

## LIEN SEARCH PRODUCT COVER SHEET

			ORI	DER INFO	RMATION			
FILE/ORDER N	UMBER:	LL-FBR-	-02826		PROD	UCT NAME:	LIEN SI	EARCH REPORT
BORROWER NAME(S) GLENN N		N JONES	AND CHR	ISTI A JON	IES			
PROPERTY AD	DRESS:	1516 BO	N AIR CIF	RCLE				
CITY, STATE A	ND COUNTY:	SIDNEY	, OHIO (O	H) AND S	HELBY			
,					RMATION			
SEARCH DATE	:	08/20/20	25		EFFE	CTIVE DATE:	08/21/20	)25
NAME(S) SEAR		JONES (						
` '		CHRIST	INA JONE	ES				
		CHRIST	I JONES					
ADDRESS/PAR	CEL	1516 BO	N AIR CIF	RCLE, SID	NEY, OH 4	5365/01-19301	04.001 AN	D 01-1930104.005
SEARCHED:								
			ASSES	SMENT IN	FORMATI	ON		
COMMENTS:								
	<u>.                                      </u>		CURRI	ENT OWN	ER VESTIN	NG		
GLENN N. JONI	ES AND CHRISTI	NA A. JC	NES, HUS	SBAND AN	ND WIFE, I	FOR THEIR JO	INT LIVES	S, REMAINDER TO
THE SURVIVO								
COMMENTS:				-				
				VESTING	DEED			
DEED TYPE:	SURVIVORSHII	P DEED		GRANTO		ERIC P. WEI	LSH AND I	MELISSA A. WELSH,
						HUSBAND A		
DATED	03/22/2019			GRANTE	EE:	GLENN N. J	ONES ANI	O CHRISTINA A.
DATE:								D WIFE, FOR THEIR
								NDER TO THE
						SURVIVOR	OF THEM	
BOOK/PAGE:	2164/104	2164/104		RECORDED		03/25/2019		
				DATE:				
INSTRUMENT	201900001374							
NO:								
COMMENTS:								
			CURREN	T TAXES -	- 01-193010	4.001		
FIRST INSTALL	LMENT				SECON	D INSTALLM	ENT	
TAX YEAR:			2024	2024 TAX Y			2024	
TAX AMOUNT:			\$1,464.64			MOUNT:	\$1,46	
TAX STATUS:			PAID			TAX STATUS:		
DUE DATE:			17111		DUE DA		PAII	<u></u>
DELINQUENT I	DATE:					QUENT DATE:		
DELIT QUEITI			CUDDEN	Т ТАУЕС	- 01-193010		•	
			CURREN	T TAXES -				
FIRST INSTALL	LMENT				SECON	D INSTALLM	ENT	
TAX YEAR:			2024		TAX YI	EAR:	2024	
TAX AMOUNT:			\$30.64		TAX AMOUNT:		\$30.6	54
TAX STATUS: PAID		PAID	TAX STAT		TATUS:	PAII	)	
DUE DATE:			DUE DATE:					
DELINQUENT DATE:				DELING	QUENT DATE	:		
			V	OLUNTAR	Y LIENS			
						Г		
DOC NAME		MORT		JKII I IINS	TRUMENT		\$209,000.0	)O
					AMOUNT			
DATED DATE:	NO.	04/27/2			RECORD!		05/01/2020	J
INSTRUMENT I			0002333				2219/143	
OPEN/CLOSED:		CLOSI	ED-END		SUBJECT		YES	
(YES/NO):								

BORROWER:	GLENN N JONES AND CHRISTINA A JONES, HUSBAND AND WIFE		
LENDER:	MUTUAL FEDERAL, A DIVISION OF FIRST BANK RICHMOND		
TRUSTEE:	N/A		
COMMENTS:			
	SECURITY IN:	STRUMENT	
DOC NAME	OPEN-END	AMOUNT:	
	MORTGAGE (WITH		\$30,000.00
	FUTURE ADVANCE		\$30,000.00
	CLAUSE)		
DATED DATE:	02/15/2023	RECORDED DATE	02/21/2023
INSTRUMENT NO:	202300725	BOOK/PAGE:	2313/2308
OPEN/CLOSED:	OPEN-END	SUBJECT LIEN	YES
		(YES/NO):	
BORROWER:	GLENN N JONES AND CHRISTINA A JONES, HUSBAND AND WIFE		
LENDER:	MUTUAL FEDERAL, A DIVISION OF FIRST BANK RICHMOND		
TRUSTEE:	N/A		
COMMENTS:			

### FOR PREAMBLE

CITY/TOWNSHIP/PARISH: CITY OF SIDNEY

## ADDITIONAL NOTES

AGREEMENT FOR TRANSFER OF A BUILDING SEWER IN THE RIGHT OF WAY RECORDED ON 01/04/2022 BOOK 2306 PAGE 3379 AS INSTRUMENT NO. 202200066.

#### LEGAL DESCRIPTION

SITUATE IN THE CITY OF SIDNEY, COUNTY OF SHELBY AND STATE OF OHIO:

INLOT NUMBER ONE HUNDRED THIRTEEN (113) IN BON AIR CIRCLE ADDITION TO THE CITY OF SIDNEY AS SHOWN BY PLAT RECORDED IN LARGE PLAT RECORD NUMBER THREE, PAGE 13. ALSO, INTLOT NUMBER ONE HUNDRED TWELVE (112) IN SAID BON AIR CIRCLE ADDITION, EXCEPTING THAT PORTION THEREOF CONVEYED BY DEED RECORDED IN VOLUME 130, PAGE 85, OF THE DEED RECORDS OF SHELBY COUNTY, OHIO DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING AT THE SOUTHWEST CORNER OF SAID INTLOT;

THENCE ALONG THE WEST SIDE OF SAID INLOT A DISTANCE OF THIRTY-FIVE (35) FEET;

THENCE IN AN EASTERLY DIRECTION TO A POINT IN THE EAST LINE OF SAID INLOT SITUATED FIFTEEN (15) FEET FROM THE SOUTHEAST CORNER OF SAID INLOT;

THENCE IN A SOUTHERLY DIRECTION WITH THE EAST LINE OF SAID INLOT A DISTANCE OF FIFTEEN (15) FEET TO THE SOUTHEAST CORNER OF SAID INLOT;

THENCE IN A WESTERLY DIRECTION ALONG THE SOUTH LINE OF SAID INLOT TO THE PLACE OF BEGINNING.

# **AMY L. BERNING**

# Shelby County Auditor | Shelby County, Ohio

parcel, owner, or address

Home Search Delinquent List Map Ballot Levy Property Data Downloads Important Links

Calculators Reports

6

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2024

**Summary** 

Tax

**Transfers** 

Surveys

6 History

**Payment History** 47

**Value History** 

**CAUV Soil Breakdown** 

1 Land

**Commercial Buildings** 

**Dwellings** 

**Other Improvements** 

1 Sketch

**Levy Distribution** 

**Tax Estimator** 

Map this Parcel

**Tax Card** 



**Parcel Number** 

01-1930104.001

**Legal Description** 

LOT 113 WHOLE BON AIR CIRCLE CITY OF SIDNEY 020-19-30-104-001

Location 1516 BON AIR CIR **SIDNEY OH 45365** 

**Owner** 

181

Acres 0.0000

JONES GLENN N & CHRISTINA A

Property

**Tax District** 

01-CLINTON TWP SIDNEY CORP SIDNEY SD SAD

SFD

**School District** 

SIDNEY CSD

Neighborhood

00106-JOHNSTON ANNEX & BON AIR ADDN

ZONE

**Subdivision** 

**Map Number** 

**Routing Number** 

**Bankruptcy** 

**Foreclosure** 

No

No

**County Foreclosure** 

**Sheriff Sale** No

**Certified Delinquent Year** 

Deed

**Legal Description** 

LOT 113 WHOLE BON AIR CIRCLE CITY OF SIDNEY

020-19-30-104-001

Acres

0.0000

Survey Volume / Page

-- / --

Date Sold

**Sales Amount** 

03/25/2019 220,000.00

**Volume / Page** 2164 / 104

Owner

## Contact

JONES GLENN N & CHRISTINA A 1516 BON AIR CIR SIDNEY OH 45365

## **Owner Name**

GLENN N JONES & CHRISTINA A JONES

Taxpayer

## Contact

JONES GLENN N & CHRISTINA A 1516 BON AIR CIR SIDNEY OH 45365

Values

## **Land Use**

510-SINGLE FAMILY DWELLING

<u>Tentative Values Available</u>

## **Enrolled Programs**

**Owner Occupancy** 

	Appraised	Assessed
Land	45,020	15,760
Improvement	193,130	67,600
Total	238,150	83,360
CAUV (N)	0	0
Homestead (N)	0	0
Owner Occupancy (Y)	237,220	83,030
Taxable	238,150	83,360

Current Charges

 Full Rate (1)
 Effective Rate (1)
 Qualifying Rate (1)

 61.400000
 39.334104
 37.929675

	Prior	First	Second
Тах	0.00	1,442.01	1,442.01
Special	0.00	22.63	22.62
Total	0.00	1,464.64	1,464.63
Paid	0.00	1,464.64	1,464.63
Due	0.00	0.00	0.00

