankrupt Debtor, )

**PLAINTIFF'S REQUEST FOR ADMISSIONS OF SPECIFIC DOCUMENTS AND FACTS**

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF OHIO;  
(at Columbus)

[18 USC §§ 245(b)(2)(B), 664, 666, 1962][29 USC §§ 1131, 1132(h), 1140]  
[26 USC §§ 101(f)(3)(A), 267(b)(1)][42 U.S.C. §§ 1441, 3535(d), 4651(3), 7573]

In Re: SIDNEY T. LEWIS, pro se, ) Case No. 2:07-bk-57237  
) (Ch.7 )  
Debtor ) (Related Bankr Case No. 2:05-bk-75111)  
)  
Social Security No.: xxx-xx-5959 ) JUDGE: HOFFMAN, JOHN, Jr.

In Re: Yvonne D. Lewis, ) Case No. 2:05-bk-75111  
) (Ch.7 )  
Debtor ) (Related Case No. 2:07-bk-57237)  
)



Social Security No.: xxx-xx-2390 ) JUDGE: HOFFMAN, JOHN, Jr.

IN THE UNITED STATES DISTRICT COURT, S. D. OF OHIO  
EASTERN DIVISION (at Columbus)

[18 USC §§ 245(b)(2)(B), 664, 666, 1962][29 USC §§ 1131, 1132(h), 1140]  
[26 USC §§ 101(f)(3)(A), 267(b)(1)][42 U.S.C. §§ 1441, 3535(d), 4651(3), 7573)]

UNITED STATES of America, Ex Rel., )  
Sidney T. Lewis, et al., ) Action No. 2:08-cv-1042  
Plaintiffs ) (Related Dist. Ct. Cases 2:08-cv-16; 2:96-cv-494;  
Vs. ) 2:09-cv-179);  
JUDGE: HOLSCHUH  
Larry McClatchey, et al., ) Magistrate Judge: KING  
Defendants

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA

[18 USC §§ 245(b)(2)(B), 664, 666, 1962][29 USC §§ 1131, 1132(h), 1140]  
[26 USC §§ 101(f)(3)(A), 267(b)(1)][42 U.S.C. §§ 1441, 3535(d), 4651(3), 7573)]

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FRIENDS OF THE EARTH, et al., )  
Plaintiff, ) Case: 1: 12-cv-00363  
Vs. )  
Assigned To: Jackson, Amy Berman, Judge  
UNITED STATES E.P.A. and )  
LISA JACKSON, Administrator, )  
Defendants. )

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IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF IOWA  
CENTRAL DIVISION

[18 USC §§ 245(b)(2)(B), 664, 666, 1962][29 USC §§ 1131, 1132(h), 1140]  
[26 USC §§ 101(f)(3)(A), 267(b)(1)][42 U.S.C. §§ 1441, 3535(d), 4651(3), 7573)]

SECURITIES AND EXCHANGE COMMISSION )

Plaintiff, )

vs. )

Case No. 4:10-cv-87

AMERICAN EQUITY INVESTMENT LIFE )

HOLDING COMPANY; )

DAVID J. NOBLE; and )

WENDY C. WAUGAMAN, )

Defendants. )

**UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF KENTUCKY;  
LOUISVILLE DIVISION**

[18 USC §§ 245(b)(2)(B), 664, 666, 1962][29 USC §§ 1131, 1132(h), 1140]  
[26 USC §§ 101(f)(3)(A), 267(b)(1)][42 U.S.C. §§ 1441, 3535(d), 4651(3), 7573]

BEVERLY S. MALONE, Living Trust Beneficiary, )

Plaintiff, )

Case No. 3:01-CV-259(H)

vs. )

JUDGE: JOHN HEYBURN

AMERICAN EQUITY INVESTMENT LIFE )

HOLDING COMPANY ("AEL") et al., and )

ADDISON INSURANCE MARKETING (AIM) )

Defendants. )

**UNITED STATES SUPREME COURT**

Charles STRUBE, et al., Living Trust Matters, ) 11th Cir. No. 06-35, Certiorari denied.

Beverly MALONE, Living Trust Matters, ) No. 05-13014 / No. 05-11461

Appellant, ) Removed USDC, M.D., FL, case # 01-cv-1236

vs. )

[26 USC §§ 401(a), 4975(e)]

Reported below: 158 Fed. Appx. 198.

