



NAILAH K. BYRD
CUYAHOGA COUNTY CLERK OF COURTS
1200 Ontario Street
Cleveland, Ohio 44113

Court of Common Pleas

New Case Electronically Filed: COMPLAINT W PRELIMINARY JUDICIAL REPORT
June 29, 2023 08:42

By: KELLY A. ROCHOTTE 0102943

Confirmation Nbr. 2896302

GARRETT NEAL

CV 23 981716

vs.

BRAD ASKREN, ET AL

Judge: BRIAN MOONEY

Pages Filed: 37

IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO
GENERAL DIVISION

Garrett Neal
6465 Dwayne Ave
San Diego, CA 92120

Plaintiff

-vs.-

Brad Askren
26895 Aliso Creek Road B600
Aliso Viejo, CA 92656

-and-

BA Ohio Flips, LLC
26895 Aliso Creek Road B600
Aliso Viejo, CA 92656

-and-

Askren Investments, LLC
26895 Aliso Creek Road B600
Aliso Viejo, CA 92656

-and-

Cuyahoga County Treasurer
2079 E. 9th St.
Cleveland, OH 44115

Defendants.

Case No.

Judge

Magistrate

**COMPLAINT IN FORECLOSURE
[PRELIMINARY JUDICIAL REPORT]**

Parcel No. 014-21-043

Plaintiff, Garrett Neal, hereby states for their Complaint against Defendants, Brad Askren, BA Ohio Flips LLC, Askren Investments, LLC, and the Cuyahoga County Treasurer, as follows:

RELEVANT FACTS

1. On or about February 21, 2023, Defendant, Brad Askren, executed and delivered a promissory note (the “Note”) in the original amount of 90,000.00 to Plaintiff, Garrett Neal, a copy of which is attached hereto as Exhibit 1.
2. On or about February 21, 2023, as security for the above-referenced Note, Defendants executed and delivered a mortgage (the “Mortgage”) to Plaintiff pledging the property commonly known as 2147 Broadview Road, Cleveland, Ohio 44109, PPN 014-21-043, more fully described in the Mortgage Note attached hereto and incorporated herein.

COUNT ONE

3. Plaintiff realleges and incorporates the foregoing as if fully rewritten herein.
4. Plaintiff is a holder in possession of the Original Note and is entitled to enforce the Note pursuant to R.C. §1303.31(A)(2). c
5. Defendant has failed to comply with the obligations contained in the above-reference Note and is in default. Plaintiff, while complying with all conditions precedent, has exercised its option to declare the entire amount of indebtedness immediately due and payable.

6. Plaintiff is owed the principal amount of \$90,000.00, together with interest in the amount of \$8,900.00, and court costs.

COUNT TWO

7. Plaintiff realleges and incorporates the foregoing as if fully rewritten herein.
8. Defendants, BA Ohio Flips LLC, Brad Askren, Askren Investments LLC and the Cuyahoga County Treasurer may have or claim to have an interest in the subject premises pursuant to the preliminary judicial report attached here as Exhibit 2.
9. Plaintiff is entitled to have the equity of redemption of all Defendants foreclosed; to have premises sold free and clear of all liens; and to have the proceeds applied to its claim.

WHEREFORE, Plaintiff, Garrett Neal respectfully requests judgment as follows:

- (1) Judgment in the principal amount of \$90,000.00, together with interest in the sum of \$8,900.00, and court costs.
- (2) For an order that Plaintiff's mortgage be adjudged the first lien on the subject premises, excepting real estate taxes and assessments if any; that all Defendants be required to set forth their claims or be forever barred from the same; that the equity of redemption of all Defendants be foreclosed; that the liens on the subject premises be marshaled; that the premises be sold as upon execution, free and

clear of all liens, claims and interests of the parties; that the proceeds of the sale be applied to the judgment of Plaintiff; and for such other relief to which they may be entitled in law or equity.

