



Property Information Package Online Foreclosure Auction

For additional information please contact the auction firm at 614-885-0020
or rfk@gryphonusa.com

Auction conducted by:
Richard F. Kruse, Auctioneer & Private Selling Officer
Gryphon Auction Group
Borror Commercial Real Estate



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ATTENTION PROSPECTIVE BIDDERS

ALL INFORMATION CONTAINED IN THIS AND OTHER ADVERTISEMENTS WAS OBTAINED FROM SOURCES BELIEVED TO BE ACCURATE. HOWEVER, NO WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED, IS INTENDED OR MADE. NEITHER AUCTION COMPANY NOR SELLERS SHALL BE LIABLE FOR ANY ERRORS OR THE CORRECTNESS OF INFORMATION. PROPERTY SOLD "AS IS, WHERE IS, WITH ALL FAULTS". PROSPECTIVE BIDDERS SHOULD VERIFY ALL INFORMATION. THE PROPERTY IS OFFERED FOR SALE TO QUALIFIED PURCHASERS WITHOUT REGARD TO PROSPECTIVE PURCHASER'S RACE, COLOR, RELIGION, SEX, MARITAL STATUS, OR NATIONAL ORIGIN. ALL ANNOUNCEMENTS MADE AT THE AUCTION TAKE PRECEDENCE OVER ANY OTHER INFORMATION OR PRINTED MATTER. THE PROPERTY AND IMPROVEMENTS WILL BE SOLD "AS IS" WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND INCLUDING ANY REPRESENTATIONS REGARDING ENVIRONMENTAL CONDITIONS AFFECTING THE PROPERTY. THE WARRANTIES EXCLUDE, BUT ARE NOT NECESSARILY LIMITED TO, FREEDOM FROM STRUCTURAL DEFECTS, CONSTRUCTION IN A WORKMANLIKE MANNER, AND FITNESS FOR HABITATION.

PLEASE MAKE SURE TO READ ALL OF THE TERMS AND CONDITIONS OF SALE. NOTE THAT ACCESS TO THE INTERIOR OF THE PROPERTY MAY NOT BE AVAILABLE PRIOR TO CLOSING.

**THE REAL PROPERTY SHALL BE SOLD SUBJECT TO COURT
CONFIRMATION.**

Be Advised

This property is going through foreclosure and access to the interior may not be authorized.

The purchase of this property is not subject to any contingencies, including financing. You may not have the ability to enter the property prior to closing for any reason, including to complete an appraisal.

Auction Terms & Conditions

Do not trespass or disturb the homeowner or occupant!

It is a crime to trespass on the Property.

All properties are sold “as-is, where-is.”

There are no contingencies.

Binding Auction Agreement

The property identified on the Property Details Page (the "Property") is being auctioned by a Private Selling Officer (the "PSO"). These Auction Terms and Conditions (this "Auction Agreement") set forth important terms and conditions governing the PSO's auction of the Property (the "Auction Services"). Your use of the Auction Services indicates your intent and results in your Auction Agreement to be bound by the terms and conditions of this Auction Agreement. If you do not wish to be bound by the terms and conditions of this Auction Agreement, you must stop using the Auction Services.

Defined Terms

Bidder means a prospective buyer who places a Bid on the Property.

Bid means an offer to purchase the Property at the stated price. Each Bid is an irrevocable offer.

Buyer's Premium refers to the amount, calculated as a percentage of the highest Bid, that is payable, in the case of a third-party sale, by the Highest Bidder to the Private Selling Officer. The Buyer's Premium is added to the amount of the highest Bid in determining the total Contract Price.

Contract Price is the sum of the highest Bid and the Buyer's Premium, if applicable.

Highest Bidder means the Bidder whose Bid (1) is the highest Bid, (2) was made at the conclusion of the time limit for the auction, which may include anti-sniping time, (3) meets the minimum Bid requirement, if applicable, and (4) is acknowledged by the Private Selling Officer as the highest Bid.

Private Selling Officer has the meaning found in Section 2329.01 of the Ohio Revised Code. The Private Selling Officer is identified on the Property Details Page of the Website.

Property Details Page means the page of the Website that identifies a particular property. It is the page where Bids are placed for that property.

Private Selling Officer Sale

The PSO is selling the Property under a court appointment. Real estate documents customarily used in a private sale of real estate, including but not limited to Agency Disclosures, Property Disclosures and Lead Based Paint Disclosures, will not be used in the sale of the Property.

Property Offered "As-Is" Without Contingencies

You agree that the Property is offered and being sold in its "as is" and "where is" condition, with all faults, defects, and limitations, whether apparent or not. You represent that you have done enough of your own research and due diligence on the Property to place your Bid and complete your purchase of the Property for the full Contract Price.

If you are the Highest Bidder, you agree that you will complete your purchase of the Property for the Contract Price in the Property's then-current state and condition, with all defects, both patent and latent, and with all faults of the Property whether known or unknown, currently existing or that may arise in the future. You agree that your obligation to purchase the Property for the Contract Price is not subject to any contingencies, including mortgage, inspection, and occupancy contingencies. You also agree that any repairs, inspections, surveys, or permits related to the Property are at your own risk and expense.

No Interior Access

You acknowledge and agree that the Property is not available for an interior inspection prior to bidding or following the auction. This includes inspections by appraisers and mortgage lenders. Access will only be available following closing of the Property and delivery of the PSO Deed.

Registering to Bid

You agree that you will complete the registration form on the Website in accordance with the Website's registration requirements. You agree that you will not provide false information or impersonate, imitate or pretend to be someone else when registering to Bid on the Website.

You agree that the PSO may require proof of the accuracy of your registration information in a form that the PSO finds acceptable. You also agree that the PSO may reject the use of any password, username, or email address for any reason in his or her discretion. Your failure to provide such proof may lead to termination or suspension of your use of the Website. You may not place a Bid if you have been temporarily or permanently suspended from using the Website.

You may register to Bid only if you are able to form a legally binding contract to purchase real property under the law of the State of Ohio. You cannot Bid if you are a minor or incompetent or do not have the mental capacity or authority to enter into a contract to purchase real property.

If you are registering an entity, your registration constitutes a representation and warranty to the PSO that you have the mental capacity to enter into a contract to purchase real property and that you have actual authority to legally bind the entity to a contract to purchase real property. If you do not have this authority, you agree that you will be personally liable for your conduct.

If any of your registration information changes, you agree that you will update it promptly and that your failure to do so is at your own risk. You will not seek to hold anyone else liable for your failure to keep your registration information up to date.

Safeguarding Your Registration Information

You are solely responsible for your registration information and for updating and maintaining it. You are responsible for all actions taken with the use of your registration information. You may not authorize or permit anyone else to access or use your registration information, and you may not access or use anyone else's registration information. You may not sub-license, transfer, sell, rent or assign your registration information to any third party. Any attempt to do so will be null and void.

Cooperating Broker's Fee

In the event of a third-party sale, the PSO will pay a cooperating broker's fee to a licensed real estate broker if the broker (1) registers the buyer with the PSO on the form required by the PSO and (2) delivers the completed registration form to the PSO (a) before there is any interaction between the buyer and the PSO and (b) before the buyer registers to bid on the Website. Properly registered cooperating brokers will be paid by PSO, not by the Title Company at Closing / Deed Transfer. Brokers should contact the PSO directly for a registration form and full terms.

Bidding on the Property

You agree that your placing a Bid on the Property indicates your intent to purchase the Property for the Contract Price. You also agree that if you are the Highest Bidder you will complete your purchase of the Property for the Contract Price in accordance with Ohio law, the requirements of the Website, and the instructions of the PSO.