Adding on? <u>Try our tax estimator.</u>

2025 Upcoming Charges

Туре	Description	Amount
Special Assessments	081 SIDNEY LIGHTING-01-16	44.25
Special Assessments	464 MIAMI CONSERVANCY DIST	1.00

Email
RealEstate@shelbycountyauditors.com
Phone
937-498-7202

**Important Links** 

County's Website
Auditor's Website
Treasurer's Website
Recorder's Website

Last Updated: 08/20/2025 10:00

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# **AMY L. BERNING**

# Shelby County Auditor | Shelby County, Ohio

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2024

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**Back to Search Results** 

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**Value History** 

**CAUV Soil Breakdown** 

Land

**Commercial Buildings** 

Dwellings

**Other Improvements** 

Sketch

**Levy Distribution** 

**Tax Estimator** 

Map this Parcel

Tax Card

**Parcel Number** 

01-1930104.005

**Legal Description** 

LOT 112 N PT BON AIR CIRCLE CITY OF SIDNEY

020-19-30-104-005

Location

**BON AIR CIR SIDNEY OH 45365** 

**Owner** JONES GLENN N & CHRISTINA A

181

Acres 0.0000

Property

**Tax District** 

01-CLINTON TWP SIDNEY CORP SIDNEY SD SAD

SFD

Neighborhood

00106-JOHNSTON ANNEX & BON AIR ADDN ZONE

Map Number

**Bankruptcy** 

No

**County Foreclosure** 

**Certified Delinquent Year** 

**School District** 

SIDNEY CSD

**Subdivision** 

**Routing Number** 

**Foreclosure** 

No

**Sheriff Sale** 

No

Deed

**Legal Description** 

LOT 112 N PT BON AIR CIRCLE CITY OF SIDNEY

020-19-30-104-005

**Acres** 

0.0000

**Date Sold** 03/25/2019 **Sales Amount** 

Survey Volume / Page

220,000.00

-- / --

Volume / Page 2164 / 104

Owner

Contact

JONES GLENN N & CHRISTINA A 1516 BON AIR CIR SIDNEY OH 45365

**Owner Name** 

**GLENN N JONES & CHRISTINA A JONES** 

Taxpayer

Contact

JONES GLENN N & CHRISTINA A 1516 BON AIR CIR SIDNEY OH 45365

https://realestate.shelbycountyauditors.com/RealEstate/Summary?property\_Id=8125&rowNumber=2

Values

## **Land Use**

500-RESIDENTIAL VACANT LAND

## Tentative Values Available

Appraised	Assessed
4,420	1,550
0	0
4,420	1,550
0	0
0	0
0	0
4,420	1,550
	4,420 0 4,420 0 0

Current Charges			
<b>Full Rate 1</b> 61.400000	Effective Rate (1) 39.334104	<b>Qualifying Rate</b> 37.929675	•
	Prior	First	Second
Тах	0.00	27.54	27.54
Special	0.00	3.10	3.10
Total	0.00	30.64	30.64
Paid	0.00	30.64	30.64
Due	0.00	0.00	0.00
Adding on? <u>Try our tax estimator.</u>			

2025 Upcoming Charges				
Description	Amount			
081 SIDNEY LIGHTING-01-16	5.20			
464 MIAMI CONSERVANCY DIST	1.00			
	081 SIDNEY LIGHTING-01-16			

Email
RealEstate@shelbycountyauditors.com
Phone
937-498-7202

**Important Links** 

County's Website
Auditor's Website
Treasurer's Website
Recorder's Website

Last Updated: 08/20/2025 10:00

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parcel, owner, or address

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Reports Calculators

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2024

## Summary

Tax

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History 6

Payment History 47

**Value History** 

**CAUV Soil Breakdown** 

Land 1

**Commercial Buildings** 

Dwellings

Other Improvements

Sketch 1

**Levy Distribution** 

**Tax Estimator** 

Map this Parcel

Tax Card



**Parcel Number** 01-1930104.001

Location

1516 BON AIR CIR SIDNEY OH 45365

**Owner**JONES GLENN N & CHRISTINA A

Legal Description

LOT 113 WHOLE BON AIR CIRCLE CITY OF SIDNEY 020-19-30-104-001

**1** 

**Acres** 0.0000

Current Taxes				
	Prior	First	Second	Total
Gross	0.00	2,559.16	2,559.16	5,118.32
Credit	0.00	(919.70)	(919.70)	(1,839.40)
Non-Business Credit	0.00	(158.09)	(158.09)	(316.18)
Homestead	0.00	0.00	0.00	0.00
Owner-Occupancy Credit	0.00	(39.36)	(39.36)	(78.72)
Total Real Property Taxes	0.00	1,442.01	1,442.01	2,884.02
081-SIDNEY LIGHTING-01-16	0.00	22.13	22.12	44.25
464-MIAMI CONSERVANCY DIST	0.00	0.50	0.50	1.00
<b>Total Special Assessment Taxes</b>	0.00	22.63	22.62	45.25
Real Property Tax Penalty	0.00	0.00	0.00	0.00
Special Assessment Penalties	0.00	0.00	0.00	0.00
Real Property Tax Interest	0.00	0.00	0.00	0.00
Special Assessment Interests	0.00	0.00	0.00	0.00
Total Taxes	0.00	1,464.64	1,464.63	2,929.27
Paid	0.00	1,464.64	1,464.63	2,929.27

	Prior	First	Second	Total
Refunded	0.00	0.00	0.00	0.00
Due	0.00	0.00	0.00	0.00

2025 Upcoming Charges				
Туре	Description	Amount		
Special Assessments	081 SIDNEY LIGHTING-01-16	44.25		
Special Assessments	464 MIAMI CONSERVANCY DIST	1.00		
<u>'</u>				

Email
RealEstate@shelbycountyauditors.com
Phone
937-498-7202

**Important Links** 

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Auditor's Website
Treasurer's Website
Recorder's Website

Last Updated: 08/20/2025 10:00

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# AMY L. BERNING Shelby County Auditor | Shelby County, Ohio

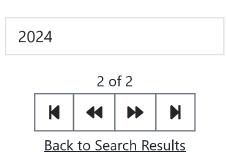
parcel, owner, or address

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Home Search Delinquent List Map Ballot Levy Property Data Downloads Important Links

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Value History

**Payment History** 

**CAUV Soil Breakdown** 

Land 1

**Commercial Buildings** 

**Dwellings** 

Other Improvements

Sketch

**Levy Distribution** 

M dia D L

**Tax Estimator** 

Map this Parcel

Tax Card

Parcel Number	Legal Description
01-1930104.005	LOT 112 N PT BON AIR CIRCLE CITY OF SIDNEY
	020-19-30-104-005

**Location**BON AIR CIR
SIDNEY OH 45365

Owner
JONES GLENN N & CHRISTINA A

8

**Acres** 0.0000

Current Taxes					
	Prior	First	Second	Total	
Gross	0.00	47.60	47.60	95.20	
Credit	0.00	(17.12)	(17.12)	(34.24)	
Non-Business Credit	0.00	(2.94)	(2.94)	(5.88)	
Homestead	0.00	0.00	0.00	0.00	
Owner-Occupancy Credit	0.00	0.00	0.00	0.00	
<b>Total Real Property Taxes</b>	0.00	27.54	27.54	55.08	
081-SIDNEY LIGHTING-01-16	0.00	2.60	2.60	5.20	
464-MIAMI CONSERVANCY DIST	0.00	0.50	0.50	1.00	
<b>Total Special Assessment Taxes</b>	0.00	3.10	3.10	6.20	
Real Property Tax Penalty	0.00	0.00	0.00	0.00	
Special Assessment Penalties	0.00	0.00	0.00	0.00	
Real Property Tax Interest	0.00	0.00	0.00	0.00	
Special Assessment Interests	0.00	0.00	0.00	0.00	
Total Taxes	0.00	30.64	30.64	61.28	
Paid	0.00	30.64	30.64	61.28	
Refunded	0.00	0.00	0.00	0.00	
Due	0.00	0.00	0.00	0.00	

2025 Upcoming Charges				
Туре	Description	Amount		
Special Assessments	081 SIDNEY LIGHTING-01-16	5.20		
Special Assessments	464 MIAMI CONSERVANCY DIST	1.00		

Email
RealEstate@shelbycountyauditors.com
Phone
937-498-7202

**Important Links** 

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Auditor's Website
Treasurer's Website
Recorder's Website

Last Updated: 08/20/2025 10:00

PM

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TRANSFERRED
Section 319.202 R.C.
HAS BEEN COMPLIED WITH
03/25/2019
880.00
AMY L. BERNING
Shelby County Auditor By MLawson

Instrument BOOK PAGE 201900001374 OR 2164 104

201900001374
Filed for Record in
SHELBY CO OHIO
JODI L SIEGEL
03-25-2019 At 01:17 pm.
DEED 36.00
OR BOOK 2164 PAGE 104 - 106

FILE NO.: 19021703

## SURVIVORSHIP DEED

**Eric P. Welsh and Melissa A. Welsh, husband and wife,** of the County of Shelby, State of Ohio, for valuable consideration paid, grants, with general warranty covenants, to **Glenn N. Jones and Christina A. Jones, husband and wife**, for their joint lives, remainder to the survivor of them, whose tax mailing address is:

1516 Bon Air Circle, Sidney, OH 45365

the following Real Property:

See Exhibit "A" attached hereto and made a part hereof.