AMERICAN EQUITY ("AEL"), et al., )

Appellee. )

**UNITED STATES COURT OF APPEALS FOR THE ELEVENTH CIRCUIT; AT FL.**

[18 USC §§ 245(b)(2)(B), 664, 666, 1962][29 USC §§ 1131, 1132(h), 1140]

[26 USC §§ 101(f)(3)(A), 267(b)(1)][42 U.S.C. §§ 1441, 3535(d), 4651(3), 7573)]

Charles STRUBE, et al., Living Trust Matters,)	No. 05-11461 Non-Argument Calendar;
Beverly MALONE, Living Trust Beneficiary,)	No. 05-13014 Non-Argument Calendar
Plaintiffs/Appellants,	) Removed from case nos. 6:01-cv-1236 and
	) 3:01-CV-259(H); [26 USC §§ 401(a), 4975(e)]
vs.	)
	) Before ANDERSON, BLACK and PRYOR,
AMERICAN EQUITY ("AEL"), et al.,	) Circuit Judges.
Defendants/Appellees.	)

**PLAINTIFF'S REQUEST FOR ADMISSIONS OF SPECIFIC DOCUMENTS AND FACTS**

To: GMAC, Mortgage Co.,

Plaintiff Yvonne D. Lewis requests defendant GMAC, Mortgage Co., to make the following admissions for the purpose of this Adversary action only, within 30 days or before the Status Conference in case no. 12-01731 after service of this request.

1. Each of the following documents, exhibited with this request, is genuine.
  - a. An Assignment agreement, dated **OCTOBER 4, 2001**, signed by Michelle K. Pillion, Asst. Vice President of the **HUNTINGTON MORTGAGE COMPANY**, purporting to act for the **HUNTINGTON MORTGAGE COMPANY**. (See: Exhibit 1)
  - b. A Mortgage dated **MARCH 9, 2001**, as a *Fannie Mae*/Freddie Mac Uniform Instrument prepared by Brenda McNulty of the **HUNTINGTON MORTGAGE COMPANY** executed by Yvonne D. Lewis a/k/a Yvonne D. Webb-Lewis and Sidney T. Lewis, Husband and Wife, and bearing the typewritten signature of Brenda McNulty. (See: Exhibit 2)
  - c. An Assignment of Real Estate Mortgage dated 11/1/2000 and recorded **JANUARY 3, 2001**, as a *Ginnie Mae*/FHA Uniform Instrument prepared by BayView Production Group Portfolio Service of the **SANTA ANA, CA.** and executed by Robert Zerten Vice President of **CHASE MORTGAGE COMPANY**, an Ohio Corporation, f/k/a Chemical Mortgage Company, **ASSIGNEE**, executed by Ronald L. Moore, By Yvonne D. Moore, his Attorney-In-Fact, and Yvonne D. Moore, Husband and Wife Both Being Over 18 years of age, **ASSIGNEES**, hereby grants, conveys, assigns and transfers all beneficial interest under that certain mortgage dated 9-30-75, to CitiCorp Mortgage, Inc. f/k/a Source One, **ASSIGNOR**, and to **THIRD-PARTY INVESTOR, GNMA** for Investor Pool No: X00008225. (See: Exhibit 3)

d. A 1992 Permanent Avigation Noise/Air Pollution Subdivision Easement dated 4/20/1992 and recorded **SEPTEMBER 2, 1992**, as a **FAA/U.S. DOT** federal program for Lot No. 17 in the Argyle Park Subdivision as prepared by Federal Statutory Authorities under 49 U.S.C. §§ 106(g), 40113, 44715, 47101, 47501-475 04; and 42 U.S.C. §§ 4901, 4903, 7573, 7571(a)(2)(A); and 14 CFR §§ 150, Appendix B to Part 150 - Noise Compatibility Programs to encumber that certain mortgage deed dated 9-30-75 executed by Ronald L. Moore, By Yvonne D. Moore, his Attorney-In-Fact, and Yvonne D. Moore, Husband and Wife Both Being Over 18 years of age.

