

IN THE COURT OF COMMON PLEAS
GENERAL DIVISION – WASHINGTON COUNTY
205 PUTNAM STREET
MARIETTA, OH 45750

BANKUNITED NA vs. TONY A VANNOY et al

TO THE PRIVATE SELLING OFFICER:

Pursuant to the Court Order filed on 08/17/21 in the Court of Common Pleas, Washington County, Ohio. YOU ARE COMMANDED TO PROCEED according to statutes regulating judgments and executions at law to ADVERTISE AND SELL the real estate described in Plaintiff's petition to make the sum of \$43,132.73 with interest as listed below and costs; and all increase and accruing costs; and the residue, if any there be, you bring into this Court to abide the further order of the Court, and that you make return of your proceedings to our said Court within sixty days from 03/07/22, and have you then and there this writ.

The following are Judgments, Liens or Mortgages listed in the within case pursuant to Court Order filed 08/17/21 and were ordered to be paid within three (3) days of said Court Order and default to pay same has now occurred.

MORTGAGE

RECORDED: VOLUME 460 PAGE 1688
IN THE AMOUNT OF \$43,132.73
WITH INTEREST FROM 05/01/20 AT THE
RATE OF 7.125% PER YEAR

IN FAVOR OF
BANKUNITED NA

AND AGAINST
TONY A VANNOY
ANGELA R VANNOY

CASE NO. 21FR000070

JUDGE: JOHN M HALLIDAY

ORDER OF SALE

WITNESS my signature and seal as Clerk
of Common Pleas Court at Marietta, Ohio

BRENDA L WOLFE,
Clerk of Courts, By



ATTY KATHERINE D CARPENTER
ATTY FOR PLAINTIFF

ISSUED: 03/07/22

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Continuation of
Order of Sale

CASE NO: 21FR000070

Issued 03/07/22

BANKUNITED NA vs. TONY A VANNOY et al

Description of property to be ADVERTISED AND SOLD:

Being Lot Number Twenty-Eight (28), in/of Bramblewood Heights Addition, dedicated by Betty Lee Dew and Robert Dew on April 9, 1957, as the same is numbered and delineated upon the recorded Plat thereof, of record in Plat Book 8, Page 59, Recorder's Office, Washington County, Ohio.

Reference is made to said Plat for Restrictive Covenants and to Miscellaneous Record 3, Page 54, Miscellaneous Records of Washington County, Ohio.

Subject to Oil and Gas lease to George H. Spindler from W. W. Preston and Fanny Peterson dated April 28, 1932 and presented for recording in Lease Book 140, Page 172 in the office of the Recorder of Washington County, Ohio on April 29, 1932 for a term of one year from the date hereof and as much longer as oil, gas or gasoline can be produced in paying quantities, or the rental paid thereon and assigned to Earl R. Spindler in Lease Book 140, 173.

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

Premises commonly known as: 110 GREENBRIER CIRCLE, Marietta, OH 45750

Parcel # 340060556000

Property Address: 110 Greenbrier Circle, Marietta, OH 45750

Prior Deed Reference: Book 460, Page 1688

Prior Owner(s): Tony A. VanNoy and Angela R. VanNoy

Case No. 21FR000070

FILED
CLERK OF COURTS
2021 AUG 17 PM 2:46
WASHINGTON CO. OHIO

**COURT OF COMMON PLEAS
WASHINGTON COUNTY, OHIO**

BANKUNITED N.A.

Plaintiff

-vs-

TONY A. VANNOY, et al.

Defendants

CASE NO. 21FR000070

JUDGE: JOHN M. HALLIDAY

FINAL JUDGMENT ENTRY

THIS CAUSE was submitted to the Court and heard upon the Complaint of the Plaintiff, the Answer of Defendant, Washington County Treasurer, Plaintiff's Motion for Default Judgment, and the evidence.

All necessary parties have been served with summons according to law and are properly before the Court. Further, Defendants, Tony A. VanNoy and Angela R. VanNoy are in default of Answer or other pleading and thereby confess the allegations of the Complaint to be true. As such, said Defendants are forever barred from asserting any right, title or interest in and to the hereinafter described premises. It is therefore ordered that Plaintiff's Motion for Default Judgment is granted.