Parcel No: 01-19-30-104-001 & 01-19-30-104-005

Said premises are conveyed subject to all restrictions, conditions and covenants and to all legal highways and easements of record.

And, excepting taxes and assessments due and payable in July 2019 and thereafter.

Prior Instrument Reference: Book 1949, Page 324 of the Deed Records of Shelby County, Ohio.

Signed and notarized this March 22, 2019.

Eric P. Welsh

Melissa A. Welsh

STATE OF OHIO COUNTY OF SHELBY ss.

**Be It Remembered,** That on this March 22, 2019, before me, the subscriber, a Notary Public in and for said state, personally came **Eric P. Welsh and Melissa A. Welsh, husband and wife**, the Grantor in the foregoing Deed, and acknowledged the signing thereof to be the voluntary act and deed of the above signed person(s).

In Testimony Thereof, I have hereunto subscribed my name and affixed my seal on this day and

year aforesaid.

JEREMY A. BENVENUTO, Notary Public In and for the State of Ohic My Commission Expires Jan. 23, 2023

This instrument was prepared by Christopher J. Mantica, Attorney at Law

Notary

### Exhibit A

Situate in the City of Sidney, County of Shelby and State of Ohio:

Inlot Number One Hundred Thirteen (113) in Bon Air Circle Addition to the City of Sidney as shown by plat recorded in Large Plat Record Number Three, Page 13. Also, Intlot Number One Hundred Twelve (112) in said Bon Air Circle Addition, excepting that portion thereof conveyed by deed recorded in Volume 130, Page 85, of the Deed Records of Shelby County, Ohio described as follows, to-wit:

Commencing at the Southwest corner of said Intlot;

Thence along the West side of said Inlot a distance of Thirty-Five (35) feet;

Thence in an Easterly direction to a point in the East line of said Inlot situated Fifteen (15) feet from the Southeast corner of said Inlot;

Thence in a Southerly direction with the East line of said Inlot a distance of Fifteen (15) feet to the Southeast corner of said Inlot;

Thence in a Westerly direction along the South line of said Inlot to the place of beginning.

Parcel Nos. 01-19-30-104-001 & 01-19-30-104-005

201900001374
Electronic Filing
From: Simplifile
Thru: ERX



202000002333
Filed for Record in
SHELBY CO OHIO
JODI L SIEGEL, COUNTY RECORDER
05-01-2020 At 09:38 am.
MORTGAGE 170.00
OR Book 2219 Page 143 - 161

Return To: First Bank Richmond 31 N 9th St Richmond, IN 47374-

## Mortgage

OHIO

**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 April 27, 2020, together with all Riders to this document.
- **(B)** "Borrower" is Glenn N Jones and Christina A Jones, Husband and Wife. Borrower is the mortgagor under this Security Instrument.
- **(C)** "Lender" is Mutual Federal, A division of First Bank Richmond. Lender is a state non-member bank organized and existing under the laws of Indiana. Lender's address is 31 N 9th, Richmond, IN 47374. Lender is the mortgagee under this Security Instrument.
- (D) "Note" means the promissory note signed by Borrower and dated April 27, 2020. The Note states that Borrower owes Lender Two hundred nine thousand and 00/100 Dollars (U.S. \$209,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than May 1, 2050.

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

OHIO-Single Family-Fannie Mae/Freddie Mac UNIFORM

INSTRUMENT

Wolters Kluwer Financial Services, Inc.

Form 3036 1/01

09/2019 Page 1 of 18

20.1.1.2966-J20200316Y



09/2019

Page 2 of 18

(F) "Logu" mon	as the debt evidence	ad by the Note miss	intopost only made		ant abances and late
		sums due under this			ent charges and late plus interest.
( <b>G</b> ) "Riders" me following Riders	ans all Riders to th are to be executed	is Security Instrume by Borrower [check	ent that are execut k box as applicabl	ed by e]:	y Borrower. The
<ul><li>☐ Adjustat</li><li>☐ Balloon</li><li>☐ VA Ride</li></ul>	Rider □	Condominium Ri Planned Unit Dev Biweekly Paymen	elopment Rider		Second Home Rider 1-4 Family Rider Other(s) [specify]
ordinances and a		and orders (that hav			l statutes, regulations, well as all applicable
and other charge		Fees, and Assessme, on Borrower or the lorganization.			
by check, draft, of telephonic instru- institution to deb transfers, automa	or similar paper inst ment, computer, or it or credit an accor	ınt. Such term inclu	itiated through an s to order, instruct, ides, but is not lim	elec or a ited	tronic terminal, uthorize a financial
(K) "Escrow Iten	ns" means those ite	ms that are describ	ed in Section 3.		
proceeds paid by in Section 5) for: all or any part of	any third party (oth (i) damage to, or d the Property; (iii) of	estruction of, the Pi	proceeds paid under roperty; (ii) conder of condemnation; of	er the mnat	f damages, or e coverages described tion or other taking of e) misrepresentations
(M) "Mortgage I default on, the Lo		nsurance protecting	g Lender against th	ne no	npayment of, or
		regularly scheduled s under Section 3 o			
seq.) and its impl amended from the the same subject restrictions that a	ementing regulation to time, or any a matter. As used in regar		C.F.R. Part 1024 sor legislation or r nent, RESPA refe lated mortgage loa	), as egul rs to	they might be
OHIO-Single Family	-Fannie Mae/Fredd	ie Mac UNIFORM	(	う	Form 3036 1/01

20.1.1.2966-J20200316Y

Wolters Kluwer Financial Services, Inc.



**(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 [Type of Recording Jurisdiction] of Shelby [Name of Recording Jurisdiction]: SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

Parcel ID Number: 01-19-30-104-001 & 01-19-30-104-005 which currently has the address of 1516 Bon Air Circle [Street] Sidney [City], Ohio 45365-2069 [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

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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

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

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

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

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

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

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

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

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

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

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under

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this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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

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

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

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy

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the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

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

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

- **8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.
- 9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other

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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

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agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

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

- (A) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.
- (B) Any such agreements will not affect the rights Borrower has if any with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.
- **11. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

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

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

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

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

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

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

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

12. Borrower Not Released: Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's

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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

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 porrower has designated a substitute notice address by notice to

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Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

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

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

- **17. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.
- **18.** Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

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

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

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

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

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

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can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

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

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

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

Non-Uniform Covenants. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in

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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, Shelby 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.

OHIO

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

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**Borrower** 

Glenn N Jones

Seal

Christina A Iones

Seal

OHIO-Single Family-Fannie Mae/Freddie Mac UNIFORM

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Acknowledgment
State of Ohio
County of Shelby
This instrument was acknowledged before me on April 27, 2020 by Glenn N Jones.
Paula Bashaves  Notary Public
Paula I. Barhorst PAULA J. BARHORST
**************************************
My commission expires: My Commission Exp. Mar. 9, 2024
Acknowledgment
State of Ohio
County of Shelby
This instrument was acknowledged before me on April 27, 2020 by Christina A Jones.
Notary Public PAULA J. BARHORST
Paula J. Barhorst (Print Name)  Notary Public, State of Ohio My Commission Exp. Mar. 9, 2024
My commission expires:
This instrument was prepared by: Susan M Quinter, Mutual Federal, A division of First Bank Richmond 2601 Michigan Ave
Sidney, OH 45365
LUL Q
OHIO-Single Family-Fannie Mae/Freddie Mac UNIFORM Form 3036 1/01
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Loan Origination Organization: Mutual Federal, A division of First Bank Richmond

NMLS ID: 729838

Loan Originator: Jackie Davis

NMLS ID: 464429

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202000002333 MIKE STAUDT PICK UP

## EXHIBIT "A"

Situate in the City of Sidney, County of Shelby and State of Ohio:

Inlot Number One Hundred Thirteen (113) in Bon Air Circle Addition to the City of Sidney as shown by plat recorded in Large Plat Record Number Three, Page 13, Also, Inlot Number One Hundred Twelve (112) in said Bon Air Circle Addition, excepting that portion thereof conveyed by deed recorded in Volume 130, Page 85, of the Deed Records of Shelby County, Ohio described as follows, to-wit:

Commencing at the Southwest corner of said Inlot;

Thence along the West side of said Inlot a distance of Thirty-Five (35) feet;

Thence in an Easterly direction to a point in the East line of said Inlot situated Fifteen (15) feet from the Southeast corner of said Inlot;

Thence in a Southerly direction with the East line of said Inlot a distance of Fifteen (15) feet to the Southeast corner of said Inlot;

Thence in a Westerly direction along the South line of said Inlot to the place of beginning.