/s/ Kelly A. Rochotte

Kelly A. Rochotte, Esq. (#0102943)

Nicholas P. Weiss, Esq. (#0090799)

N.P. Weiss Law

3091 Mayfield Road #320

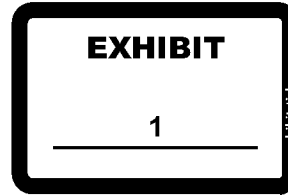
Cleveland Heights, OH 44118

(216) 417-5111

kelly@npweisslaw.com

nick@npweisslaw.com

Attorneys for Plaintiff



MORTGAGE NOTE

\$90,000

Orange County, CA

Date: 2/21/23

FOR VALUE RECEIVED, the undersigned, **BA Ohio Flips, LLC** ("Maker"), an Limited Liability Company, whose address is 26895 Aliso Creek Road B600, Aliso Viejo, CA 92656, promises to pay to the order of **Garrett Neal**, (the "Payee") 6465 Dwane Avenue, San Diego, CA 92120, the sum of **ninety thousand and no/100 (\$90,000)** Dollars, in accordance with the terms hereinafter set forth.

1. This Note is secured by real property located at **Property Address 2147 Broadview Road, Cleveland, OH 44109**.
2. The maturity date of this Note is **3/16/23** on which date the principal balance shall be paid in full.
3. The note shall bear interest in the amount of \$8,900. The unpaid balance of this Note shall be paid in full in the amount **\$98,900** shall become due and payable on **3/16/23**. Any payment received more than ten days after those dates bears a late charge of five percent (5%) of the scheduled payment amount. There shall be no prepayment penalty to Maker if he shall pay off this obligation earlier than the maturity date.
4. The following shall constitute Events of Default hereunder, upon the happening of any one or more of which the payee hereof may, upon thirty (30) days written notice to Maker, may, immediately and without further notice accelerate and declare all payments required of this Note to be immediately due and payable in full and to exercise all rights granted in Mortgage:
 - a. The failure of the Maker to pay the principal when the same is due.
 - b. The occurrence of any default or failure of any conditions as defined or set forth in the Mortgage.
 - c. The transfer or sale of all or any part of the Property or any Interest in the Property without Payee's prior written consent. As used in this Section, "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 Makers at a future date to a purchaser.
 - d. The pledge, collateralization, hypothecation, or mortgage of the Property or any interest in the Property without Payee's prior written consent, or the use of the Property or any interest in the Property as a security, without Payee's prior written consent.

5. The outstanding principal of this Note may be prepaid, in whole or in part, at any time without penalty.

6. *Maker hereby irrevocably authorizes and empowers any attorney at law, including an attorney hired by payee, to appear in an action on this Note or on any or all obligations covered by this Note and accompanying Mortgage, at any time after this Note becomes due by its terms, by acceleration, by operation of law, or otherwise, in any court of record in or of the State of Ohio or of elsewhere, to waive the issuing and service of process against Borrower and to confess judgment in favor of the legal holders of this Note for the amount that may be due on this Note, the Agreement and the Loan Documents according to the terms hereof including interest at the rate then in effect under this Note, and costs of suit and to waive and release all errors in said proceedings and judgment, all petitions in error, all rights of appeal from the judgment rendered, all rights to stay of execution and the benefit of all exemption laws now or hereafter in effect. No single or partial exercise of the foregoing warrant and power to confess judgment will be deemed to exhaust the power, whether or not any exercise shall be held by any court to be invalid, voidable or void; but the power will continue undiminished and may be exercised from time to time as Lender may elect until all amounts owing on this Note, the mortgage and the Loan Documents have been paid in full. Borrower waives any conflict of interest that an attorney hired by Lender may have in also acting on behalf of the Guarantors of this Note in confessing judgment against the Guarantors while such attorney is retained by Lender. Borrower expressly consents to such attorney also acting for each Guarantor in confessing judgment. An affidavit signed by an officer of Lender setting forth the unpaid principal balance, accrued interest and all other sums due Lender from Borrower under this Note, the Agreement and the Loan Documents shall be conclusive evidence thereof. If a copy of this Note, verified by affidavit of an officer of Lender, shall be filed in the proceedings to obtain judgment by confession on this Note, it will not be necessary to file the original of this Note as a warranty of attorney.*

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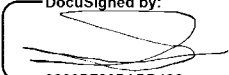
NOTICE: For this Notice, “you” means Borrower, “Creditor” and “his” means Lender, and “Agreement” means this Note.

WARNING -- BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE .

IN WITNESS WHEREOF, BA Ohio Flips, LLC, by Brad Askren, its managing member has signed this Note on the date above set forth.