The Court finds that on January 7, 2008, Tony A. VanNoy and Angela R. VanNoy executed a promissory note in favor of Plaintiff's predecessor in the principal sum of \$54,347.00 plus interest at the rate of 7.125% per year. Thereafter, Tony A. VanNoy and Angela R. VanNoy

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defaulted in making payments due on the promissory note; that the amount due on the promissory note was accelerated in accordance with the terms set forth therein and Plaintiff is owed the sum of \$43,132.73 on the promissory note plus interest of 7.125% per year from May 1, 2020.

IT IS THEREFORE ORDERED that Plaintiff is granted an In Rem Judgment in the amount of \$43,132.73 on the promissory note plus interest of 7.125% per year from May 1, 2020, plus any advancements for taxes, insurance and other expenditures for the protection of the Property.

The Court further finds that Plaintiff may have advanced during the pendency of this action sums for the payment of taxes, hazard insurance premiums and protection of the property described herein, the total amount of which is undetermined at the present time, but will continue to accrue, and will be ascertained at the time of the confirmation of the foreclosure sale, and may be added to the first mortgage lien of the Plaintiff and shall be paid from the proceeds of the sale. The Court reserves for further order a determination of the exact, if any, amount due Plaintiff for said advances.

The Court further finds that, to secure the payment of the promissory note aforesaid, Tony A. VanNoy and Angela R. VanNoy, executed and delivered a certain mortgage deed as in the Second Count of the Plaintiff's Complaint, thereby conveying to Plaintiff the following described premises:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND
INCORPORATED HEREIN

Said Premises Commonly Known As: 110 Greenbrier Circle, Marietta, OH 45750

Permanent Parcel Number: 340060556000

The Court finds that said mortgage was duly filed with the Recorder of Washington County, Ohio, on January 11, 2008, and was thereafter recorded in Volume 460, Page 1688 as

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Instrument No. 200800000270 in the Mortgage Records of said County, and thereafter became and is a valid first lien upon said premises, subject only to the lien of the Treasurer for taxes; that said mortgage deed was assigned to the Plaintiff; that said conditions in the mortgage deed have been broken by reason of non-payment and the same has become absolute and that the Plaintiff is entitled to have the equity of redemption and dower of all the Defendants in and to said premises foreclosed.

The Court finds that there is due the Treasurer of Washington County, Ohio, taxes, accrued taxes, assessments and penalties on the premises hereinafter described, as shown on the County Treasurer's tax duplicate, the exact amount being unascertainable at the present time, but which amount will be ascertained at the time of sale, which are a valid and subsisting lien thereon for that amount so owing.

And, now to distribute the proceeds of said sale, it is ordered that the Sheriff or Private Sale Officer out of the funds in his hands pay:

- FIRST: The costs herein payable to Washington County Clerk of Courts.
- SECOND: To the Treasurer of Washington County, the unpaid taxes, assessments, interest and penalties due and payable on said premises.
- THIRD: To the Plaintiff, the sum of \$43,132.73 plus interest thereon at the rate of 7.125% per annum from May 1, 2020, together with advances, if any.
- FOURTH: The balance, if any, to be deposited with the clerk, pending further order.

The Court further finds that there is no just reason either legal or equitable for delay in entering judgment for the Plaintiff. It is therefore ORDERED, ADJUDGED AND DECREED that unless the sums hereinabove found due, together with the costs of this action, be fully paid within three (3) days from the date of the entry of this decree, the equity of redemption and dower of all the Defendants in and to said premises shall be foreclosed, and said premises sold; that, upon

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the issuance of a Praeceptum for Appraisal by Plaintiff's attorney shall thereafter issue to the Sheriff of Washington County, directing an appraisal of subject property and an Order of Sale by Plaintiff's attorney, thereafter issue to the Private Sale Officer directing them to advertise in a paper of general circulation within the County, and sell said premises as upon execution and according to law, free and clear of the interest of all parties to this action except for the statutory lien of the Treasurer. If the Court authorizes a private selling officer to sell the real estate, then the sale must proceed in accordance with R.C. §2329.152.