Parcel Nos. 01-19-30-104-001 & 01-19-30-104-005

X:\Files\Legal Descriptions\J\Jones, Glenn N. & Christina A..docx

E-RECORDING 202300725 Filed for Record in Shelby County, Ohio Jodi L. Siegel, Recorder 02/21/2023 09:08 AM Recording Fees: \$130.00 MORTGAGE OR 2313 / p2308 - p2321

Return To: LENDING DEPARTMENT, FIRST BANK RICHMOND, 31 NORTH 9TH STREET, RICHMOND, IN 47375-0937

## **OPEN-END MORTGAGE**

(With Future Advance Clause)

**DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is February 15, 2023. The parties and their addresses are:

## MORTGAGOR:

## **GLENN N JONES**

Husband and Wife 1516 Bon Air Circle Sidney, OH 45365

## **CHRISTI A JONES**

Husband and Wife 1516 Bon Air Circle Sidney, OH 45365

### LENDER:

MUTUAL FEDERAL, A DIVISON OF FIRST BANK RICHMOND

Organized and existing under the laws of Indiana PO Box 4217 121 S. Ohio Avenue Sidney, OH 45365-4217

Glenn N Jones
Ohio Mortgage

OH/4XXSALVEY00000000002894042 N Wolters Kluwer Financial Services, Inc.®1996, 2023 Bankers Systems™

- **1. DEFINITIONS.** For the purposes of this document, the following term has the following meaning.
  - **A.** Line of Credit. "Line of Credit" refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction.
- **2. CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debts and Mortgagor's performance under this Security Instrument, Mortgagor does hereby grant, bargain, convey and mortgage to Lender, the following described property:

See Attached Exhibit A

Parcel ID Number: 01-19-30-104-001 & 01-19-30-104-005

The property is located in Shelby County at 1516 Bon Air Circle, Sidney, Ohio 45365. Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, wells, ditches and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described (all referred to as Property). This Security Instrument will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.

- 3. MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Security Instrument at any one time and from time to time will not exceed \$30,000.00. Any limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.
- **4. SECURED DEBTS AND FUTURE ADVANCES.** The term "Secured Debts" includes and this Security Instrument will secure each of the following:
  - A. Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 3100117263, dated February 15, 2023, from Mortgagor to Lender, with a

Glenn N Jones Ohio Mortgage

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maximum credit limit of \$30,000.00, with an interest rate of 7.500 percent per year and maturing on February 25, 2028.

- **B. Future Advances.** All future advances from Lender to Mortgagor under the Specific Debts executed by Mortgagor in favor of Lender after this Security Instrument. If more than one person signs this Security Instrument, each agrees that this Security Instrument will secure all future advances that are given to Mortgagor either individually or with others who may not sign this Security Instrument. All future advances are secured by this Security Instrument even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future advances in any amount. Any such commitment must be agreed to in a separate writing.
- **C. Sums Advanced.** All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.
- 5. LIMITATIONS ON CROSS-COLLATERALIZATION. The cross-collateralization clause on any existing or future loan, but not including this Line of Credit, is void and ineffective as to this Line of Credit, including any extension or refinancing.

The Line of Credit is not secured by a previously executed security instrument if a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. The Line of Credit is not secured by a previously executed security instrument if Lender fails to fulfill any necessary requirements or fails to conform to any limitations of the Real Estate Settlement Procedures Act, (Regulation X), that are required for loans secured by the Property or if, as a result, the other debt would become subject to Section 670 of the John Warner National Defense Authorization Act for Fiscal Year 2007.

The Line of Credit is not secured by a previously executed security instrument if Lender fails to fulfill any necessary requirements or fails to conform to any limitations of the Truth in Lending Act, (Regulation Z), that are required for loans secured by the Property.

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- **6. PAYMENTS.** Mortgagor agrees that all payments under the Secured Debts will be paid when due and in accordance with the terms of the Secured Debts and this Security Instrument.
- **7. WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.
- 8. PRIOR SECURITY INTERESTS. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:
  - A. To make all payments when due and to perform or comply with all covenants.
  - **B.** To promptly deliver to Lender any notices that Mortgagor receives from the holder.
  - **C.** Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.
- 9. CLAIMS AGAINST TITLE. Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.
- **10. DUE ON SALE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law, as applicable.
- 11. WARRANTIES AND REPRESENTATIONS. Mortgagor has the right and authority to enter into this Security Instrument. The execution and delivery of this Security

Glenn N Jones Ohio **Mortgage** OH/4XXSALVEY00000000002894042 N

Wolters Kluwer Financial Services, Inc.<sup>®</sup>1996, 2023 Bankers Systems™ Instrument will not violate any agreement governing Mortgagor or to which Mortgagor is a party.

12. PROPERTY CONDITION, ALTERATIONS, INSPECTION, VALUATION AND APPRAISAL. Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor will not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor, and of any loss or damage to the Property.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time and frequency for the purpose of inspecting, valuating, or appraising the Property. Lender will give Mortgagor notice at the time of or before an on-site inspection, valuation, or appraisal for on-going due diligence or otherwise specifying a reasonable purpose. Any inspection, valuation or appraisal of the Property will be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection, valuation or appraisal for its own purpose, except as otherwise provided by law.

- 13. AUTHORITY TO PERFORM. If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor will not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.
- 14. ASSIGNMENT OF LEASES AND RENTS. Mortgagor assigns, grants, bargains, conveys and mortgages to Lender as additional security all the right, title and interest in the following (Property): existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including any extensions, renewals, modifications or replacements (Leases); and rents,

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issues and profits (Rents). In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement. Mortgagor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default. Upon default, Mortgagor will receive any Rents in trust for Lender and Mortgagor will not commingle the Rents with any other funds. Mortgagor agrees that this Security Instrument is immediately effective between Mortgagor and Lender. As long as this Assignment is in effect, Mortgagor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants.

- 15. MORTGAGE COVENANTS. Mortgagor agrees that the covenants in this Security Instrument are material obligations under the Secured Debts and this Security Instrument. If Mortgagor breaches any covenant in this Security Instrument, Lender may refuse to make additional extensions of credit or may reduce the credit limit. By not exercising either remedy on Mortgagor's breach, Lender does not waive Lender's right to later consider the event a breach if it happens again.
- **16. DEFAULT.** Mortgagor will be in default if any of the following events (known separately and collectively as an Event of Default) occur:
  - **A. Fraud.** Mortgagor engages in fraud or material misrepresentation in connection with the Secured Debts.
  - **B. Payments.** Any party obligated on the Secured Debts fails to make a payment when due.
  - **C. Property.** Any action or inaction occurs that adversely affects the Property or Lender's rights in the Property.
- 17. REMEDIES ON DEFAULT. In addition to any other remedy available under the terms of this Security Instrument, Lender may accelerate the Secured Debts and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default. In some instances, federal and state law will require Lender to provide

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Mortgagor with notice of the right to cure, or other notices and may establish time schedules for foreclosure actions.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal will become immediately due and payable, after giving notice if required by law, upon the occurrence of an Event of Default or anytime thereafter.

The acceptance by Lender of any sum in payment or partial payment on the Secured Debts after the balance is due or is accelerated or after foreclosure proceedings are filed will not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it happens again.

- 18. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS. If Mortgagor breaches any covenant in this Security Instrument, Mortgagor agrees to pay all expenses Lender incurs in performing such covenants or protecting its security interest in the Property. Such expenses include, but are not limited to, fees incurred for inspecting, valuating, appraising, preserving, or otherwise protecting the Property and Lender's security interest. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing, or protecting Lender's rights and remedies under this Security Instrument or any other document relating to the Secured Debts. Expenses include (unless prohibited by law) reasonable attorneys' fees, court costs, and other legal expenses. These expenses are payable on demand and will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of Secured Debts. In addition, to the extent permitted by the United States Bankruptcy Code, Mortgagor agrees to pay the reasonable attorneys' fees incurred by Lender to protect Lender's rights and interests in connection with any bankruptcy proceedings initiated by or against Mortgagor. This Security Instrument will remain in effect until released. Mortgagor agrees to pay for any recordation costs of such release.
- 19. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means

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any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substance," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
- **B.** Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and will remain in full compliance with any applicable Environmental Law.
- C. Mortgagor will immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor will take all necessary remedial action in accordance with any Environmental Law.
- **D.** Mortgagor will immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.
- **20. CONDEMNATION.** Mortgagor will give Lender prompt notice of any pending or threatened action by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds will be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

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21. INSURANCE. Mortgagor agrees to keep the Property insured against the risks reasonably associated with the Property. Mortgagor will maintain this insurance in the amounts Lender requires. This insurance will last until the Property is released from this Security Instrument. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debts. Mortgagor may choose the insurance company, subject to Lender's approval, which will not be unreasonably withheld. All insurance policies and renewals shall include a standard "mortgage clause" (or "lender loss payable clause") endorsement that names Lender as "mortgagee" and "loss payee". If required by Lender, all insurance policies and renewals will also include an "additional insured" endorsement that names Lender as an "additional insured". If required by Lender, Mortgagor agrees to maintain comprehensive general liability insurance and rental loss or business interruption insurance in amounts and under policies acceptable to Lender. The comprehensive general liability insurance must name Lender as an additional insured. The rental loss or business interruption insurance must be in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing).

Mortgagor will give Lender and the insurance company immediate notice of any loss. All insurance proceeds will be applied to restoration or repair of the Property or to the Secured Debts, at Lender's option. If Lender acquires the Property in damaged condition, Mortgagor's rights to any insurance policies and proceeds will pass to Lender to the extent of the Secured Debts.