BA Ohio, LLC By: _____, Member	<small>DocuSigned by:</small> <i>brad askren</i> <small>92EAF7B7EE2B4EB...</small>	2/21/2023
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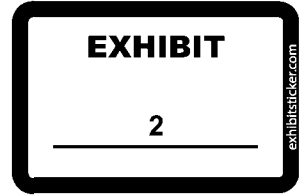
Lender

<small>DocuSigned by:</small>  <small>3263B720B8BD426...</small>	2/21/2023
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Garrett Neal

OTIRB PRELIMINARY JUDICIAL REPORT (04-15-10)

Doma Title Insurance, Inc.



Issued by Doma Title Insurance, Inc.

May 10, 2023

Guarantee Party Name:
N.P. Weiss Law

Order No.: OH-PJR-2023-038

Guaranteed Party Address:
3091 Mayfield Rd Suite 320A, Cleveland Heights, OH -

Pursuant to your request for a Preliminary Judicial Report (hereinafter "the Report") for use in judicial proceedings, DOMA TITLE INSURANCE, INC (hereinafter "the Company") hereby guarantees in an amount not to exceed \$ 85,000.00 that it has examined the public records in Cuyahoga County, Ohio as to the land described in Schedule A, that the record title to the land is at the date hereof vested in Askren Investments LLC by General Warranty deed from JDT Properties LLC., by Dana Januska, its sole member, dated 02/24/2021 and recorded with Cuyahoga County Fiscal Office on 02/26/2021 as Instrument #202102260423 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.

Effective Date: 05/03/2023

Enter Name of Authorized Signer
Modern Real Estate Services, LLC dba Modern Title

Agent Signature

Agent Number: 891

By

Doma Title Insurance, Inc.
Emilio Fernandez
President



OTIRB PRELIMINARY JUDICIAL REPORT (04-15-10)

Doma Title Insurance, Inc.

PRELIMINARY JUDICIAL REPORT

SCHEDULE A

DESCRIPTION OF LAND

Situated in the City of Cleveland, County of Cuyahoga and State of Ohio:

And known as being Sublot No. Sixteen (16) in The Brooklyn Heights Realty Company's Subdivision, of part of Original Brooklyn Township Lot No. 63, as shown by the recorded plat of said Subdivision in Volume 45 of Maps, Page 2 of Cuyahoga County Records. Said Sublot No. 16 has a frontage of 40-83/100 feet on the Westerly side of Broadview Road, S.W., and extends back between parallel lines 128 feet, as appears by said plat, be the same more or less, but subject to all legal highways.

Parcel ID: 014-21-043

Commonly known as: 2147 Broadview Road, Cleveland, Ohio 44109

OTIRB PRELIMINARY JUDICIAL REPORT (04-15-10)

Doma Title Insurance, Inc.

SCHEDULE B

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
3. Rights or claims of parties in possession not recorded in the Public Records.
4. Easements, or claims of easements, not recorded in the Public Records .
5. Any liens, or right to a lien, for services, labor, or material furnished, imposed by law and not recorded in the Public Records.
6. Taxes or special assessments required to be paid for the year 2023 and subsequent years.
7. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto.
8. General taxes for the fiscal year 2022-2023, including any assessments collected with current -
Total amount: \$4,348.86
1st Installment: \$1,981.74, Delinquent
2nd Installment: \$2,367.12, Due
Taxes are Default till 2021 in the amount of \$3,575.75
9. A mortgage from Askren Investments LLC dated 06/15/2021 in the original principal amount of \$75,000 and recorded on 07/08/2022 as Instrument #202207080486 in the official records of Cuyahoga County Fiscal Office.
10. Judgment, a certified copy of which was recorded 05/10/2023
Court: Cuyahoga County Clerk of Courts
Case No.: JL-22-110816
Entry Date: 09/23/2022
Debtor: Askren Investments LLC
Creditor: Justin Konikow
Amount: \$95,000 and any other amounts due thereunder.
Filing Attorney's information:
Name: Brian L. Bly
Address: 401 South Street #1-A Chardon, OH 44024

PJR EXTENDED COVERAGE ENDORSEMENT

Attached to and made a part of Preliminary Judicial Report No.: OH-PJR-2023-038

**Issued by
Doma Title Insurance Company**

The above-referenced Preliminary Judicial Report is amended as follows:

1. Definition of Terms is amended as follows:

"Guaranteed Party": All parties to the proceedings and the purchaser at judicial sale.