Payments Made to Title Company

The Title Company identified by the PSO will collect and disburse all funds. The PSO will not collect any funds from you.

Paying the Sale Deposit

If you are the Highest Bidder, you agree that you will pay the sale deposit shown on the Property Details Page not later than the business day following the date of the Auction, or otherwise in accordance with the requirements described on the Website or established by the PSO. You agree that if a required sale deposit is not shown or the amount shown is incorrect, the PSO may correct the error and require you to pay the correct amount of the sale deposit.

The methods of payment are limited to completing a wire transfer to the title company by close of business the business day following the auction.

If the sale deposit payment is not remitted for any reason, you agree that you will be in default on your obligation to purchase the Property and may be subject to contempt of court or other consequences set forth in section 2329.30 of the Ohio Revised Code or elsewhere in this Auction Agreement.

The Buyer's Premium

If a Buyer's Premium applies to a Property, it will be shown on the Property Details Page. If you are the Highest Bidder and a Buyer's Premium applies to your purchase, you agree to pay the Buyer's Premium at the time of final payment.

Extension of Auction Period

If bidding occurs in the final moments of the auction, the end of the auction will be extended automatically for successive fixed periods of time (usually five minutes or less) (the "Anti-Snipe Time"). The auction will end after no bidding occurs during the Anti-Snipe Time.

Auction Might be Cancelled or Postponed; Sale Might be Vacated

Because the Property is subject to a court proceeding, the auction might be cancelled or postponed at any time and the sale might be vacated after the auction takes place. If you are the Highest Bidder, you acknowledge and agree that your purchase of the Property might be delayed indefinitely and that you might not be able to complete your purchase of the Property at all. You agree that you will bear all risk of loss related to the circumstances described in this paragraph and that you will seek to hold anyone else liable for any loss you incur.

Winning the Auction: The Highest Bidder

At completion of the auction the Highest Bidder will receive Notice via email including a Purchaser Information Form and wire instructions for the Title Company. The Purchaser Form must be returned to the PSO within 24 hours of completion of the auction.

The PSO has sole and absolute discretion to determine the Highest Bidder, subject to the court's review of the results of the auction and the court's confirmation of the sale.

The Balance Due

If you are the Highest Bidder, you must pay the balance of the Contract Price by the payment deadline. Except as provided in the next sentence, the balance due will be equal to:

- the amount of your Bid, plus
- the Buyer's Premium (if applicable), plus
- the transfer tax and recordation fees, less
- the sale deposit previously paid

You acknowledge and agree that the court may hold you responsible for paying costs, allowances, and taxes that the Contract Price is insufficient to cover.

Deadline for Making Your Payment

The deadline for making your final payment for residential property is thirty (30) days after the court's confirmation of the sale. This is required by section 2329.31 of the Ohio Revised Code. Terms for commercial property will be posted on the Property Details Page.

Where to Send Your Payment

You agree to make your final payment by wire transfer to the Title Company identified by the PSO. You acknowledge and agree that no other form of payment is acceptable. The wire-transfer information will be provided at the time you are deemed the High Bidder for the property.

- [Reference on Wire Transfer](#)

Your wire transfer must reference the Auction ID No. and the property address.

The Deed

The PSO will convey title to the Property via a Private Selling Officer's deed. The deed form will comply with section 5302.31 of the Ohio Revised Code. You acknowledge and agree that no warranties of title are made in connection with the conveyance of title.

If you wish to take title in the name of an entity, the PSO may require documentation or information relevant to an entity's purchase of real property, such as entity formation documents and resolutions authorizing the transaction, all of which must be complete and accurate at the time it is provided.

Title Insurance

If the Property is subject to section 2329.191 of the Ohio Revised Code, the Highest Bidder is covered by a form of title insurance applicable to foreclosure actions. Section 2329.191 of the Ohio Revised Code requires the plaintiff in a foreclosure action relating to residential property to file a Preliminary Judicial Report (a "PJR") with the court and to update it with a Final Judicial Report. The PJR is a guarantee of the record title only and is made for the use and benefit of the guaranteed party, as defined in the PJR, and the purchaser at the judicial sale, subject to all of the exclusions, exceptions, conditions, and stipulations set forth in the PJR.

A PJR does not provide the same coverage that an owner's title insurance policy (an "Owner's Policy") provides. An Owner's Policy provides greater coverage. If you wish to obtain additional title insurance coverage, an Owner's Policy and/or a Lender's Policy may be available from Title Company LLC or a title agency of your choice. Any additional title insurance coverage will be solely at your expense.

Defaulting on Your Purchase – Consequences

If you default on your obligation to purchase the Property by the payment deadline (including as a result of a charge-back of the sale deposit), then: (1) you agree to forfeit or pay the amount of the sale deposit to the plaintiff or judgment creditor who requested the sale of the Property and further agree that such an amount is reasonable to cover the costs of your default, (2) you agree to consent to the issuance of an order from the court vacating the sale of the Property, (3) you agree to pay damages to the plaintiff or the judgment creditor who requested the sale of the property in an amount equal to the difference between your Contract Price and the Contract Price at a subsequent sale of the Property. You also acknowledge that you may also be held in contempt of court under section 2329.30 of the Ohio Revised Code and that your eligibility to use the Website may be suspended or terminated.

The consequences of default provided in this Auction Agreement are in addition to any other remedies provided by law. You may be subject to other consequences not described in this Auction Agreement.

Disclaimers Regarding Information

You acknowledge and agree that the PSO has not made, does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, Auction Agreements or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to the Property, including whether any information is complete, accurate, reliable, current, or error-free. You acknowledge and agree that all descriptions of properties on the Website are based solely on visual observations or information available from public records and are provided solely for identification purposes.

Occupancy Status

No representations are made about whether the Property is occupied. If you are the Highest Bidder, you acknowledge and agree that all eviction proceedings and other duties and responsibilities of a real property owner and/or landlord, including compliance with federal, state or local laws, ordinances and regulations, will be your sole responsibility and obligation.

Jurisdiction of the Court

The Property and the auction process are subject to the jurisdiction of a court, usually the Court of Common Pleas in the county in which the Property is located. Your rights and obligations are governed and interpreted by the laws of the State of Ohio, other applicable law, orders from the Court (collectively, "Applicable Law"), and the terms and conditions of this Auction Agreement. If there is conflict between this Auction Agreement and Applicable Law, you agree that the conflict will be resolved in favor of Applicable Law.

This Auction Agreement shall be construed, and the legal relations between the parties determined, in accordance with the laws of the State of Ohio, without regard to its conflicts of law rules. Any allegation, controversy or claim arising from or relating to the Auction Services or brought in connection with this Auction Agreement shall be brought in the Court or, if the Court no longer has jurisdiction over the Property, then in the Franklin County, Ohio, Court of Common Pleas or the United States District Court located in Franklin County, Ohio. You hereby irrevocably consent to the exclusive jurisdiction and venue of these courts. You agree to submit to the personal jurisdiction of these courts, and you agree not to assert the doctrine of forum non conveniens in any action in these courts.

Amendments to this Auction Agreement

The PSO reserves the right to amend the terms of this Auction Agreement at any time. All amendments become effective upon posting to the Website. If you object to any amendment, your sole recourse will be to stop using the Auction Services. Your continued use of the Auction Services constitutes your acknowledgement of the amendment and agreement to be bound by the terms and conditions of this Auction Agreement, as amended.