Mortgagor will immediately notify Lender of cancellation or termination of insurance. If Mortgagor fails to keep the Property insured, Lender may obtain insurance to protect Lender's interest in the Property and Mortgagor will pay for the insurance on Lender's demand. Lender may demand that Mortgagor pay for the insurance all at once, or Lender may add the insurance premiums to the balance of the Secured Debts and charge interest on it at the rate that applies to the Secured Debts. This insurance may include lesser or greater coverages than originally required of Mortgagor, may be written by a company other than one Mortgagor would choose, and may be written at a higher rate than Mortgagor could obtain if Mortgagor purchased the insurance. Mortgagor acknowledges and agrees that Lender or one of Lender's affiliates may receive commissions on the purchase of this insurance.

Glenn N Jones Ohio Mortgage OH/4XXSALVEY00000000002894042 N

- **22. ESCROW FOR TAXES AND INSURANCE.** Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.
- 23. WAIVERS. Except to the extent prohibited by law, Mortgagor waives all appraisement and homestead exemption rights relating to the Property. Mortgagor does hereby remise, release, and forever quitclaim all their right and title of dower in the Property to Lender.
- 24. OTHER TERMS. The following are applicable to this Security Instrument:
  - A. Line of Credit. The Secured Debts include a revolving line of credit provision. Although the Secured Debts may be reduced to a zero balance, this Security Instrument will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.
  - **B. No Action by Lender.** Nothing contained in this Security Instrument shall require Lender to take any action.
- **25. APPLICABLE LAW.** This Security Instrument is governed by the laws of Ohio, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law.
- 26. JOINT AND SEVERAL LIABILITY AND SUCCESSORS. Each Mortgagor's obligations under this Security Instrument are independent of the obligations of any other Mortgagor. Lender may sue each Mortgagor severally or together with any other Mortgagor. Lender may release any part of the Property and Mortgagor will still be obligated under this Security Instrument for the remaining Property. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument will bind and benefit the successors and assigns of Lender and Mortgagor.
- 27. AMENDMENT, INTEGRATION AND SEVERABILITY. This Security Instrument may not be amended or modified by oral agreement. No amendment or modification of this Security Instrument is effective unless made in writing. This Security Instrument and any other documents relating to the Secured Debts are the complete and final expression of the agreement. If any provision of this Security Instrument is

Glenn N Jones Ohio **Mortgage** OH/4XXSALVEY0000000002894042 N

unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

- **28. INTERPRETATION.** Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Security Instrument.
- 29. NOTICE, ADDITIONAL DOCUMENTS AND RECORDING FEES. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Mortgagor will be deemed to be notice to all Mortgagors. Mortgagor will inform Lender in writing of any change in Mortgagor's name, address or other application information. Mortgagor will provide Lender any other, correct and complete information Lender requests to effectively mortgage or convey the Property. Mortgagor agrees to pay all expenses, charges and taxes in connection with the preparation and recording of this Security Instrument. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and to confirm Lender's lien status on any Property, and Mortgagor agrees to pay all expenses, charges and taxes in connection with the preparation and recording thereof. Time is of the essence.

Glenn N Jones Ohio **Mortgage** OH/4XXSALVEY00000000002894042 N

SIGNATURES. By signing under seal, Mortgagor agrees to the terms and covenants contained in this Security Instrument. Mortgagor also acknowledges receipt of a copy of this Security Instrument.

MORTGAGOR:			
Hlu N.A	Date	02/15/2023	(Seal)
Glenn N Jones			,
Chust Stones	Date	02/15/2023	(Seal)
Christi A Jones		7.4	<u> </u>

Glenn N Jones Ohio Mortgage OH/4XXSALVEY00000000002894042 Ν

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Initials \_\_\_\_ Page 12

STATE OF OHIO, OF	1 Marsha	
No oath or affirmation was adminis	tered to the signer with	r <b>eg</b> ard to this
acknowledgment.		
This instrument was acknowledged bef Glenn N Jones , Husband and Wife, and G		
Mycommission expires:  Jackie Davis  Notary Public, State of Ohio  My Commission Expires August 26, 200	(Notary Public)	2
This instrument was prepared by LENDIN RICHMOND, 31 NORTH 9TH STREET, RIC		y, FIRST BANK
Glenn N Jones		
Ohio Mortgage	<b></b>	Initials
OH/4XXSALVEY000000000002894042 N	Wolters Kluwer Financial Services, Inc.®1996, 2023 Bankers Systems™	Page 13

#### EXHIBIT "A"

Situate in the City of Sidney, County of Shelby and State of Ohio:

Inlot Number One Hundred Thirteen (113) in Bon Air Circle Addition to the City of Sidney as shown by plat recorded in Large Plat Record Number Three, Page 13, Also, Inlot Number One Hundred Twelve (112) in said Bon Air Circle Addition, excepting that portion thereof conveyed by deed recoded in Volume 130, Page 85, of the Deed Records of Shelby County, Ohio described as follows, to-wit:

Commencing at the Southwest corner of said Inlot;

Thence along the West side of said Inlot a distance of Thirty-Five (35) feet:

Thence in an Easterly direction to a point in the East line of said Inlot situated Fifteen (15) feet from the Southeast corner of said Inlot;

Thence in a Southerly direction with the East line of said Inlot a distance of Fifteen (15) feet to the Southeast corner of said Inlot;

Thence in a Westerly direction along the South line of said Inlot to the place of beginning.

Parcel Nos. 01-19-30-104-001 & 01-19-30-104-005



202200066 Pages: 3 01/04/2022 12:01 PM Filed for Record in SHELBY County, OH Jodi Siegel, Recorder Rec Fees: \$42.00 AGREEMENT OR Vol 2306 Pgs 3379 - 3381



#### AGREEMENT FOR TRANSFER OF A BUILDING SEWER IN THE RIGHT OF WAY

KNOW ALL MEN BY THESE PRESENTS, that subject to the terms and conditions set forth hereinafter, the undersigned Glenn + Christing Jones (the "Grantor" hereinafter, whether one or more commonly known as 15/6 Bon Air Circle, see particularly described as: Exhibit A, and identified by Parcel # 01-19-30-104-00], (the "Property" hereinafter), for Grantor and Grantor's successors and assigns, and for the consideration of One Dollar 00/100 (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to THE CITY OF SIDNEY, OHIO, an Ohio Municipal Corporation, 201 West Poplar Street, Sidney, Ohio 45365, (the "Grantee" hereinafter) and Grantee's successors and assigns, all of Grantor's right, title and interest in and to a certain portion of the building sewer and associated appurtenances thereto (collectively the "Lateral" hereinafter), as situated at, on and under the Property, as is more specifically described in attached Exhibit A hereto, which such Exhibit A is incorporated herein by reference and which such Lateral is generally located, and consists of, the sanitary sewer conduit situated within Grantee's right-of-way adjacent to the Property, commencing from the clean out installed, or to be installed, at the Property, and terminating at Grantee's sanitary sewer main, including the tap at such main.

The rights afforded hereunder are expressly subject to the following terms and conditions, the same being contractual in nature and not mere recitals:

- (1) Upon the effective date of this Agreement, as referenced below (the "Effective Date") Grantor, at Grantor's sole expense, shall cause to be installed at a location on the Property designated by Grantee, a sanitary sewer clean-out unit (the "Clean-Out), which such Clean-Out shall be of a type, manufacture, nature and quality as specified by Grantee and installed to Grantee's satisfaction and acceptance.
- (2) Except as otherwise provided herein, upon the Effective Date, Grantor shall be relieved of ownership of, and Responsibility for, the Lateral, including any and all repair and maintenance of the Lateral, as defined in City of Sidney Codified Ordinance Chapters 913 and 914. Notwithstanding the foregoing, for sixty days from and after the date of the execution of this document, Grantor shall remain solely liable for any and all damages that may arise as the result of a failure of blockage of the Lateral, resulting in sewer backup.

- (3) Upon the Effective Date, Grantor shall be relieved of ownership of, and all responsibility and liability for, the Lateral, including any and all repair and maintenance of the Lateral, as defined in City of Sidney Codified Ordinance Chapter 914.
- (4) Upon the Effective Date this Agreement shall be interpreted so as to afford to Grantee, its successors and assigns, a perpetual easement and right-of-way binding upon Grantor, Grantor's assigns and successors, over, along, across and under the Property to the extend minimally necessary to allow Grantee to maintain, inspect, repair and replace the lateral, subject, however, to Grantee's obligation to restore the Property to pre-existing conditions upon the completion of the actions authorized herein.
- (5) In the event that Grantor shall fail to install the Clean-Out, or fail to install the Clean-Out to Grantee's satisfaction and acceptance, within a reasonable time after Grantor is notified by Grantee to install the Clean-Out, Grantee shall be afforded the right to install the Clean-Out and to collect the cost of such installation from Grantor, including the right to assess the Property for the cost of such installation in the event that such cost is not directly reimbursed to Grantee by Grantor.
- (6) Grantor agrees to reimburse Grantee for the fee in the amount of Fifty Dollars and 00/100 associated with the processing and recording of this Agreement in the Office of the Shelby County Recorder.