5. Extent of Liability is amended to read as follows:

The liability of the Company to any Guaranteed Claimant or Guaranteed Party shall in no case exceed in the aggregate the amount stated herein; however, expenditures for litigation costs and attorney's fees incurred in contesting a claim or reopening, continuing or initiating a judicial proceeding, shall not reduce the amount recoverable herein.

6. Options to Pay or Otherwise Settle Claims; Termination of Liability, subparagraphs (a) and (d) are amended to read as follows:

a. To pay or tender to the Guaranteed Claimant the amount guaranteed under the Report or the balance remaining thereof. If this option is exercised, all liability of the Company under this Report terminates.

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 non-monetary defect or non-monetary encumbrance guaranteed against by this Report

This endorsement is made a part of the preliminary judicial report referred to above, and except as modified herein, is subject to the terms and provisions thereof.

Modern Real Estate Services, LLC DBA Modern Title

Dated: May 3, 2023

By: 
Authorized Signatory

ORDER INFORMATION

Order #	: CEI-2023-1258	Order Date	: 05/09/2023
Borrower	: Askren Investments LLC	Good through Date	: 05/03/2023
Property Address	: 2147 Broadview Road, Cleveland, OH	Product Name	: Two-Owner Search
State	: Ohio	County	: Cuyahoga

VESTING DEED INFORMATION:

Document Type	: General Warranty Deed		
Grantor	: JDT Properties LLC., by Dana Januska, its sole member		
Grantee	: Askren Investments LLC		
Consideration	: \$0.00		
Dated Date	: 02/24/2021		
Recorded Date	: 02/26/2021	Book - Page:	Instrument #: 202102260423
Comment	:		

CHAIN OF TITLE INFORMATION:

Document Type	: Warranty Deed		
Grantor	: Jeffrey J. Mangione		
Grantee	: JDT Properties LLC, an Ohio Liability company		
Consideration	: \$0.00		
Dated Date	: 07/26/2016		
Recorded Date	: 07/28/2016	Book - Page:	Instrument#: 201607280628
Comment	:		

CHAIN OF TITLE INFORMATION:

Document Type	: Warranty Deed		
Grantor	: Precise Biomedical Inc., an Ohio corporation		
Grantee	: Jeffrey J. Mangione, married to Pamela Mangione		
Consideration	: \$0.00		
Dated Date	: 04/25/1998		
Recorded Date	: 05/06/1998	Book - Page: 5423/48	Instrument#: 00742638
Comment	:		

MORTGAGE/DEED OF TRUST INFORMATION:

Document Type	: Mortgage
Mortgagor/Trustor	: Oscar Madrigal
Mortgagee/Lender	: Askren Investments LLC
Amount	: \$75,000.00

Dated Date : 06/15/2021
Recorded Date : 07/08/2022 **Book - Page:** _____ **Instrument #:** 202207080486
Status : Closed End
Comment :

JUDGMENTS AND LIENS:

Document Type :
Plaintiff/Creditor :
Defendant/Debtor :
Amount :
Recorded Date : **Book - Page:** _____ **Instrument #:** _____
Comment : See Attached

TAX INFORMATION:

Parcel ID : 014-21-043

TAX VALUE INFORMATION

Property Type : Residential
Land Value : \$17,300.00
Improvement Value : \$67,700.00
Total Value : \$85,000.00
Exemptions /Credit : -

TAX INFORMATION

Tax Year : 2022
Annual/Semi/Quarterly : Semi Annual
Tax Amount : \$4,348.86
Tax Status : Delinquent
Comments : 1st Installment \$1,981.74, Delinquent
 2nd Installment \$2,367.12, Due
 Taxes are Default till 2021 in the amount of \$3,575.75

ADDITIONAL INFORMATION

1. Open Judgment found : See Attached
2. No Open Bankruptcy found of record
3. Plat map as set forth in Volume 45 of Maps, Page 2 of Cuyahoga County Records.

LEGAL DESCRIPTION

Situated in the City of Cleveland, County of Cuyahoga and State of Ohio: And known as being Sublot No. Sixteen (16) in The Brooklyn Heights Realty Company's Subdivision, of part of Original Brooklyn Township Lot No. 63, as shown by the recorded plat of said Subdivision in Volume 45 of Maps, Page 2 of Cuyahoga County Records. Said Sublot No. 16 has a frontage of 40-83/100 feet on the Westerly side of Broadview Road, S.W., and extends back between parallel lines 128 feet, as appears by said plat, be the same more or less, but subject to all legal highways.