Last updated June 20, 2017

Private Selling Officer Purchaser Information Form

In the Court of: _____

Case #: _____ Sale Date: _____

Address: _____ City/Township: _____

County, Zip: _____

High Bid: _____ Buyer's Premium: _____

Total Sales Price (High Bid +Buyers Premium) _____

Deposit Amount: _____

To be wired to PSO's Preferred Title Agent within 24 hours. Details will be forwarded to high bidder.

Is the property now a rental property? ___ Yes ___ No ___ Unknown

Will Purchaser occupy the property? ___ Yes ___ No

PURCHASER INFORMATION

(A) Individual Purchaser

Name: _____ Email _____

Mailing Address (No PO Boxes) _____

Telephone: _____

(B) Entity/Business Purchaser

Entity Legal Name: _____

Trade Name (if different): _____

State of Origin: _____ Date of Formation: _____

Mailing Address (No PO Box): _____

Contact Person: _____

Phone: _____ Email: _____

(C) **If purchasing Residential Rental Property purchased by:** Trust Business Trust Estate Partnership
Limited Partnership LLC Association Corporation ANY other entity (Circle One)

Name: _____

Address: _____

Phone: _____ Email: _____

Purchaser MUST be readily accessible through the Contact Person, and located in the State of Ohio

(D) Property Deeded To: (Required for ALL Properties)

Name: _____

Address: _____

Phone: _____ Email: _____

Notice: Once this Form is submitted to the Court, changes to the deed may only be made by Court Order

All of the information provided in this document is true and correct under penalties of perjury>

Sign: _____ Date: _____

BROKER ACKNOWLEDGEMENT FORM

(Required ONLY if a potential purchaser is to be represented in this transaction by a broker or agent. Form **MUST** be filed with auctioneer prior to buyer having contact with auctioneer, viewing property or registering to bid.)

Remit To: Borry CRE & Gryphon Auction Group via email at rfk@gryphonusa.com

AUCTION DATE:

PROPERTY ADDRESS:

ALL LINES MUST BE COMPLETED TO COMPLETE REGISTRATION

PROSPECTIVE BUYER NAME: _____

PROSPECTIVE BUYER EMAIL ADDRESS: _____

PROSPECTIVE BUYER PHONE #: _____

This shall serve as written notice to register the above-referenced Prospective Buyer with Gryphon Auction Group with respect to the above-referenced property to be sold at Public Auction on the above-referenced date. It is understood and agreed that the Broker commission will be governed in accordance with the Terms and Conditions of Sale as set forth in the information package. A 2% commission of the high bid price will be paid to the registered broker named herein if all of the following conditions are met:

- a) this Broker Acknowledgment Form is properly completed and submitted prior to any communication by Auctioneer with Prospective Buyer and before Prospective Buyer registers to bid
- b) the Broker attends all inspection periods (if any) with the Prospective Buyer
- c) the Broker attends the Auction with the Prospective Buyer (if live)
- d) the Prospective Buyer named herein is the highest bidder at the Auction Sale
- e) the Prospective Buyer named herein as the highest bidder at the Auction Sale executes a Memorandum of Sale
- f) the Prospective buyer closes on the sale of the subject property in accordance with the terms of the aforesaid Memorandum of Sale.

Agents/Brokers acting as principals or employees, affiliates or immediate family members are not eligible for this commission. In order to be effective, all Broker Acknowledgment Forms must be received by Gryphon Auction Group before client begins bidding..

Individual Agent/Broker may only represent one Prospective Buyer for any one property.

ACCEPTED:

Prospective Buyer (s) Signature (s)

Date

Agent Signature

Date

Prospective Buyer Printed Name

Agent Name Printed

Brokerage Name

RECEIVED AND ACCPETED BY GRYPHON AUCTION GROUP:

By _____

Date

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number																					
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Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*
- By signing the filled-out form, you:
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 2. Certify that you are not subject to backup withholding, or
 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Owner Name	ROGERS PAUL D ROGERS PAUL D	Prop. Class	R - Residential
		Land Use	510 - ONE-FAMILY DWLG ON PLA
Site Address	5517 DRIFTWOOD RD	Tax District	010 - CITY OF COLUMBUS
		Sch. District	2503 - COLUMBUS CSD
		App Nbrhd	04500
Legal Descriptions	DRIFTWOOD RD FOREST PARK 3 LOT 483	CAUV	N
		Owner Occ Cred.	Y
Mailing Address	5517 DRIFTWOOD RD COLUMBUS OH 43229	Annual Taxes	2,441.70
		Taxes Paid	5,155.89
Tax Bill Mailing	PAUL D ROGERS HELEN R ROGERS 5517 DRIFTWOOD RD COLUMBUS OH 43229-4470	Board of Revision	No
		CDQ	2016

	Current Market Value			Taxable Value		
	Land	Improv	Total	Land	Improv	Total
BASE	\$24,400	\$80,900	\$105,300	\$8,540	\$28,320	\$36,860
TIF	\$0	\$0	\$0	\$0	\$0	\$0
Exempt	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$24,400	\$80,900	\$105,300	\$8,540	\$28,320	\$36,860
CAUV	\$0					

Sales

Date	Grantor	Convey No.	Convey Typ	# Parcels	Sales Price
08/30/2000	ROGERS PAUL D ROGERS HELEN R	18810	GW	1	113,500
02/03/2000	ROGERS LORRIE K	2088	QC	1	10,600
03/24/1994	JACKSON WILLIAM P II &	4737	SU	1	94,000

Land

Lot Type	Act Front	Eff Front	Eff Depth	Acres
F1-FRONT FOOT	65.00	65.00	120.00	.18

Site Characteristics

Property Status	Developed	Excess Frontage	No
Neighborhood	04500	Alley	No
Elevation	Street Level	Sidewalk	Yes
Terrain	Flat	Corner Lot	No
Street/Road	Paved	Wooded Lot	No
Traffic	Normal	Water Front	No
Irregular Shape	No	View	No

Building Data

Use Code	510 - ONE-FAM I	Rooms	7	Level 1	1340
Style	MULTI-LEVEL	Dining Rms	1	Level 2	76
Exterior Wall Typ	92-2/6 MASONR`	Bedrms	3	Level 3+	
Year Built	1962	Family Rms	1	Attic	0
Year Remodeled		Full Baths	1	Fin. Area Above Grd	1416
Effective Year	1962	Half Baths	1	Fin. Area Below Grd	560
Stories	1.0	Basement	FULL BASEMENT	Fin. Area	1976
Condition	AVERAGE	Unfin Area Sq Ft			
Attic	NO ATTIC	Rec Room Sq Ft			
Heat/AC	HEAT / CENTRAL				
Fixtures	7				
Wood Fire	0 / 0				
Garage Spaces					