(See and Compare: Exhibit 4; Compared To: Exhibit 3)

2. Each of the following statements is true.


a. A statement contained in the Assignment of Real Estate Mortgage dated **JANUARY 3, 2001** that **CHASE MORTGAGE COMPANY**, as **ASSIGNEE**, under that certain mortgage dated 9-30-75, executed by Ronald L. Moore, By Yvonne D. Moore, his Attorney-In-Fact, and Yvonne D. Moore, Husband and Wife Both Being Over 18 years of age, **ASSIGNEES** granted, conveyed, assigned and transferred all beneficial interest to CitiCorp Mortgage, Inc. and **THIRD-PARTY INVESTOR, GNMA** for Investor Pool No: X00008225 described above, dated 11/1/2000 and recorded JANUARY 3, 2001, to the effect that defendant GMAC, Mortgage Co., had not received from plaintiff Yvonne D. Lewis, on or after April 20, 1992 all beneficial interest under that certain mortgage deed recorded 9-30-75 by virtue of the 1992 permanent aviation noise/air pollution subdivision easement. (Exhibit 4)

b. A "Disclosure Statement Requirement" for "Noise, Air Pollution" contained in the 1992 Permanent Avigation Noise/Air Pollution Subdivision Easement dated 4/20/1992, at pg. 4, as described by the FAA's Disclosure Statement Requirements set forth in Vol. 63 Fed. Reg. 16413 to the effect that defendant GMAC found it as a partial acquisition (preemption) under the FAA the statutory scheme under 49 U.S.C. §§ 106(g), 40113, 44715, 47101, 47501-475 04; and 42 U.S.C. §§ 4901, 4903, 7573, 7571(a)(2)(A); and 14 CFR PART § 150.

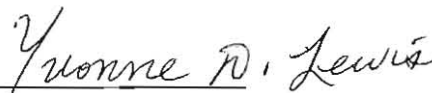
(See and Compare: Exhibit 4, at pg. 4, "\*\*\*Noise, Air Pollution\*\*\*"; Compared To: Vol. 63 Fed. Reg. 16413)

Respectfully submitted,

Dated: August 22, 2012.

  
Sidney T. Lewis, pro se  
1875 Alvason Avenue  
Columbus, Ohio 43219  
(614) 940-3306

Dated: August 22, 2012.

  
Yvonne D. Lewis, pro se  
1875 Alvason Avenue  
Columbus, Ohio 43219  
(614) 940-3306

E X H I B I T 1

Instr: 20011140262914 11/14/2001  
Pages: 1 F: \$16.00 9:41PM  
Robert G. Montgomery 720810153283  
Franklin County Recorder MEPHUNTING

### ASSIGNMENT OF MORTGAGE

LOAN NO. 372812-8  
Purchaser Loan Number: 307192889

Investor Loan Number: 1676531514  
Pool Number: 573191

This Instrument by and between The Huntington Mortgage Company an Ohio Corporation, ("Assignor"), 7575 Huntington Park Drive, Columbus, Ohio 43235, hereinafter referred to as Assignor and GMAC Mortgage Corporation, 3451 Hammond Ave., Waterloo, IA 50702 its successors and assigns, hereinafter referred to as Assignee,

#### WITNESSETH:

That for value received, the Assignor does hereby sell, assign, transfer and set over unto the said Assignee, its successors and assigns, all its right, title and interests in and to the following described mortgages together with the notes and indebtedness respectively secured thereby, said mortgages having been duly recorded in the office of the Recorder of FRANKLIN County, State of Ohio as follows:

NAME OF MORTGAGOR

RECORDING DATA OF MORTGAGE  
(DOCUMENT NO. OR VOL. & PAGE)

YVONNE D. LEWIS.

DOCUMENT # 200103200055720  
BOOK  
PAGE

#### Legal Description:

SITUATED IN THE COUNTY OF FRANKLIN, IN THE STATE OF OHIO AND IN THE CITY OF COLUMBUS:

BEING LOT NUMBER SEVENTEEN (17) OF ARGYLE PARK SUBDIVISION, AS THE SAME IS NUMBERED AND DELINEATED UPON THE RECORDED PLAT THEREOF, OF RECORD IN PLAT BOOK 36, PAGE 6, RECORDER'S OFFICE, FRANKLIN COUNTY, OHIO.