It is further Ordered that the Private Sale Officer shall provide counsel for Plaintiff with notice of the sale date and compliance with ORC §2329.26 by mailing a copy of the first advertisement of sale to counsel for Plaintiff within seven (7) days of the date of the first publication.

If this is a residential property and the property remains unsold after the first auction, then a second auction shall be held and the property shall be sold to the highest bidder without regard to the minimum bid requirement in §2329.20 of the Revised Code. This auction shall be held no earlier than seven days and not later than thirty days after the first auction.

If there is a bidder at the second or subsequent sales, the judgment creditor and the first lien holder have the right to redeem the property within fourteen days of the sale, by paying the purchase price to the Clerk of Court. Upon timely payment, the court will proceed as described in R.C. §2329.31 with the redeeming party considered the successful purchaser at sale.

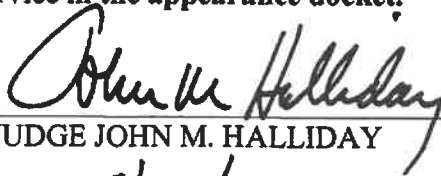
In the event an order of sale is returned by the Private Sale Officer unexecuted, subsequent orders of sale shall issue in accord with appraisal instructions contained in the Praeceptum for those sales.

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IT IS FURTHER ORDERED, ADJUDGED AND DECREED that, the after said sale has been completed, a deed will be conveyed to the purchaser and a Writ of Possession of said property will be executed by the sheriff and be issued.

RECORD IS HEREBY ORDERED.


INSTRUCTIONS TO THE CLERK: THIS IS A FINAL APPEALABLE ORDER.
Pursuant to Civ.R.58(B), you are to serve notice of this judgment and its date of entry upon the journal to all parties not in default for failure to appear within three days of the of the Judgment's entry upon the journal and note the service in the appearance docket.


JUDGE JOHN M. HALLIDAY

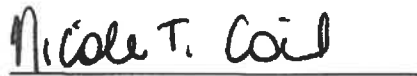
Date: 8/17/2021

APPROVED BY:

AUG 17 2021


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THE CLERK IS DIRECTED TO SERVE ALL INTERESTED PARTIES AND ATTORNEYS A COPY OF THIS FINAL APPEALABLE JUDGMENT


Nicole Coil
Prosecuting Attorney
205 Putnam St.
Marietta, OH 45750
Attorney for Defendant,
Treasurer of Washington County

21-039787 FC01; sk; August 5, 2021

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EXHIBIT A
LEGAL DESCRIPTION

BEING LOT NUMBER TWENTY-EIGHT (28), IN/OF BRAMBLEWOOD HEIGHTS ADDITION, DEDICATED BY BETTY LEE DEW AND ROBERT DEW ON APRIL 9, 1957, AS THE SAME IS NUMBERED AND DELINEATED UPON THE RECORDED PLAT THEREOF, OF RECORD IN PLAT BOOK 8, PAGE 59, RECORDER'S OFFICE, WASHINGTON COUNTY, OHIO.

REFERENCE IS MADE TO SAID PLAT FOR RESTRICTIVE COVENANTS AND TO MISCELLANEOUS RECORD 3, PAGE 54, MISCELLANEOUS RECORDS OF WASHINGTON COUNTY, OHIO.

SUBJECT TO OIL AND GAS LEASE TO GEORGE H. SPINDLER FROM W.W. PRESTON AND FANNY PETERSON DATED APRIL 28, 1932 AND PRESENTED FOR RECORDING IN LEASE BOOK 140, PAGE 172 IN THE OFFICE OF THE RECORDER OF WASHINGTON COUNTY, OHIO ON APRIL 29, 1932 FOR A TERM OF ONE YEAR FROM THE DATE HEREOF AND AS MUCH LONGER AS OIL, GAS OR GASOLINE CAN BE PRODUCED IN PAYING QUANTITIES, OR THE RENTAL PAID THEREON AND ASSIGNED TO EARL R. SPINDLER IN LEASE BOOK 140, 173.

BE THE SAME MORE OR LESS, BUT SUBJECT TO ALL LEGAL HIGHWAYS.

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