Improvements

Type	Year Blt	Eff Year Blt	Condition	Size	Area
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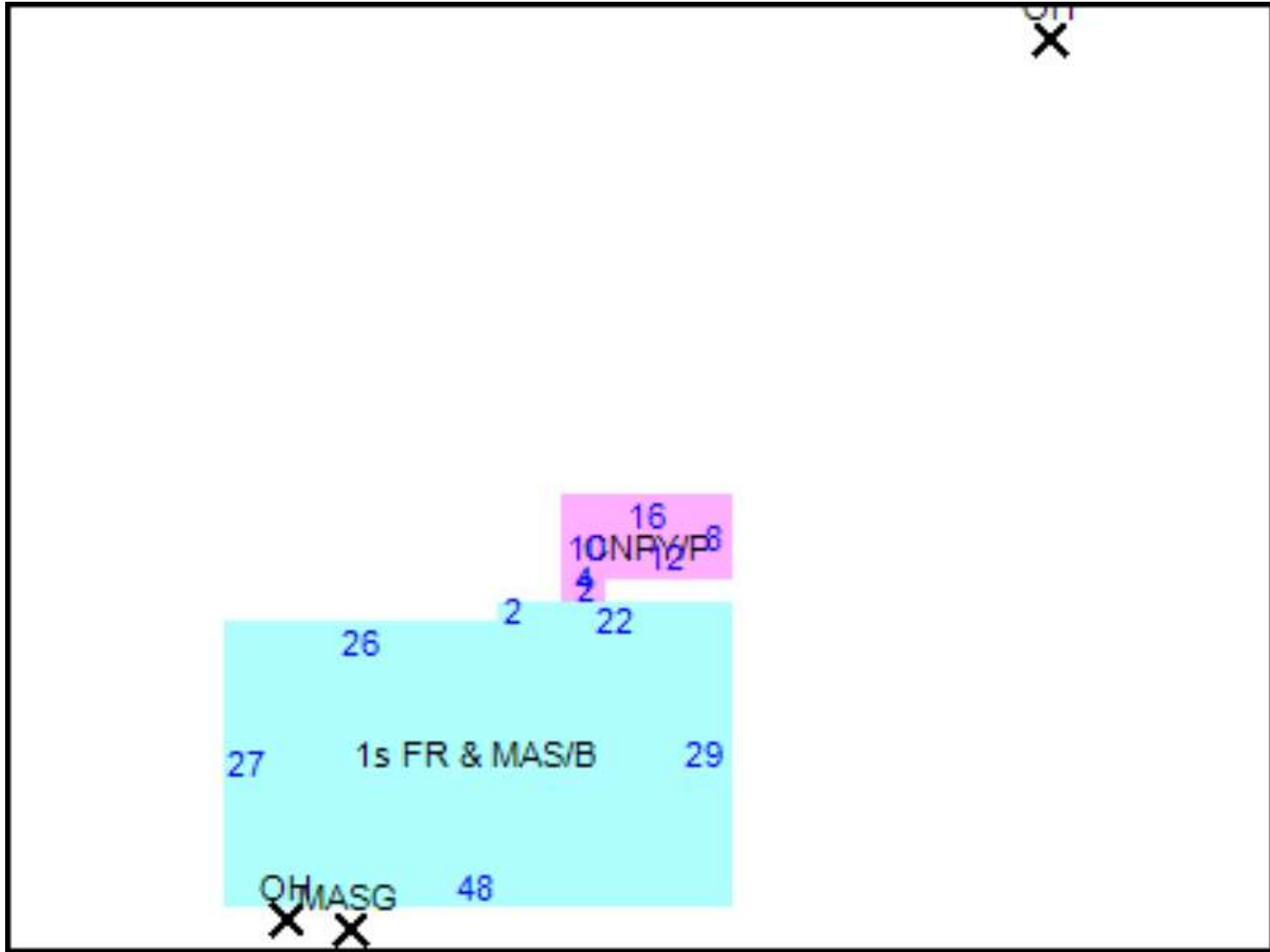
Permits

Date	Est. Cost	Description
06/15/2010	\$ 5,000	RESHINGLE



010-134103 02/27/2014





Sketch Legend

- 0 1s FR & MAS/B 1340 Sq. Ft.
- 1 CNPY/P - 40/39:CONCRETE PATIO/CANOPY 136 Sq. Ft.
- 2 MASG - 47:MASONRY GARAGE Sq. Ft.
- 3 OH - 19:FRAME OVERHANG 52 Sq. Ft.
- 4 OH - 19:FRAME OVERHANG 24 Sq. Ft.

Tax Status

Property Class R - Residential
 Land Use 510 - ONE-FAMILY DWLG ON PLATTI
 Tax District 010 - CITY OF COLUMBUS
 Net Annual Tax 2,441.70
 Taxes Paid 5,155.89
 CDQ Year 2016

Current Year Tax Rates

Full Rate 106.29
 Reduction Factor 0.297042
 Effective Rate 74.717423
 Non Business Rate 0.090738
 Owner Occ. Rate 0.022684

	Current Market Value			Taxable Value		
	Land	Improv	Total	Land	Improv	Total
BASE	\$24,400	\$80,900	\$105,300	\$8,540	\$28,320	\$36,860
TIF	\$0	\$0	\$0	\$0	\$0	\$0
Exempt	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$24,400	\$80,900	\$105,300	\$8,540	\$28,320	\$36,860
CAUV	\$0					

Tax Year Detail

	Annual	Adjustment	Payment	Total
Original Tax	3,917.84	0.00		
Reduction	-1,163.76	0.00		
Adjusted Tax	2,754.08	0.00		
Non-Business Credit	-249.90	0.00		
Owner Occupancy Credit	-62.48	0.00		
Homestead Credit	0.00	0.00		
Net Annual	2,441.70	0.00	2,441.70	0.00
Prior	2,216.54	0.00	2,216.54	0.00
Penalty	110.83	354.82	465.65	0.00
Interest	32.00	0.00	32.00	0.00
SA	0.00	0.00	0.00	0.00
Total	4,801.07	354.82	5,155.89	0.00
1st Half	3,580.22	232.73	3,812.95	0.00
2nd Half	1,220.85	122.09	1,342.94	0.00
Future				

Special Assessment (SA) Detail

Annual	Adjustment	Payment	Total
--------	------------	---------	-------

Payment History

Date	Tax Year	Bill Type	Amount
05/02/2017	2016	Tax	\$ 5,155.89
06/06/2015	2014	Tax	\$ 2,333.06
11/26/2014	2014	Tax	\$ 5,412.31

Tax Distribution

County	
General Fund	\$47.41
Children's Services	\$156.25
Alcohol, Drug, & Mental Health	\$70.76
MRDD	\$225.15
Metro Parks	\$24.12
Columbus Zoo	\$22.44
Senior Options	\$41.81
School District	\$1,662.21
School District (TIF)	\$.00
Township	\$.00
Township (TIF)	\$.00
Park District	\$.00
Vocational School	\$.00
City / Village	\$101.27
City / Village (TIF)	\$.00
Library	\$90.28

BOR Case Status

Rental Contact

Owner / Contact Name
 Business Name
 Title
 Contact Address1
 Contact Address2
 City
 Zip Code
 Phone Number

Last Updated

CAUV Status

CAUV Status No
 CAUV Application Received No

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

WELLS FARGO FINANCIAL OHIO 1 INC
Plaintiff

vs.

PAUL D ROGERS, ET AL
Defendant

Case No. 16CV10561

Judge REECE

LAND APPRAISEMENT

We the undersigned disinterested freeholders and residents of the County of Franklin, State of Ohio, having been duly summoned and sworn by DALLAS L. BALDWIN, Sheriff of said County, to impartially appraise, upon actual view (when available), the land and tenements as described in the legal description contained in the Order of Sale filed herein on July 10th, 2017 and commonly known as

5517 DRIFTWOOD DRIVE COLUMBUS, OH 43229-0000 Parcel#: 010-134103


to be sold pursuant to an Order of Sale issued from The Court Of Common Pleas Of Said County, in the above entitled action, after actual view (when available) of said premises, estimate and affix the real value of the property in money to be \$144,000.00.

Given under oath 07/17/2017.

BENSON COLLIER



KATHERINE M. CHIPPS



R. MICHAEL TAYLOR

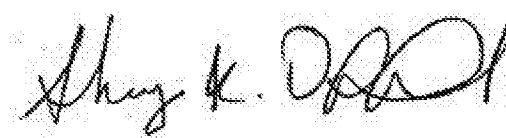


THE STATE OF OHIO, FRANKLIN COUNTY, ss.