The Utilities Director may waive the requirement for the installation of an approved sanitary sewer clean-out unit (Item 1) and the fee (Item 6) for good cause shown and determined in the sole discretion of the Utilities Director, and in accordance with the provisions as defined in City of Sidney Codified Ordinance Chapter 913 and/or Chapter 914. A letter or document, issued and signed by the Utilities Director, is required stating that the requirements and/or fees for the aforementioned property have been waived.

IN WITNESS WHEREOF, Glenn + Christina Jones

the said Grantor have/has caused Grantor's name to be signed to these presents this day
of December 2021.
Cindy A. Naseman  Notary Public
In and For the State of Ohio  My Commission Expires  13 January 2024
STATE OF OHIO, SHELBY COUNTY, SS:
Before me, a Notary Public in and for said county and state, personally appeared
Glenn Jones and Christina Jones collectively the Grantor and severally acknowledged the execution of the foregoing instrument and that the same is Grantor's voluntary act and deed.
IN TESTIMONY WHEREOF, where hereunto subscribed by name and affixed by official seal this 2 day of <u>December</u> , 20,2
Equience of the second of the

Situated in the City of Sidney, County of Shelby, State of Ohio:

Inlot Number One Hundred Thirteen (113) in Bon Air Circle Addition to the City of Sidney as shown by plat recorded in Large Plat Record Number Three, Page 13. Also, Inlot Number One Hundred Twelve (112) in said Bon Air Circle Addition, excepting that portion thereof conveyed by deed recorded in Volume 130, Page 85, of the Deed Records of Shelby County, Ohio, described as follows, to wit:

Commencing at the Southwest corner of said Inlot;

thence, along the West side of said Inlot a distance of Thirty-Five (35) feet;

thence, in an Easterly direction to a point in the East line of said Inlot situated Fifteen (15) feet from the Southeast corner of said Inlot;

thence, in a Southerly direction with the East line of said Inlot a distance of Fifteen (15) feet to the Southeast corner of said Inlot;

thence, in a Westerly direction along the South line of said Inlot to the place of beginning.

Prior Reference: Book 1949, Page 324 of the Deed Records of Shelby County, Ohio.

Parcel No: 01-19-30-104-001 and 01-19-30-104-005

1516 Bon Air Circle

CITY OF SIDNEY PICK UP

Inst #202200066

Search Criteria: Search Type: All Names; Name: JONES, GLENN; Remove Non-AlphaNumeric Characters: true; Filter Results: One Row per Document

Displaying 1-21 of 21 Items

Instrumentx	Book / Page	<b>Document Type</b>	Name	Other Name	Recorded	Description	Marginal
1. 196600061137	0172 0214	WARR DEED	E JONES GLENN D	R JONES PAUL P	06/04/1966	Tsp:SIDNEY Lot:738 Descr:PART LOT PIN: Tsp:SIDNEY Lot:739 Descr: PIN:	
2. 196900069289	0183 0400	WARR DEED	R JONES GLENN D	E STRUNK JAMES D	01/07/1969	Tsp:SIDNEY Lot:739 Descr: PIN: Tsp:SIDNEY Lot:738 Descr:PART LOT PIN:	
3. 197400089507	0210 0473	WARR DEED	E JONES GLENN D	R STEINKE BERNARD	05/31/1974	Tsp:JACKSON CENTER Lot:268 Descr:STEINKE SUB PIN:	
4. 197800110478	0230 0524	MARSH DEED	R JONES GLENN D	E FARMERS HOME ADM	09/05/1978	Tsp:JACKSON CENTER Lot:268 Descr:STEINKE SUB PIN:	
5. 199400004456	0103 0296	REL MTG	E JONES GLENN D	R FARMERS HOME ADM	05/18/1994	Tsp:JACKSON CENTER Lot:268 Descr:STEINKE SUB MTG VOL 196 PG 502 PIN:	
6. 201500003233	1997 0576	WARR DEED	E JONES GLENN N	R SCHROEDER NAOMI M	07/10/2015	Tsp:SIDNEY Lot:2639 Descr:EAST CLIFF SUB AUDITORS TRANSFER \$312.00 PIN:1-22-04-328-002	
7. 201500003234	1997 0578	MORTGAGE	R JONES GLENN N	E UNION SAVINGS BANK	07/10/2015	Tsp:SIDNEY Lot:2639 Descr:EAST CLIFF SUB \$76587 213 HILLCREST COURT SIDNEY OHIO PIN:	2241 / 0638
8. 201600006711	2061 0686	WARR DEED	JONES GLENN N E	JONES CHRISTI A R	11/23/2016	Tsp:SIDNEY Lot:1856 Descr:J C CUMMINS ADDN AUDITORS TRANSFER EXEMPT PIN:1-18-36-333-035 Tsp:SIDNEY Lot:1857 Descr:PART LOT J C CUMMINS ADDN PIN:1-18-36-333-036	
9. 201600006712	2061 0688	MORTGAGE	JONES GLENN N R	MORTGAGE ELECTRONIC REGI E	11/23/2016	Tsp:SIDNEY Lot:1856 Descr:J C CUMMINS ADDN \$67200 615-617 S WALNUT AVE SIDNEY OH PIN: Tsp:SIDNEY Lot:1857 Descr:PART LOT J C CUMMINS ADDN \$67200 PIN:	2096 / 0297
10. 201700004433	2094 0470	WARR DEED	JONES GLENN N R	BURKS PROPERTIES LLC  E	08/08/2017	Tsp:SIDNEY Lot:1856 Descr:J C CUMMINS ADDN AUDITORS TRANSFER \$340.00 PIN:1-18-36-333-035 Tsp:SIDNEY Lot:1857 Descr:PT LOT J C CUMMINS ADDN PIN:1-18-36-333-036	
11. 201700004708	2096 0297	REL MTG	JONES GLENN N E	MORTGAGE ELECTRONIC REGI	08/23/2017	Tsp:SIDNEY Lot:1856 Descr:J C CUMMINS ADDN O.R. VOL 2061 PG 688 PIN: Tsp:SIDNEY Lot:1857 Descr:PART LOT J C CUMMINS ADDN O.R. VOL 2061 PG 688 PIN:	2061 / 0688
12. 201900001150	2162 0595	MORTGAGE	R JONES GLENN N	E MUTUAL FEDERAL	03/12/2019	Tsp:SIDNEY Lot:2639 Descr:EAST CLIFF SUB \$23000 213 HILLCREST CT SIDNEY OHIO PIN:	2242 / 0744
13. 201900001374	2164 0104	DEED	JONES GLENN N	WELSH ERIC P	03/25/2019	Sub: BON AIR ADDITION P L3/11 Lot: 113 City: SIDNEY Descr:AUDITOR TRANSFER \$880.00 PIN:1-19-30-104- 001 Sub: BON AIR ADDITION P L3/11 Lot: 112 City: SIDNEY Descr:PART LOT PIN:1-19-30-104-005	
14. 201900001375	2164 0107	MORTGAGE	JONES GLENN N R	UNION SAVINGS BANK E	03/25/2019	Sub: BON AIR ADDITION P L3/11 Lot: 113 City: SIDNEY Descr:\$209000 1516 BON AIR CIRCLE SIDNEY OH PIN: Sub: BON AIR ADDITION P L3/11 Lot: 112 City: SIDNEY Descr:PART LOT \$209000 PIN:	2230 / 0226
15. 202000002333	2219 0143	MORTGAGE	JONES GLENN N R	MUTUAL FEDERAL E	05/01/2020	Sub: BON AIR ADDITION P L3/11 Lot: 113 City: SIDNEY Descr:\$209000 1516 BON AIR CIRCLE SIDNEY OH PIN: Sub: BON AIR ADDITION P L3/11 Lot: 112 City: SIDNEY Descr:PART LOT \$209000 PIN:	
16. 202000003912	2230 0226	REL MTG	JONES GLENN N E	UNION SAVINGS BANK	07/07/2020	Sub: BON AIR ADDITION P L3/11 Lot: 113 City: SIDNEY Descr:O.R. VOL 2164 PG 107 PIN: Sub: BON AIR ADDITION P L3/11 Lot: 112 City: SIDNEY Descr:PART LOT O.R. VOL 2164 PG 107 PIN:	2164 / 0107
17. 202000005140	2239 0616	DEED	R JONES GLENN N	E ONTROP BRUCE G	08/26/2020	Tsp:SIDNEY Lot:2639 Descr:EAST CLIFF SUB AUDITORS TRANSFER \$460.00 PIN:1-22-04-328-002	

Search Criteria: Search Type: All Names; Name: JONES, GLENN; Remove Non-AlphaNumeric Characters: true; Filter Results: One Row per Document