#### Parcel #

Witness the signature of the Assignor the 4th day of October 2001 by its Asst. Vice President, duly authorized.



Mike Gillen



Pam Williams

  
The Huntington Mortgage Company

BY: Michelle K. Pillion  
Asst. Vice President

STATE OF OHIO  
COUNTY OF FRANKLIN

The foregoing instrument was acknowledged before me a Notary for said county and state, by Michelle K. Pillion, Asst. Vice President, Signature on behalf of The Huntington Mortgage Company under authority duly invested in said officer, on the 4th day of October 2001.

This instrument was prepared by MICHELLE K. PILLION

The Huntington Mortgage Company

7575 Huntington Park Drive  
Columbus, Ohio 43235



  
NOTARY PUBLIC

D. HALPIN  
Notary Public, State of Ohio  
Commission Expires 08-10-05



This is to certify that the foregoing is a true and correct copy of  
a Assignment on record in Records Office, Franklin County,  
Ohio, Instrument # 20011110262914..... in testimony  
whereof I have hereunto subscribed my name and affixed my  
official seal this 17 day of July 20 12.....

Daphne Hawk, Recorder  
By Eric Johnson Deputy



E X HIBIT 2

Return To:  
The Huntington Mortgage Company  
7575 Huntington Park Drive  
Columbus, Ohio 43235  
ATTN: POST CLOSING - HM1325

Return to  
Huntington Title Services  
37 South High Street  
Canal Winchester, Ohio 43110

Instr: 200103200055720 03/20/2001  
Pages: 15 Fee: \$66.00 9:28AM  
Robert G. Montgomery T20010036275  
Franklin County Recorder MEPHUNTING

[Space Above This Line For Recording Data]

## MORTGAGE

### DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated **March 9, 2001** together with all Riders to this document.

(B) "Borrower" is  
**YVONNE D. LEWIS† AND \*aka Yvonne D. Webb-Lewis**  
**SIDNEY T. LEWIS, HUSBAND AND WIFE**

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is

**The Huntington Mortgage Company, "An Ohio Corporation"**

Lender is a **Corporation**

organized and existing under the laws of **The State of Ohio**

**372812-8**

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

Form 3036 1/01

VMP-8(OH) (0005)

Page 1 of 15

Initials: *YDL SL*

VMP MORTGAGE FORMS - (800)521-7201



HL 01020272

Lender's address is

7575 Huntington Park Drive, Columbus, Ohio 43235

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated March 9, 2001

The Note states that Borrower owes Lender

Sixty-Three Thousand, Four Hundred Dollars  
(U.S. \$ 63,400.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic

Payments and to pay the debt in full not later than April 1, 2016

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

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

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

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

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

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

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

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

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

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

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

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

372812-8

U2AP-6(OH) (0005)

Page 2 of 15

Initials: ydl

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Form 3036 1/01

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

**TRANSFER OF RIGHTS IN THE PROPERTY**

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

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

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

Being Lot Number Seventeen (17) of ARGYLE PARK SUBDIVISION, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 36, page 6, Recorder's Office, Franklin County, Ohio.

Parcel ID Number: **010-138633**  
**1875 ALVASON AVENUE**  
**COLUMBUS**

which currently has the address of

[Street]

[City], Ohio **43219**

[Zip Code]

("Property Address"):

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

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

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

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

**1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this

Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

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

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

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

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of

372812-8

UW-8(OH) (0005)

Page 4 of 15

Initials: *YAL*

*SL*

Form 3038 1/01

Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

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

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

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

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

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

372812-8

UAMP-6(OH) (0005)

Page 5 of 15

Initials: *ydl*

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Form 3036 1/01

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

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

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

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

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

372812-8

UHP-6(OH) (0005)

Page 8 of 15

Initials: ydl

SL  
Form 3038 1/01

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

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

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

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

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

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the

372812-8

U.S. - 8(OH) (0000)

Page 7 of 15

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Form 3036 1/01



Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

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

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

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

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

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

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

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

372812-8

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

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

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

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

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

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

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

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

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy

372812-8

UHP-5(OH) (0005)

Page 9 of 15

Initials: *Ydl*

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Form 3036 1/01

including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

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

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

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

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

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

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

372812-8

AMP-8(OH) (0005)