I hereby certify that the above named appraisers are freeholders and residents of Franklin County, Ohio and were duly summoned and sworn by me to impartially appraise, upon actual view, the premises as described on the attachment to this document on 07/17/2017.

DALLAS L. BALDWIN, FRANKLIN COUNTY SHERIFF

By



Deputy

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

.....
Wells Fargo Financial Ohio 1, Inc.

Plaintiff,

vs.

Paul D. Rogers, et al.

Defendants.

Case No. 16CV010561

Judge Guy L. Reece

**ORDER TO APPOINT PRIVATE
SELLING OFFICER**

This matter is before the Court on the Motion of Plaintiff, Wells Fargo Financial Ohio 1, Inc. ("Plaintiff") to Appoint a Private Selling Officer pursuant to ORC § 2329.152. The Court finds the Motion to be well-taken and **GRANTS** Plaintiff's request.

Therefore, it is hereby **ORDERED, ADJUDGED** and **DECREED**:

1. Richard F. Kruse is a resident of Ohio, a licensed auctioneer pursuant to ORC § 4707.01, *et. seq.*, and a licensed real estate broker or real estate salesperson pursuant to ORC § 4735.01, *et. seq.*
2. Plaintiff is authorized to use Richard F. Kruse as the Private Selling Officer ("PSO") for the purpose of conducting the sale of the real property commonly known as 5517 Driftwood Drive, Columbus, OH 43229 ("Property").

3. The PSO shall advertise the Property in a newspaper of general circulation for a minimum of three (3) consecutive weeks pursuant to O.R.C. §§ 2329.26-2329.27 and place the Property with the area Multiple Listing Service (MLS) if the PSO is a member of the area MLS. The PSO may perform additional advertisement related to the sale of the Property, including, but not limited to, online advertisement, social media advertisement, and direct marketing to potential purchasers.
4. The PSO may sell the Property in accordance with the applicable sections of O.R.C. §§ 2329.01 to 2329.61.
5. The PSO shall engage the services of a duly licensed title agent or title company to provide title, escrow, and closing services related to the sale of the Property, which may also provide additional administrative services to the PSO.
6. The PSO shall not be required to provide or obtain an Agency Disclosure Statement and Residential Property Disclosure Form related to the sale of the Property.
7. The PSO shall execute a deed of conveyance to the purchaser (or purchaser's designee) of the Property and cause the deed to be recorded on behalf of the purchaser.
8. The Court finds the fee to be paid the PSO in the amount of \$750.00, plus actual costs incurred related to the advertisement of the Property, is reasonable for the services being provided by the PSO.
9. The PSO shall file with the court an itemized report that includes (1) the costs incurred for appraisal, publication, marketing, and any other expenses; (2) the fees charged by the title agent or title company for title, escrow, closing services, and administrative services, if applicable; and (3) the fees charged by the PSO related to the sale of the Property. The

costs and fees contained in the report are to be taxed as costs to the case as set forth in

O.R.C. § 2329.152.

IT IS SO ORDERED.

cc: Paul D. Rogers
Helen R. Rogers
John Doe, Name Unknown, the Unknown Spouse of Helen R. Rogers (if any)
Ohio Homeowner Assistance LLC
Franklin County Treasurer
Jane Doe, Name Unknown, the Unknown Spouse of William P. Jackson II (if any)
Jane Doe, Name Unknown, the Unknown Spouse of Paul D. Rogers (if any)
Approved:

/s/ Kyle E. Timken

Kyle E. Timken (0071381)
Melissa N. Hamble fka Melissa N. Meinhart (0083909)
Angela D. Kirk (0075177)
Jacqueline M. Wirtz (0090268)
Michael E. Carleton (0083352)
Matthew P. Curry (0078306)
Manley Deas Kochalski LLC
P. O. Box 165028
Columbus, OH 43216-5028
Telephone: 614-222-4921
Fax: 614-220-5613
Email: ket@manleydeas.com
Attorney for Plaintiff

***** Pursuant to the Court's Sixth Amended Administrative Order issued May 6, 2015,
the party submitting a proposed order/entry shall, after the order/entry has been signed by the Judge and
e-Filed, print out a copy of the same and mail it to all non-registered parties on the case. *****

Franklin County Court of Common Pleas

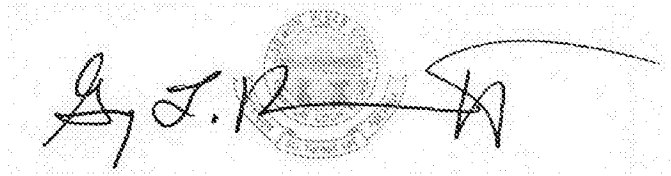
Date: 06-28-2017

Case Title: US BANK TRUST NA TRUSTEE -VS- PAUL D ROGERS

Case Number: 16CV010561

Type: ORDER

It Is So Ordered.

A handwritten signature in black ink, appearing to read "G. L. Reece, II", is written over a circular, embossed seal. The seal is partially obscured by the signature and has a textured, dotted appearance.

/s/ Judge Guy L. Reece, II

Court Disposition

Case Number: 16CV010561

Case Style: US BANK TRUST NA TRUSTEE -VS- PAUL D ROGERS

Motion Tie Off Information:

1. Motion CMS Document Id: 16CV0105612017-06-1999970000

Document Title: 06-19-2017-MOTION - PLAINTIFF: WELLS
FARGO FINANCIAL OHIO 1 INC - APPT PRIVATE SELLING
OFFICER

Disposition: MOTION GRANTED

IN THE COURT OF COMMON PLEAS
FRANKLIN COUNTY, OHIO

Wells Fargo Financial Ohio 1, Inc.

Plaintiff,

vs.

Paul D. Rogers, et al.

Defendants.

Case No. 16CV010561

Judge Guy L. Reece

NOTICE OF FILING FINAL
JUDICIAL REPORT

Now comes Plaintiff with its Notice of Filing Final Judicial Report. Attached hereto is the Final Judicial Report.

Respectfully submitted,

/s/ Kyle E. Timken

Kyle E. Timken (0071381)
Melissa N. Hamble fka Melissa N. Meinhart
(0083909)
Angela D. Kirk (0075177)
Jacqueline M. Wirtz (0090268)
Michael E. Carleton (0083352)
Matthew P. Curry (0078306)
Manley Deas Kochalski LLC
P. O. Box 165028
Columbus, OH 43216-5028
Telephone: 614-222-4921
Fax: 614-220-5613
Email: ket@manleydeas.com
Attorney for Plaintiff



*First American Title*SM

FINAL JUDICIAL REPORT

Issued by

First American Title Insurance Company

Attached to and made a part of Policy No.: 5007339-180352

FILE NUMBER: 16-029860

An examination of the record title from the Effective Date of the Preliminary Judicial Report, any Supplemental Judicial Report or Final Judicial Report dated October 21, 2016, Order No. 5007339-180352, has been made to the date hereof and the Company finds the following matters of record:

(Continued)

Final Judicial Report (Continued)

1. **TAX INFORMATION:** The property stands charged on the Franklin County Auditor's Duplicate in the name of Paul D. Rogers and Helen R. Rogers. It carries parcel number 010-134103-00 and has a physical street address of 5517 Driftwood Drive, Columbus, OH 43229.

The Treasurer has a first lien for taxes in an amount to be determined.

Taxes or assessments approved, levied or enacted by the State, County, Municipality, Township or similar taxing authority, but not yet certified to the tax duplicate of the County in which the land is situated, including any retroactive increases in taxes or assessments resulting from any retroactive increase in the valuation of the land by the State County, Municipality, Township or other taxing authority.