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<b>Inst</b> 18.	rumentx 202000005365	<b>Book / Page</b> 2241 0638	<b>Document Type</b> REL MTG	Name JONES GLENN N	Other Name  MORTGAGE ELECTRONIC  REGI	<b>Recorded</b> 09/03/2020	<b>Description</b> Tsp:SIDNEY Lot:2639 Descr:EAST CLIFF SUB O.R. VOL 1997 PG 578 PIN:	<b>Marginal</b> 1997 / 0578
19.	202000005539	2242 0744	REL MTG	E JONES GLENN N	R MUTUAL FEDERAL NKA	09/14/2020	Tsp:SIDNEY Lot:2639 Descr:EAST CLIFF SUB O.R. VOL 2162 PG 595 PIN:	2162 / 0595
20.	202200066	2306 3379	AGREEMENT	JONES GLENN ETAL	SIDNEY CITY OF E	01/04/2022	Sub: BON AIR ADDITION P L3/11 Lot: 113 City: SIDNEY Descr: PIN: Sub: BON AIR ADDITION P L3/11 Lot: 112 City: SIDNEY Descr:PT LOT PIN:	
21.	202300725	2313 2308	MORTGAGE	JONES GLENN N R	MUTUAL FEDERAL E	02/21/2023	Sub: BON AIR ADDITION P L3/11 Lot: 113 City: SIDNEY Descr:1516 BON AIR CIRCLE SIDNEY OHIO 45365 PIN: Sub: BON AIR ADDITION P L3/11 Lot: 112 City: SIDNEY Descr:PT LOT PIN:	

### Full Search Criteria:

Search Type: All Names; Name: JONES, GLENN; Remove Non-AlphaNumeric Characters: true; Filter Results: One Row per Document

Date: 08/21/2025 12:36 PM

Search Criteria: Search Type: All Names; Name: JONES, CHRISTI; Remove Non-AlphaNumeric Characters: true; Filter Results: One Row per Document

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Instrumentx	Book / Page	Document Type	Name	Other Name	Recorded	Description	Marginal
1. 202300725	2313 2308	MORTGAGE	JONES CHRISTI A R	MUTUAL FEDERAL E	02/21/2023	Sub: BON AIR ADDITION P L3/11 Lot: 113 City: SIDNEY Descr:1516 BON AIR CIRCLE SIDNEY OHIO 45365 PIN: Sub: BON AIR ADDITION P L3/11 Lot: 112 City: SIDNEY Descr:PT LOT PIN:	
2. 202000005539	2242 0744	REL MTG	E JONES CHRISTI A	R MUTUAL FEDERAL NKA	09/14/2020	Tsp:SIDNEY Lot:2639 Descr:EAST CLIFF SUB O.R. VOL 2162 PG 595 PIN:	2162 / 0595
3. 202000005365	2241 0638	REL MTG	E JONES CHRISTI A	R MORTGAGE ELECTRONIC REGI	09/03/2020	Tsp:SIDNEY Lot:2639 Descr:EAST CLIFF SUB O.R. VOL 1997 PG 578 PIN:	1997 / 0578
4. 202000005140	2239 0616	DEED	R JONES CHRISTI A	E ONTROP BRUCE G	08/26/2020	Tsp:SIDNEY Lot:2639 Descr:EAST CLIFF SUB AUDITORS TRANSFER \$460.00 PIN:1-22-04-328-002	
5. 201900001150	2162 0595	MORTGAGE	R JONES CHRISTI A	E MUTUAL FEDERAL	03/12/2019	Tsp:SIDNEY Lot:2639 Descr:EAST CLIFF SUB \$23000 213 HILLCREST CT SIDNEY OHIO PIN:	2242 / 0744
6. 201600007061	2064 0015	REL MTG	JONES CHRISTI A E	WELLS FARGO BANK NA R	12/08/2016	Tsp:SIDNEY Lot:1856 Descr:JC CUMMINS ADDN MTG VOL 885 PG 144 PIN: Tsp:SIDNEY Lot:1857 Descr:PART LOT JC CUMMINS ADDN MTG VOL 885 PG 144 PIN:	0885 / 0144
7. 201500003233	1997 0576	WARR DEED	E JONES CHRISTI A	R SCHROEDER NAOMI M	07/10/2015	Tsp:SIDNEY Lot:2639 Descr:EAST CLIFF SUB AUDITORS TRANSFER \$312.00 PIN:1-22-04-328-002	
8. 201500003234	1997 0578	MORTGAGE	R JONES CHRISTI A	E UNION SAVINGS BANK	07/10/2015	Tsp:SIDNEY Lot:2639 Descr:EAST CLIFF SUB \$76587 213 HILLCREST COURT SIDNEY OHIO PIN:	2241 / 0638
9. 201100000259	1804 0766	REL MTG	JONES CHRISTI A E	MORTGAGE ELECTRONIC R NKA	01/12/2011	Sub: OAK RIDGE SUB P 8/43 & REPLAT 16/1 Lot: 11 City: FRANKLIN Descr:1ST ADDN O.R. VOL 1731 PG 286 PIN:	1731 / 0286
10. 201000004098	1782 0252	REL MTG	JONES CHRISTI A E	MORTGAGE ELECTRONIC R REGI	08/16/2010	Sub: OAK RIDGE SUB P 8/43 & REPLAT 16/1 Lot: 11 City: FRANKLIN Descr:1ST ADDN O.R. VOL 1731 PG 286 PIN:	1731 / 0286
11. 201000003593	1779 0054	WARR DEED	JONES CHRISTI A R	WILSON DAVID W	07/21/2010	Sub: OAK RIDGE SUB P 8/43 & REPLAT 16/1 Lot: 11 City: FRANKLIN Descr:FIRST ADDN AUDITORS TRANSFER \$476.00 PIN:15-19-18-303-001	
12. 201000001252	1764 0695	ASSGN MTG	JONES CHRISTI A R	CITIMORTGAGE INC E	03/16/2010	Sub: OAK RIDGE SUB P 8/43 & REPLAT 16/1 Lot: 11 City: FRANKLIN Descr:FIRST ADDN O.R. VOL 1731 PG 286 PIN:	1731 / 0286
13. 200900003785	1733 0365	REL MTG	JONES CHRISTI A E	PNC BANK NA R	06/22/2009	Sub: OAK RIDGE SUB P 8/43 & REPLAT 16/1 Lot: 11 City: FRANKLIN Descr:1ST ADDN O.R. VOL 1662 PG 74 PIN:	1662 / 0074
14. 200900003526	1732 0094	REL MTG	JONES CHRISTI A E	NATIONAL CITY BANK R	06/10/2009	Sub: OAK RIDGE SUB P 8/43 & REPLAT 16/1 Lot: 11 City: FRANKLIN Descr:FIRST ADDN O.R. VOL 1317 PG 235 PIN:	1317 / 0235
15. 200900003388	1731 0284	Q CLAIM D	JONES CHRISTI A E	JONES G NATHAN R	06/02/2009	Sub: OAK RIDGE SUB P 8/43 & REPLAT 16/1 Lot: 11 City: FRANKLIN Descr:1ST ADDN AUDITORS TRANSFER EXEMPT PIN:15-19-18-303-001	
16. 200900003389	1731 0286	MORTGAGE	JONES CHRISTI A R	MORTGAGE ELECTRONIC  E REGI	06/02/2009	Sub: OAK RIDGE SUB P 8/43 & REPLAT 16/1 Lot: 11 City: FRANKLIN Descr:1ST ADDN \$167093 2876 THOMPSON SCHIFF RD PIN:	* 1764 / 0695
17. 200700006913	1662 0074	MORTGAGE	JONES CHRISTI A R	PNC BANK NA E	10/18/2007	Sub: OAK RIDGE SUB P 8/43 & REPLAT 16/1 Lot: 11 City: FRANKLIN Descr:1ST ADDN \$26700 2876 THOMPSON SCHIFF RD SIDNEY PIN:	1733 / 0365
18. 200300014573	1325 0203	REL MTG	JONES CHRISTI A E	NATIONAL CITY MORTGAGE R	11/12/2003	Sub: OAK RIDGE SUB P 8/43 & REPLAT 16/1 Lot: 11 City: FRANKLIN Descr:1ST ADDN O.R. VOL 907 PG 132 PIN:	

Date: 08/21/2025 12:36 PM

Search Criteria: Search Type: All Names; Name: JONES, CHRISTI; Remove Non-AlphaNumeric Characters: true; Filter Results: One Row per Document