Page 10 of 15

Initials: ydl

SL

Form 3036 1/01

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

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

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

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

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

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

20. **Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other

372812-8

 -8(OH) (0005)

Page 11 of 15

Initials: *ydl* *SL*

Form 3036 1/01

than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

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

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

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


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

372812-8

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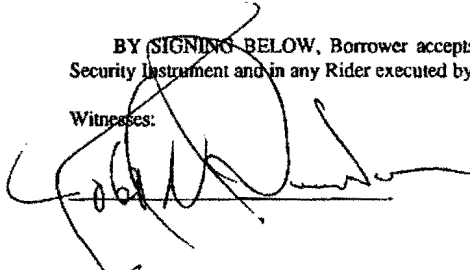
Page 12 of 15


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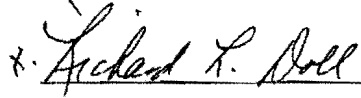
 Form 3036 1/01

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

Witnesses:



  
YVONNE D. LEWIS (Seal)  
aka Yvonne D. Webb-Lewis -Borrower

\* 

  
SIDNEY T. LEWIS (Seal)  
-Borrower

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(Seal)  
-Borrower

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-Borrower

\* No Riders

372812-8

 -8(OH) (0005)

Page 14 of 15

Form 3038 1/01

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

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

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

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

372812-8

UAB-6(OH) (0005)

Page 13 of 15

Initials: *ydl*

Form 3038 1/01

STATE OF OHIO,

Franklin


County ss:

On this 9th day of March, 2001, before me, a Notary Public in  
and for said County and State, personally appeared  
YVONNE D. LEWIS; AND \*aka Yvonne D. Webb-Lewis  
SIDNEY T. LEWIS, HUSBAND AND WIFE

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

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

My Commission Expires:

  
Notary Public

LUCAS W. HUNTER  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES 04-20-04

This instrument was prepared by  
BRENDA MCNULTY  
The Huntington Mortgage Company

372812-8

-6(OH) (0005)

Page 15 of 15

Initials: \_\_\_\_\_

Form 3036 1/01



EXHIBIT 3

**OHIO**

COUNTY OF FRANKLIN  
LOAN NO 1: 4002455385  
LOAN NO 2: 002455384  
INVESTOR: 01637  
POOL NO: X00008225  
INVESTOR TYPE: GNMA

**WHEN RECORDED MAIL TO:**

BayView Portfolio Services, Inc.  
3631 S. Harbor Blvd., Suite 200  
PO BOX 25079  
Santa Ana, CA 92704-6951

Prepared By Production Group

Inst: 20081000001166 9/30/75  
Page: 1 Fee: \$18.00 7:41PM  
Robert G. Montgomery T200100000000  
Franklin County Recorder NEBBAYVIEW

**Assignment of Real Estate Mortgage**

FOR VALUE RECEIVED, the undersigned as Mortgagee ("ASSIGNOR"), hereby grants, conveys, assigns and transfers to

CITICORP MORTGAGE, INC., A DELAWARE CORPORATION

27555 FARMINGTON ROAD, FARMINGTON HILLS, MI 48334-3357

("Assignee") all beneficial interest under that certain mortgage dated

9/30/75

executed by

RONALD L. MOORE, BY YVONNE D. MOORE, HIS ATTORNEY-IN-FACT, AND YVONNE D. MOORE, HUSBAND AND WIFE, BOTH  
BEING OVER 18 YEARS OF AGE.

Mortgagor, to

CENTRAL SAVINGS AND LOAN COMPANY

recorded as Instrument No. on 10/8/75 in Book Mortgage, and  
Page 21, Micro Film 3553  
FRANKLIN County, Ohio as described in said mortgage.