2. Schedule B is updated by adding Item 7 as follows:

An examination of the PACER index of the United States Bankruptcy Court, Southern District of Ohio, reflects the following: Paul D. Rogers, 1436 Chelmsford Square North, Columbus, OH 43229, filed a Chapter 7 Petition for Bankruptcy in the United States Bankruptcy Court, Southern District of Ohio, Case No. 1:16-bk-57700, on December 1, 2016.

3. A review of the proceedings in Case No. 16CV010561, Common Pleas Court, Franklin County, Ohio has been made and the Company finds no record in said proceedings of service completed on the following parties:

NONE

Service results for the parties are as follows:

- Paul D. Rogers, served by Private Process Service on November 10, 2016;
- Helen R. Rogers, served by Private Process Service on November 11, 2016, served by Certified Mail on November 9, 2016, and served by Private Process Service on November 11, 2016;
- John Doe, Name Unknown, the Unknown Spouse of Helen R. Rogers (if any), service not required;
- Ohio Homeowner Assistance LLC, served by Certified Mail on November 9, 2016;
- Franklin County Treasurer, served by Certified Mail on November 9, 2016 and served by Private Process Service on November 10, 2016;
- Jane Doe, Name Unknown, the Unknown Spouse of William P. Jackson II (if any), service not required;
- Jane Doe, Name Unknown, the Unknown Spouse of Paul D. Rogers (if any), service not required;

FIRST AMERICAN TITLE INSURANCE COMPANY

Number 5007339-180352

File Number 16-029860

FINAL JUDICIAL REPORT

This examination is made for the use and benefit of the Guaranteed Party to said proceedings and purchaser at judicial sale thereunder and is further subject to the Exclusions from coverage, the Exceptions contained in Schedule B and the Conditions and Stipulations of the Preliminary Judicial Report, Final Judicial Report and any supplements related hereto.

Dated: November 30, 2016 at 7:59 a.m.

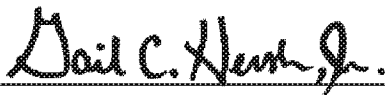
In witness whereof, FIRST AMERICAN TITLE INSURANCE COMPANY has caused these presents to be signed in facsimile under authority of its by-laws.

First American Title Insurance Company

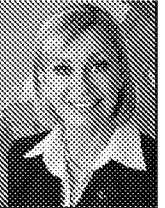
Dennis J. Gilmore, President Jeffrey S. Robinson, Secretary

Allodial Title, LLC

By: 

Gail C. Hersh, Jr., Agent
Authorized Signatory

Maryellen O'Shaughnessy Franklin County Clerk of Courts



Home Case Information Online Court Schedule

Last Name: First Name: Middle Init: Court: All Case: 16 CV 010561 Search

Advanced Search Small Update

CIVIL CASE DETAIL

Previous Case

Next Case

CASE NUMBER	TYPE of CASE	STATUS	DATE FILED
16 CV 010561	FORECLOSURES	ACTIVE	11/04/2016

JUDGE	COURTROOM
GUY L REECE II	COURTROOM 3E 345 SOUTH HIGH STREET 3RD FLOOR COLUMBUS, OH 43215

PLAINTIFF(S)

Name	Attorney
<input checked="" type="checkbox"/> WELLS FARGO FINANCIAL OHIO 1 INC	MICHAEL E CARLETON

DEFENDANT(S)

Name	Attorney
<input checked="" type="checkbox"/> PAUL D ROGERS	NO ATTORNEY ON RECORD
<input checked="" type="checkbox"/> JANE DOE UNKNOWN SPOUSE PAUL D ROGERS	NO ATTORNEY ON RECORD
<input checked="" type="checkbox"/> JANE DOE UNKNOWN SPOUSE WILLIAM P JACKS O	NO ATTORNEY ON RECORD
<input checked="" type="checkbox"/> FRANKLIN COUNTY TREASURER	NO ATTORNEY ON RECORD
<input checked="" type="checkbox"/> OHIO HOMEOWNER ASSISTANCE LLC	NO ATTORNEY ON RECORD
<input checked="" type="checkbox"/> JOHN DOE UNKNOWN SPOUSE HELEN R ROGERS	NO ATTORNEY ON RECORD
<input checked="" type="checkbox"/> HELEN R ROGERS	NO ATTORNEY ON RECORD

CASE SCHEDULE

Date	Description
11/04/16	CASE FILED
*****	INITIAL STATUS CONFERENCE
03/24/17	INITIAL JOINT DISCLOSURE OF ALL WITNESSES
05/19/17	SUPPLEMENTAL JOINT DISCLOSURE OF ALL WITNESSES
06/02/17	TRIAL CONFIRMATION DATE
08/11/17	DISPOSITIVE MOTIONS
08/25/17	DISCOVERY CUT-OFF
10/06/17	DECISIONS ON MOTIONS
*****	FINAL PRE-TRIAL CONFERENCE/ORDER (OR BOTH)
11/06/17	TRIAL ASSIGNMENT