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Instrumentx	Book / Page	Document Type	Name	Other Name	Recorded	Description	Marginal
19. 200300013862	1317 0235	MORTGAGE	JONES CHRISTI A R	WESTERN OHIO MORTGAGE E	10/24/2003	Sub: OAK RIDGE SUB P 8/43 & REPLAT 16/1 Lot: 11 City: FRANKLIN Descr:1ST ADDN \$146340 2876 N BROADWAY AVE SIDNEY OH PIN:	1732 / 0094
20. 200300013863	1317 0250	ASSGN MTG	JONES CHRISTI A R	NATIONAL CITY MORTGAGE E	10/24/2003	Sub: OAK RIDGE SUB P 8/43 & REPLAT 16/1 Lot: 11 City: FRANKLIN Descr:1ST ADDN O.R. VOL 1317 PG 235 PIN:	
21. 200100108194	0907 0131	WARR DEED	JONES CHRISTI A E	MARCUM MARK R R	08/29/2001	Sub: OAK RIDGE SUB P 8/43 & REPLAT 16/1 Lot: 11 City: FRANKLIN Descr:1ST ADDN 15-19-18-303-001 AUDITORS TRANSFER \$250.00 PIN:	
22. 200100108195	0907 0132	MORTGAGE	JONES CHRISTI A R	WESTERN OHIO MORTGAGE E	08/29/2001	Sub: OAK RIDGE SUB P 8/43 & REPLAT 16/1 Lot: 11 City: FRANKLIN Descr:1ST ADDN \$123068 2876 N BROADWAY AVE SIDNEY OH PIN:	
23. 200100108196	0907 0140	ASSGN MTG	JONES CHRISTI A R	NATIONAL CITY MORTGAGE E	08/29/2001	Sub: OAK RIDGE SUB P 8/43 & REPLAT 16/1 Lot: 11 City: FRANKLIN Descr:1ST ADDN O.R. VOL 907 PG 132 PIN:	
24. 200100006295	0243 0140	REL MTG	JONES CHRISTI A  E	TRANS CONTINENTAL NKA	07/09/2001	Tsp:SIDNEY Lot:1856 Descr:J C CUMMINS ADDN MTG VOL 647 PG 166 PIN: Tsp:SIDNEY Lot:1857 Descr:PT LOT J C CUMMINS	
25. 200100005624	0885 0144	MORTGAGE	JONES CHRISTI A	FIRST UNION NATIONAL BK	06/19/2001	ADDN MTG VOL 647 PG 166 PIN:  Tsp:SIDNEY Lot:1856 Descr:J C CUMMINS ADDN \$84000 615-617 S WALNUT ST SIDNEY OH PIN:  Tsp:SIDNEY Lot:1857 Descr:PART LOT CUMMINS ADDN \$84000 615-617 S WALNUT ST SIDNEY OH PIN:	2064 / 0015
26. 199900007661	0204 0037	ASSGN MTG	JONES CHRISTI A R	FIRST NATIONWIDE MTG  E	08/17/1999	Tsp:SIDNEY Lot:1856 Descr:CUMMINS ADDN MTG VOL 647 PG 166 PIN: Tsp:SIDNEY Lot:1857 Descr:PART LOT CUMMINS ADDN MTG VOL 647 PG 166 PIN:	
27. 199700006360	0647 0166	MORTGAGE	JONES CHRISTI A R	TRANS CONTINENTAL MTG E	08/01/1997	Tsp:SIDNEY Lot:1856 Descr:CUMMINS ADDN \$66600 615-617 S WALNUT SIDNEY OH PIN: Tsp:SIDNEY Lot:1857 Descr:PART LOT CUMMINS ADDN \$66600 615-617 S WALNUT SIDNEY OH PIN:	
28. 199700006359	0357 0161	WARR DEED	JONES CHRISTI A	JONES ARNOLD L	08/01/1997	Tsp:SIDNEY Lot:1856 Descr:CUMMINS ADDN 01-18-36-333-035 AUDITORS TRANSFER \$148.00 PIN: Tsp:SIDNEY Lot:1857 Descr:PART LOT CUMMINS ADDN 01-18-36-333-036 PIN: Sub: Lot: City: Descr:AUDITORS TRANSFER \$148.00 PIN:	
29. 202000003912	2230 0226	REL MTG	JONES CHRISTINA A E	UNION SAVINGS BANK	07/07/2020	Sub: BON AIR ADDITION P L3/11 Lot: 113 City: SIDNEY Descr:O.R. VOL 2164 PG 107 PIN: Sub: BON AIR ADDITION P L3/11 Lot: 112 City: SIDNEY Descr:PART LOT O.R. VOL 2164 PG 107 PIN:	2164 / 0107
30. 202000002333	2219 0143	MORTGAGE	JONES CHRISTINA A R	MUTUAL FEDERAL E	05/01/2020	Sub: BON AIR ADDITION P L3/11 Lot: 113 City: SIDNEY Descr:\$209000 1516 BON AIR CIRCLE SIDNEY OH PIN: Sub: BON AIR ADDITION P L3/11 Lot: 112 City: SIDNEY Descr:PART LOT \$209000 PIN:	
31. 201900001374	2164 0104	DEED	JONES CHRISTINA A	WELSH ERIC P	03/25/2019	Sub: BON AIR ADDITION P L3/11 Lot: 113 City: SIDNEY Descr:AUDITOR TRANSFER \$880.00 PIN:1-19-30-104-001 Sub: BON AIR ADDITION P L3/11 Lot: 112 City: SIDNEY Descr:PART LOT PIN:1-19-30-104-005	

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Search Criteria: Search Type: All Names; Name: JONES, CHRISTI; Remove Non-AlphaNumeric Characters: true; Filter Results: One Row per Document

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Instrumentx 32. 201900001375	<b>Book / Page</b> 2164 0107	Document Type MORTGAGE	<b>Name</b> JONES CHRISTINA A	Other Name UNION SAVINGS BANK	<b>Recorded</b> 03/25/2019	<b>Description</b> Sub: BON AIR ADDITION P L3/11 Lot: 113 City: SIDNEY	<b>Marginal</b> 2230 / 0226
			R	Е		Descr:\$209000 1516 BON AIR CIRCLE SIDNEY OH PIN: Sub: BON AIR ADDITION P L3/11 Lot: 112 City: SIDNEY Descr:PART LOT \$209000 PIN:	
33. 201700004708	2096 0297	REL MTG	JONES CHRISTINA A R	JONES GLENN N E	08/23/2017	Tsp:SIDNEY Lot:1856 Descr:J C CUMMINS ADDN O.R. VOL 2061 PG 688 PIN: Tsp:SIDNEY Lot:1857 Descr:PART LOT J C CUMMINS ADDN O.R. VOL 2061 PG 688 PIN:	2061 / 0688
34. 201700004433	2094 0470	WARR DEED	JONES CHRISTINA A R	BURKS PROPERTIES LLC  E	08/08/2017	Tsp:SIDNEY Lot:1856 Descr:J C CUMMINS ADDN AUDITORS TRANSFER \$340.00 PIN:1-18-36-333-035 Tsp:SIDNEY Lot:1857 Descr:PT LOT J C CUMMINS ADDN PIN:1-18-36-333-036	
35. 201600006711	2061 0686	WARR DEED	JONES CHRISTINA A E	JONES CHRISTI A R	11/23/2016	Tsp:SIDNEY Lot:1856 Descr:J C CUMMINS ADDN AUDITORS TRANSFER EXEMPT PIN:1-18-36-333-035 Tsp:SIDNEY Lot:1857 Descr:PART LOT J C CUMMINS ADDN PIN:1-18-36-333-036	
36. 201600006712	2061 0688	MORTGAGE	JONES CHRISTINA A R	MORTGAGE ELECTRONIC REGI E	11/23/2016	Tsp:SIDNEY Lot:1856 Descr:J C CUMMINS ADDN \$67200 615-617 S WALNUT AVE SIDNEY OH PIN: Tsp:SIDNEY Lot:1857 Descr:PART LOT J C CUMMINS ADDN \$67200 PIN:	2096 / 0297
37. 202200066	2306 3379	AGREEMENT	JONES CHRISTINA ETAL	SIDNEY CITY OF  E	01/04/2022	Sub: BON AIR ADDITION P L3/11 Lot: 113 City: SIDNEY Descr: PIN: Sub: BON AIR ADDITION P L3/11 Lot: 112 City: SIDNEY Descr:PT LOT PIN:	

### Full Search Criteria:

Search Type: All Names; Name: JONES, CHRISTI; Remove Non-AlphaNumeric Characters: true; Filter Results: One Row per Document

## Search Results

### Name Search✓

Showing 1 to 9 of 9

<< < 1 > >>							
Party/Company	<b>Date of Birth</b>	Party Type	Case Number	File Date	Initiating Action	Case Status	Court
JONES , CHRISTI		Plaintiff	11CVG01436	10/17/2011	F.E.D.	CLOSED	SIDNEY MUNICIPAL COURT
JONES , CHRISTI A	06/03/1972	Defendant	98TRD06470	10/22/1998	SPEED	CLOSED	SIDNEY MUNICIPAL COURT
JONES , CHRISTINA		Defendant	11CVF00999	07/18/2011	CONTRACTS	CLOSED	SIDNEY MUNICIPAL COURT
JONES , CHRISTINA		Defendant	11CVF01127	08/08/2011	CONTRACTS	CLOSED	SIDNEY MUNICIPAL COURT
JONES , CHRISTINA		Defendant	11CVG01142	08/11/2011	F.E.D.	CLOSED	SIDNEY MUNICIPAL COURT
JONES , CHRISTINA L	02/18/1978	Defendant	99CRB01465	08/17/1999	PASSING BAD CHECKS	CLOSED	SIDNEY MUNICIPAL COURT
JONES, CHRISTI		Plaintiff	17CVI00167	02/10/2017	SMALL CLAIMS	CLOSED	SIDNEY MUNICIPAL COURT
JONES, CHRISTI A		Defendant	10CV000027	01/21/2010	FORECLOSURES	Closed	COMMON PLEAS
JONES, CHRISTINA M	09/22/1982	Petitioner 1	06DS000160	07/06/2006	DISSOLUTION WITH CHILDREN	Closed	COMMON PLEAS

# Search Results

### Name Search✓

Showing 1 to 1 of 1 << < 1 >>>

Party/CompanyDate of BirthParty TypeCase NumberFile DateInitiating ActionCase StatusCourtJONES, GLENN N06/15/1973Defendant1994 SUP 001003/21/1994COMPLAINT FOR SUPPORTClosedSHELBY COUNTY JUVENILE COURT