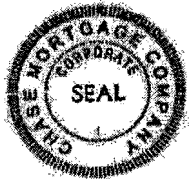
PIN: 10-136633

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

Dated: 11/1/00

CHASE MORTGAGE COMPANY, AN OHIO CORPORATION, F/K/A  
CHEMICAL MORTGAGE COMPANY

3415 VISION DRIVE, COLUMBUS, OH 43219



By   
ROBERT ZIERSTEN  
VICE PRESIDENT

STATE OF CALIFORNIA )

COUNTY OF ORANGE ) SS )

On 11/1/00 before me, MONICA LADZINSKI personally appeared  
ROBERT ZIERSTEN, VICE PRESIDENT,

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s)  
is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/ her/their signature(s) on the instrument the person(s) or the  
entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

NOTARY PUBLIC

MONICA LADZINSKI

My commission expires 8/18/02

This instrument was prepared by: Production Group, BayView PS.  
3631 S. Harbor Blvd., Suite 200, Santa Ana, CA 92704

EXHIBIT

00008103219



EXHIBIT 4

20318F14

ATTACHMENT B  
Avigation Easement

137475

TIME 10:20A  
RECORDER FRANKLIN CO., OHIO

SEP 2 1992

~~HOMEOWNER PARTICIPATION AGREEMENT~~  
RESIDENTIAL SOUND INSULATION PROGRAM  
Port Columbus International Airport

RICHARD B. METCALF, RECORDER

RECORDER'S FEE

18<sup>00</sup>

This easement is conveyed from YVONNE DECAROL WEBB,  
hereinafter called "Grantor", to the Columbus Municipal Airport  
Authority of Columbus, Ohio, hereinafter called the "Grantee".  
This easement is entered into this 20<sup>th</sup> day of APRIL,  
1992.

Grantor is the owner of land and improvements thereto located at  
1875 ALVISON AVE., COLUMBUS, of the State of Ohio, and  
described as follows:

DESCRIPTION

Being Lot Number Seventeen (17) of Argyle Park Subdivision, as  
the same is numbered and delineated upon the recorded plat  
thereof, of record in Plat Book 36, page 6, Recorder's Office,  
Franklin County, Ohio.

The Grantee is the proprietor of the Port Columbus International  
Airport.

TRANSFER  
NOT NECESSARY

SEP 2 1992

JOSEPH W. TESTA  
AUDITOR  
FRANKLIN COUNTY, OHIO

CONVEYANCE TAX  
EXEMPT

JOSEPH W. TESTA

MAILED  
ENVELOPE FURNISHED

20318F15

ATTACHMENT B (continued)  
Avigation Easement

HOMEOWNER PARTICIPATION AGREEMENT  
RESIDENTIAL SOUND INSULATION PROGRAM  
Port Columbus International Airport

WHEREAS, The Property is subject to existing or forecast aircraft noise levels of 65 Ldn or higher, is subject to frequent aircraft overflights, and is subject to occasionally loud aircraft noise associated with takeoff and landing; and

WHEREAS, Grantor has been advised that the Property is located in a noise-impacted area (65 Ldn or higher); and

WHEREAS, Grantor acknowledges that the approximate aircraft flight path in relation to the Property is as shown on the "1991 Noise Exposure Map from the Part 150 Noise Compatibility Program" which is attached hereto and marked Exhibit A; and

WHEREAS, Grantee intends to sound insulate the Property to meet Federal Aviation Administration (FAA) guidelines for Part 150 Noise Mitigation Programs;

NOW, THEREFORE, in consideration of the foregoing, Grantor does hereby grant a permanent avigation easement and right of way for noise to the Columbus Municipal Airport Authority, owner and operator of Port Columbus International Airport in all airspace extending from the surface of the property to an infinite height above the Property.

Grantor further agrees that no structures exceeding 50 feet in height (as measured from ground level) shall be constructed on the Property and no other improvements, fixtures or structures in excess of 50 feet in height (as measured from ground level) shall be permitted to be located or remain on the Property. Grantor further grants to the Columbus Municipal Airport Authority the right to trim any trees or other vegetation which exceed 50 feet in height (as measured from

20318F16

ATTACHMENT B (continued)  
Avigation Easement

HOMEOWNER PARTICIPATION AGREEMENT  
RESIDENTIAL SOUND INSULATION PROGRAM  
Port Columbus International Airport

ground level), at no cost or expense to Grantor. By virtue of this Agreement, the Grantor, for and on behalf of itself and its successors and assigns, waives as to the Columbus Municipal Airport Authority, and any successor agency legally authorized to operate said airport, but only to said Columbus Municipal Airport Authority and said successor agencies, any and all claims for damage of any kind.