Parcel ID: 014-21-043

Disclaimer: This Title Search Report ("Report") is issued for the sole and exclusive use of the agent or company to whom it is addressed. This Report is to be used only by the agent or company for informational purposes only. If this Report is used for title insurance purposes, the agent or company reviewing this Report must follow all underwriting guidelines set forth in the underwriting Manual and Bulletins issued by the applicable insurance company. This Report contains a report of matters appearing in the land and public records of the county or city wherein the property is located, maintained and accessed pursuant to applicable state law. Communication Experts Incorporated specifically disclaims any liability associated with errors and/or omissions within the land and public records when compiling this Report. No search has been made for any matters recorded in the Federal District Courts. No search or report has been made regarding zoning or land use matters relating to the property. Not included in the Report are matters, such as mortgage, judgments and other liens, for which Communication Experts Incorporated has found recorded satisfactions or releases, and possible other matters which, according to custom and practice, would not appear in a title search. The amount shown in the Report for any deeds of trust, judgments and/or taxes is for informational purposes only. The recipient is responsible for confirming amounts for payoff and/or proration purposes. If tax status is requested, this report may also rely upon verbal representations of tax delinquencies or payment status from the local Treasurer's Office or other taxing authority, and this Report specifically disclaims any liability associated with inaccurate verbal reporting from such authorities, and tax status should be verified with those authorities. No certification as to deferred taxes, roll back taxes, tax relief taxes, supplemental taxes, or changes in posting due to insufficient funds for prior posted payments are implied. The liability under this Report is limited to the amount paid for the creation of this report. This Report is not an opinion, warranty or guarantee of title. The liability under this Report shall cease and terminate six (6) months after the ending date set forth in the Period of the Search, unless extended in writing by Communication Experts Incorporated.

Owner ASKREN INVESTMENTS LLC
Address 2147 BROADVIEW RD
 CLEVELAND, OH. 44109
Land Use (4970) C - STORE W/ WALKUP APTS
Legal Description 63 BRKHTS 0016 ALL
Neighborhood Code 70177

SKETCH

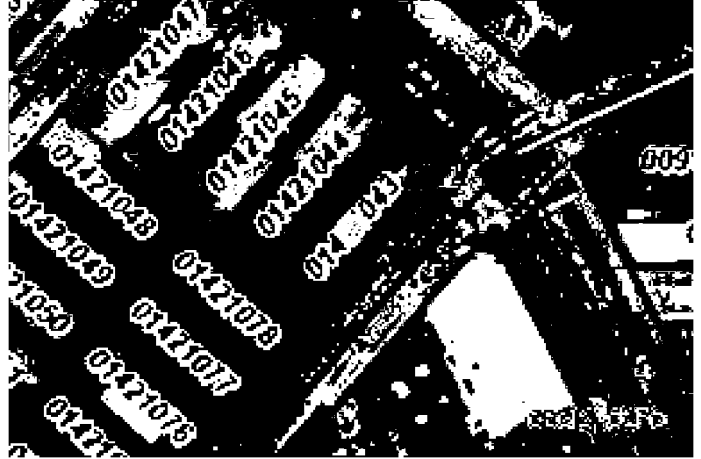
Building 1

If this is a residential property the sketch is unavailable.

Commercial building sketches are not available at this time.

Please contact us at EMcGoldrick@cuyahogacounty.us or call (216) 443-4663 for a copy of the building card.

MAP VIEW



BUILDING INFORMATION

Building ID	1	Construction Class	CLASS D	Basement Type	FULL
Total Story Height	2	Usable Area	3,460	Condition	AVERAGE
Date Built	1914	Date Remodeled	1987	Exterior Walls	BR & WD
Framing	WOOD / TIMBER	Roof Type	FLAT	Roof Covering	COMPOSITION
Office Area		Mezzanine Area		Mezzanine Finish	
Wall Height	11	Heat Type	HOT-WATR/STM	Air Conditioning	CENTRAL
Office Finish		Retail Area		Retail Finish	