DOCKET

Show All Descriptions

Select Docket Category

All

Date	Description	Image	Fiche	Frame	Pages
<input checked="" type="checkbox"/> 11/29/16	ORIGINAL COPY OF FAILURE OF SERVICE NOTICE FILED				
<input checked="" type="checkbox"/> 11/29/16	SERVICE FAILED - CERTIFIED		E2636	B81	1
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<input checked="" type="checkbox"/> 11/29/16	SERVICE FAILED - PROCESS SERVER		0D341	Y55	1
<input checked="" type="checkbox"/> 11/28/16	SERVICE COMPLETE - CERTIFIED MAIL		E2633	U88	1
<input checked="" type="checkbox"/> 11/18/16	SERVICE COMPLETE - CERTIFIED MAIL		E2632	I13	1
<input checked="" type="checkbox"/> 11/18/16	SERVICE COMPLETE - CERTIFIED MAIL		E2632	I12	1
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11/14/16	SUMMONS ISSUED		E2630	T01	1
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11/14/16	SUMMONS ISSUED		E2630	S98	1
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11/14/16	SUMMONS ISSUED		E2630	S96	1
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11/14/16	SUMMONS ISSUED		E2630	S94	1
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11/14/16	SUMMONS ISSUED		E2630	S92	1
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11/14/16	SUMMONS ISSUED		E2630	S90	1
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<input checked="" type="checkbox"/> 11/11/16	ORIGINAL COPY OF FAILURE OF SERVICE NOTICE FILED				
<input checked="" type="checkbox"/> 11/11/16	SERVICE COMPLETE - PROCESS SERVER		0D325	C58	1
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<input checked="" type="checkbox"/> 11/11/16	SERVICE COMPLETE - PROCESS SERVER		0D325	C54	1
11/09/16	CASE MANAGEMENT ORDER		0D314	L52	4
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<input checked="" type="checkbox"/> 11/08/16	PROOF OF SERVICE ISSUED - CERTIFIED MAIL		E2628	N09	1
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11/08/16	PROOF OF SERVICE ISSUED - CERTIFIED MAIL	E2628	N04	1
11/08/16	PROOF OF SERVICE ISSUED - CERTIFIED MAIL	E2628	N03	1
11/08/16	PROOF OF SERVICE ISSUED - CERTIFIED MAIL	E2628	N02	1
11/08/16	SUMMONS ISSUED	E2628	L85	1
11/08/16	SUMMONS ISSUED	E2628	L84	1
11/08/16	SUMMONS ISSUED	E2628	L83	1
11/08/16	SUMMONS ISSUED	E2628	L82	1
11/08/16	SUMMONS ISSUED	E2628	L81	1
11/08/16	SUMMONS ISSUED	E2628	L80	1
11/08/16	SUMMONS ISSUED	E2628	L79	1
11/08/16	SUMMONS ISSUED	E2628	L78	1
11/08/16	SUMMONS ISSUED	E2628	L77	1
11/08/16	COMMITMENT FOR TITLE INSURANCE	0D313	J27	8
11/07/16	SECURITY DEPOSIT RECEIVED		00	
11/07/16	APPLIED - SPECIALTY DOCKET FUND		00	
11/07/16	APPLIED - LEGAL AID		00	
11/07/16	APPLIED - COURT COMPUTERIZATION		00	
11/07/16	APPLIED - E-FILING CHARGE		00	
11/07/16	APPLIED - DAILY REPORTER		00	
11/07/16	APPLIED - CLERK		00	
11/07/16	APPLIED - DEPOSIT FOR COSTS		00	
11/07/16	APPLIED - COMPUTERIZED RESEARCH LEGAL FEES		00	
11/04/16	EXHIBITS	0D310	H18	4
11/04/16	REQUEST FOR SERVICE - CERTIFIED MAIL	0D310	H16	2
11/04/16	REQUEST FOR SERVICE - CERTIFIED MAIL	0D310	H16	2
11/04/16	REQUEST FOR SERVICE - CERTIFIED MAIL	0D310	H16	2
11/04/16	REQUEST FOR SERVICE - CERTIFIED MAIL	0D310	H16	2
11/04/16	REQUEST FOR SERVICE - CERTIFIED MAIL	0D310	H16	2
11/04/16	REQUEST FOR SERVICE - CERTIFIED MAIL	0D310	H16	2
11/04/16	REQUEST FOR SERVICE - CERTIFIED MAIL	0D310	H16	2
11/04/16	REQUEST FOR SERVICE - CERTIFIED MAIL	0D310	H16	2
11/04/16	REQUEST FOR SERVICE - CERTIFIED MAIL	0D310	H16	2
11/04/16	REQUEST FOR SERVICE - CERTIFIED MAIL	0D310	H16	2
11/04/16	REQUEST FOR SERVICE - PROCESS SERVER	0D310	H14	2
11/04/16	REQUEST FOR SERVICE - PROCESS SERVER	0D310	H14	2
11/04/16	REQUEST FOR SERVICE - PROCESS SERVER	0D310	H14	2
11/04/16	REQUEST FOR SERVICE - PROCESS SERVER	0D310	H14	2
11/04/16	REQUEST FOR SERVICE - PROCESS SERVER	0D310	H14	2
11/04/16	REQUEST FOR SERVICE - PROCESS SERVER	0D310	H14	2
11/04/16	COMPLAINT FILED	0D310	G89	24
11/04/16	APPEARANCE FILED			
11/04/16	APPEARANCE FILED			
11/04/16	APPEARANCE FILED			
11/04/16	APPEARANCE FILED			
11/04/16	CLERKS ORIGINAL CASE SCHEDULE FILED	0D310	H22	1
11/04/16	JUDGE ASSIGNED - ORIGINAL			
11/04/16	HEARING EVENT SCHEDULED			

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing Notice of Filing Final Judicial Report was sent to the following via the Court's electronic filing system on the date indicated below:

Franklin County Treasurer, 373 South High Street, 17th Floor, Columbus, OH 43215

The undersigned hereby certifies that a copy of the foregoing Notice of Filing Final Judicial Report was sent to the following by ordinary U.S. Mail, postage prepaid, on the date indicated below:

Paul D. Rogers, 1436 Chelmsford Square North, Columbus, OH 43229

Helen R. Rogers, 3660 Brinkman Drive, Grove City, OH 43123

John Doe, Name Unknown, the Unknown Spouse of Helen R. Rogers (if any), 3660 Brinkman Drive, Grove City, OH 43123

Ohio Homeowner Assistance LLC, c/o John F. Kukura III., as Registered Agent, 88 East Broad Street, Suite 1800, Columbus, OH 43215

Jane Doe, Name Unknown, the Unknown Spouse of William P. Jackson II (if any), 53 Flax Street, Delaware, OH 43015

Jane Doe, Name Unknown, the Unknown Spouse of Paul D. Rogers (if any), 1436 Chelmsford Square North, Columbus, OH 43229

/s/ Kyle E. Timken

Kyle E. Timken
Melissa N. Hamble fka Melissa N. Meinhart
Angela D. Kirk
Jacqueline M. Wirtz
Michael E. Carleton
Matthew P. Curry

June 7, 2017

Dated

IN THE COURT OF COMMON PLEAS
FRANKLIN COUNTY, OHIO

.....
Wells Fargo Financial Ohio 1, Inc.

Plaintiff,

vs.

Paul D. Rogers, et al.

Defendants.

Case No. 16CV010561

Judge GUY L REECE, II

**PRELIMINARY JUDICIAL
REPORT**

Attached hereto is a Preliminary Judicial Report regarding the above referenced case.

Respectfully submitted,

/s/ Kyle E. Timken

Kyle E. Timken (0071381)
Michael E. Carleton (0083352)
David F. Hanson (0059580)
Matthew P. Curry (0078306)
Manley Deas Kochalski LLC
P. O. Box 165028
Columbus, OH 43216-5028
Telephone: 614-222-4921
Fax: 614-220-5613
Email: ket@manleydeas.com
Attorney for Plaintiff

 First American Title™	Preliminary Judicial Report
	ISSUED BY First American Title Insurance Company
Schedule A	REPORT NUMBER 5007339-180352

Guaranteed Party Name:	Plaintiff in Judicial Action	File No.: 16-029860
Guaranteed Party Address:	c/o Manley Deas Kochalski LLC	Effective Date: October 21, 2016
City, State, Zip:	P. O. Box 165028 Columbus, OH 43216-5028	at 7:59 a.m.

Pursuant to your request for a Preliminary Judicial Report (hereinafter "the Report") for use in judicial proceedings, **FIRST AMERICAN TITLE INSURANCE COMPANY** (hereinafter "the Company") hereby guarantees, in an amount not to exceed \$126,188.19, that it has examined the public records in Franklin County, Ohio as to the land described in Schedule A, that the record title to the land is at the date hereof vested in Paul D. Rogers and Helen R. Rogers by instrument dated August 30, 2000, filed August 30, 2000, recorded as Instrument Number 200008300174785, Franklin County, Ohio records, as set forth on Schedule A attached, and free from all encumbrances, liens or defects of record, except as shown in Schedule B.

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

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

Issuing Agent: Allodial Title, LLC
Agent Control No.:
Address: P. O. Box 165028
City, State, Zip: Columbus, OH 43216-5028
Telephone: 614-220-5611

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

Issued by: Allodial Title, LLC
P. O. Box 165028
Columbus, OH 43216-5028

Signed:

By: *Dail C. Newkirk, Jr.*
Authorized Countersignatory

First American Title Insurance Company



Dennis J. Gilmore

Dennis J. Gilmore
President

Timothy Kamp

Timothy Kamp
Secretary

This jacket was created electronically and constituted an original document.

FIRST AMERICAN TITLE INSURANCE COMPANY**Number 5007339-180352
File Number 16-029860****PRELIMINARY JUDICIAL REPORT
SCHEDULE A
DESCRIPTION OF LAND**

Situated in the State of Ohio, County of Franklin, City of Columbus and bounded and described as follows;

Being Lot Number Four Hundred Eighty-three (483) in Forest Park No. 3 Addition to said City, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 34, pages 64 and 65, Recorder's Office, Franklin County, Ohio.