Grantor hereby grants to Grantee all that certain avigation easement over and above the Property hereinafter described for the use and benefit of the Grantee, its successors and assigns, for the use and benefit of the public, as an easement and right-of-way appurtenant to the Port Columbus International Airport, for the unobstructed passage of all aircraft, ("aircraft" being defined for the purpose of this easement as any contrivance now known or hereinafter invented, used or designed for navigation or flight in the air by whomsoever owned and operated), which easement is bounded and described as follows, to wit:

Grantor shall not permit or create any electrical interference with radio communication between any installation at Port Columbus International Airport and aircraft, and shall not make it difficult for flyers to distinguish between airport lights and others, and shall not impair visibility in the vicinity of the airport or otherwise to endanger landing, taking off or maneuvering of aircraft, it being understood and agreed that all of the aforementioned covenants and agreements contained shall run with the land.

The Grantor, for and on behalf of itself and its successors and assigns, does further hereby covenant and agree with the Columbus Municipal Airport Authority that it will not, from and after the effective date hereof, sue, prosecute, molest or trouble the Columbus Municipal

20318F17

ATTACHMENT B (continued)

Avigation Easement

HOMEOWNER PARTICIPATION AGREEMENT  
RESIDENTIAL SOUND INSULATION PROGRAM  
Port Columbus International Airport

Airport Authority in respect to or on account of the flight of any and all aircraft over or near the Property or for any effects resulting therefrom, including, but not limited to, noise, air pollution, or any and all other possible damages (except damage resulting from negligent operation of the airport) to or taking of the Property resulting from such flights.

This easement and non-suit covenant is granted solely to the Columbus Municipal Airport Authority and any successor agency (but only in their capacities as airport operators) and does not grant any right to private persons or entities, and no such persons or entities shall be the direct or indirect beneficiary of this easement and non-suit covenant.

Said easement and right of way, and all rights appertaining thereunto, to the Columbus Municipal Airport Authority, its successors and assigns, shall remain in effect until said Port Columbus International Airport shall be abandoned and shall cease to be used for public airport purposes.

Grantor covenants that Grantor is the owner in fee simple of the Premises, and that at the time of signing this avigation easement, Grantor has full ownership rights and powers to convey this easement free and clear from all other grants, bargains, sales, liens, taxes, assessments and encumbrances of whatever kind or nature, and Grantor covenants with the Grantee, its successors, and assigns, to warrant and forever defend against all and every person or persons claiming any right or title adverse to the easement herein granted.

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ATTACHMENT B (continued)  
Avigation Easement

HOMEOWNER PARTICIPATION AGREEMENT  
RESIDENTIAL SOUND INSULATION PROGRAM  
Port Columbus International Airport

IN WITNESS WHEREOF, the said Grantor has caused this Avigation Easement to be executed  
this 20<sup>TH</sup> day of APRIL, 1992.

WITNESS(ES):

Tiffany R. Parker  
Anthony C. Sacoloni

GRANTOR(S):

Yvonne D. Webb  
\_\_\_\_\_



20318F19

ATTACHMENT B (continued)  
Avigation Easement

HOMEOWNER PARTICIPATION AGREEMENT  
RESIDENTIAL SOUND INSULATION PROGRAM  
Port Columbus International Airport

STATE OF OHIO )  
 )  
 ) ss.:  
COUNTY OF FRANKLIN )

On this 20<sup>TH</sup> day of APRIL, 1992, before me the undersigned Notary Public in and for the State of OHIO, duly commissioned and sworn, personally appeared YVONNE D. WEBB and \_\_\_\_\_, to me known to be the individual(s) described in and who executed the within instrument and acknowledged that he/she/they signed and sealed the same as his/her/their free and voluntary act and deed for the uses and purposes herein mentioned.

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

Notary Public in and for the  
State of OHIO  
residing at WORTHINGTON

My Commission Expires On: NO EXPIRATION

Rod Courtney Borden

ROD COURTNEY BORDEN  
ATTORNEY AT LAW  
NOTARY PUBLIC - STATE OF OHIO  
LIFETIME COMMISSION

CERTIFICATE OF RESIDENCE

I, (we) Yvonne D. Webb, do hereby certify that grantor's precise residence is,  
1825 ALVASON AVENUE. Dated this 20<sup>th</sup> day of April, 1992.

GRANTOR(S):

Yvonne D. Webb