SOURCE OF TITLE**TITLE ACQUIRED BY:**

Being the same property conveyed to Paul D. Rogers and Helen R. Rogers who acquired title by virtue of a deed from Lorrie K. Rogers, unmarried, filed August 30, 2000, recorded as Instrument Number 200008300174785, Franklin County, Ohio records,

and free from all encumbrances, liens or defects, except as shown in Schedule B.

FIRST AMERICAN TITLE INSURANCE COMPANY

Number 5007339-180352
 File Number 16-029860

SCHEDULE B

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

1. TAXES FOR THE YEAR 2015 AND 2016:

Assessed in the name of Paul D. Rogers and Helen R. Rogers
 Parcel Number: 010-134103-00
 Physical Street Address: 5517 Driftwood Drive, Columbus, Ohio 43229.

TOTAL VALUATION: \$36,860.00

Land Value: \$8,540.00, Building Value: \$28,320.00

The taxes for the first installment are in the amount of \$1,219.10.
 The taxes for the second installment are in the amount of \$1,108.27.

The Total amount due as of the effective date of this report (including delinquencies, penalties and interest, if any) is \$2,327.37.

The Treasurer has a first lien for taxes in an amount to be determined.

Taxes or assessments approved, levied or enacted by the State, County, Municipality, Township or similar taxing authority, but not yet certified to the tax duplicate of the County in which the land is situated, including any retroactive increases in taxes or assessments resulting from any retroactive increase in the valuation of the land by the State, County, Municipality, Township or other taxing authority.

Taxes for the year 2016 are undetermined and a lien, not yet due and payable.

2. **Mortgage in favor of Wells Fargo Financial Ohio 1, Inc., 626 West Schrock Road, Westerville, OH 43081, from Paul D. Rogers and Helen R. Rogers, husband and wife, in the amount of \$156,841.64, recorded on April 28, 2005 as Instrument Number 200504280079885, Franklin County, Ohio records.**
3. Mortgage in favor of Ohio Homeowner Assistance LLC, 88 East Broad Street, Suite 1800, Columbus, OH 43215, from Helen D. Rogers and Paul R. Rogers, a married person(s), in the amount of \$35,000.00, recorded on October 31, 2014 as Instrument Number 201410310144479, Franklin County, Ohio records.
4. Liens in favor of the State of Ohio filed, but not yet indexed in the dockets of the Franklin County Common Pleas Clerk.

5. An examination of the PACER index of the United States Bankruptcy Court, Southern District of Ohio, reflects the following: Paul David Rogers and Helen Ruth Rogers, 5517 Driftwood Drive, Columbus, OH 43229, filed a Chapter 13 Petition for Bankruptcy in the United States Bankruptcy Court, Southern District of Ohio, Case No. 2:07-bk-56333, on August 14, 2007; debtors were discharged on October 15, 2012; the case was terminated on January 16, 2013.
6. An examination of the PACER index of the United States Bankruptcy Court, Southern District of Ohio, reflects the following: Helen R Rogers, 3660 Brinkman Drive, Grove City, OH 43229, filed a Chapter 7 Petition for Bankruptcy in the United States Bankruptcy Court, Southern District of Ohio, Case No. 2:16-bk-53365, on May 20, 2016; debtor was discharged on September 23, 2016; the case was terminated on October 12, 2016.
7. There is a domestic relations action of record in the Franklin County Court of Common Pleas, Case No. 16-DR-001371, between Helen R. Rogers, 3660 Brinkman Drive, Columbus, OH 43123, and Paul D. Rogers, 5517 Driftwood Road, Columbus, OH 43229. A divorce decree was entered on May 19, 2016. The property is to be disposed of as follows: There is no disposition at this time.
8. Unknown Spouse of William P. Jackson II may claim an interest as evidenced by lack of marital status shown on that certain deed to Lorrie K. Rogers from William P. Jackson II, no marital status, dated January 29, 2000, filed February 3, 2000, as Instrument Number 200002030024327, Franklin County, Ohio records.
9. Easements, conditions, reservations, covenants and restrictions affecting premises described in Schedule A, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or natural origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
10. Oil and gas leases, pipeline agreements or any other instruments related to the production or sale of oil and gas which may arise subsequent to the date of the Policy.
11. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
12. Subject to unfiled mechanic's and materialmen's liens which may be filed pursuant to O.R.C. 1311.21(C).
13. Easements, liens or encumbrances or claims thereof, which are not shown by the public record.
14. The property address and tax parcel identification number listed are provided solely for informational purposes, without warranty as to accuracy or completeness and are not hereby insured.

No examination has been made for any unpaid sewer or water services.

This is a guarantee of record title only and is made for the use and benefit of all parties to said proceedings, and the purchaser at judicial sale thereunder.

Dated: October 21, 2016, at 7:59 a.m.

CONDITIONS AND STIPULATIONS OF THIS PRELIMINARY JUDICIAL REPORT

1. Definition of Terms

- (a) "Guaranteed Party": The party or parties named herein or the purchaser at judicial sale.
- (b) "Guaranteed Claimant": Guaranteed Party claiming loss or damage hereunder.
- (c) "Land": The land described specifically or by reference in Schedule A, and improvements affixed thereto, which by law constitute real property; provided however the term "land" does not include any property beyond the lines of the area specifically described or referred to in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, lanes, ways or waterways.
- (d) "Public Records": Those records under state statute and, if a United States District Court resides in the county in which the Land is situated, the records of the clerk of the United States District Court, which impart constructive notice of matters relating to real property to purchasers for value without knowledge and which are required to be maintained in certain public offices in the county in which the land is situated.

2. Determination of Liability

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

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

3. Liability of Company

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

4. Notice of Claim to be given to Guaranteed Claimant
 In case knowledge shall come to the Guaranteed Party of any lien, encumbrance, defect, or other claim of title guaranteed against and not excepted in this Report, whether in a legal proceeding or otherwise, the Guaranteed Party shall notify the Company within a reasonable time in writing and secure to the Company the right to oppose such proceeding or claim, or to remove said lien, encumbrance or defect at its own cost. Any action for the payment of any loss under this Report must be commenced within one year after the Guaranteed Party receives

actual notice that they may be required to pay money or other compensation for a matter covered by this Report or actual notice someone claims an interest in the Land covered by this Report.

5. Extent of Liability

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

6. Options to Pay or Otherwise Settle Claims; Termination of Liability

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

- (a) To pay or tender to the Guaranteed Claimant the amount of the Report or the balance remaining thereof, less any attorneys fees, costs or expenses paid by the Company to the date of tender. If this option is exercised, all liability of the Company under this Report terminates including but not limited to any liability for attorneys fees, or any costs of defense or prosecution of any litigation.
- (b) To pay or otherwise settle with other parties for or in the name of the Guaranteed Claimant any claims guaranteed by this Report.
- (c) To continue, re-open or initiate any judicial proceeding in order to adjudicate any claim covered by this Report. The Company shall have the right to select counsel of its choice (subject to the right of the Guaranteed Claimant to object for reasonable cause) to represent the Guaranteed Claimant and will not pay the fees of any other counsel.
- (d) To pay or tender to the Guaranteed Claimant the difference between the value of the estate or interest as guaranteed and the value of the estate or interest subject to the defect, lien or encumbrance guaranteed against by this Report.

7. Notices

All notices required to be given to the Company shall be given promptly and any statements in writing required to be furnished to the Company shall be addressed to First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Phone 888-632-1642..

EXCLUSIONS FROM COVERAGE

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