LAND

Code	Frontage	Depth	Acreage	Sq Ft
PRM	41		0.12	5,226

VALUATION

2022 Values	Taxable Market Value	Exempt Market Value	Abated Market Value	Assessed Taxable Value
Land Value	\$17,300	\$0	\$0	\$6,060
Building Value	\$67,700	\$0	\$0	\$23,700
Total Value	\$85,000	\$0	\$0	\$29,760
Land Use	4970			GENERAL RETAIL WITH WALK-UP APARTMENTS

PERMITS

Tax Year	Reason	Tax Change	Exempt Change	Percent Complete	Reinspect	Notes
2011	30 - New Construction	\$	\$	100%	No	PERMIT RETURNED FROM FIELD - DETAILS ON PRIOR NOTE

IMPROVEMENTS

Type	Description	Size	Height Depth
050	FENCE	60 LINEAR FEET	6
200	PAVING	1,300 SQUARE FEET	

SALES

Date	Buyer	Seller	Price
2/26/2021	ASKREN INVESTMENTS LLC	JDT PROPERTIES LLC	\$85,000
7/28/2016	JDT PROPERTIES LLC	Mangione, Jeffrey J	\$70,000
5/4/1998	Mangione, Jeffrey J	Precise Biomedical Inc., An	\$0
10/24/1996	Precise Biomedical Inc., An	Blasiak Raymond M	\$88,000
12/29/1978	Blasiak Raymond M	Busch Oliver W & Jean F	\$37,000
1/1/1975	Busch Oliver W & Jean F		\$0

Taxes

2022 Taxes	Charges	Payments	Balance Due
Tax Balance Summary	\$7,924.61	\$ 00	\$7,924.61

Primary Owner ASKREN INVESTMENTS LLC
Property Address 2147 Broadview RD Cleveland,OH 44109
Tax Mailing Address ASKREN INVESTMENTS LLC 26895 ALISO CREEK RD #B-600 ALISO VIEJO, CA 92656
Legal Description 63 BRKHTS 0016 ALL
Property Class GENERAL RETAIL WITH WALK-UP APARTMENTS
Parcel Number 014-21-043
Taxset Cleveland
Tax Year 2022

Assessed Values	
Land Value	\$6,060
Building Value	\$23,700
Total Value	\$29,760
Homestead Value	\$

Market Values	
Land Value	\$17,300
Building Value	\$67,700
Total Value	\$85,000

Flags	
Owner Occupancy Credit	N
Homestead Reduction	N
Foreclosure	N
Cert. Pending	N
Cert. Sold	N
Payment Plan	N

Half Year Charge Amounts	
Gross Tax	\$1,908.06
Less 920 Reduction	\$424.00
Sub Total	\$1,484.06
10% Reduction Amount	\$.00
Owner Occupancy Credit	\$.00
Homestead Reduction Amount	\$.00
Total Assessments	\$317.52
Half Year Net Taxes	\$1,801.58

Rates	
Full Rate	128.23
920 Reduction Rate	.222212
Effective Rate	99.735703

Escrow	
Escrow	N
Payment Amount	\$.00

Tax Balance Summary	Charges	Payments	Balance Due
	\$7,924.61	\$.00	\$7,924.61

2022 (pay in 2023) Charge and Payment Detail

Taxset	Charge Type	Charges	Payments	Balance Due
Cleveland				
	Prior year tax - 2021	\$2,976.82	\$.00	\$2,976.82
	Prior year penalty - 2021	\$461.40	\$.00	\$461.40
	December interest - 2022	\$137.53	\$.00	\$137.53
	DELQ BALANCE	\$3,575.75	\$.00	\$3,575.75
	1st half penalty	\$148.41	\$.00	\$148.41
	1st half tax	\$1,484.06	\$.00	\$1,484.06
	1ST HALF BALANCE	\$1,632.47	\$.00	\$1,632.47
	2nd half tax	\$1,484.06	\$.00	\$1,484.06
	2ND HALF BALANCE	\$1,484.06	\$.00	\$1,484.06
C170100U-DELQ STORMWATER CLEVELAND				
	1st half SPA fee penalty	\$.04	\$.00	\$.04
	1st half SPA fee	\$.41	\$.00	\$.41
	1st half tax	\$41.30	\$.00	\$41.30
	1st half penalty	\$4.13	\$.00	\$4.13
	1ST HALF BALANCE	\$45.88	\$.00	\$45.88
	2nd half SPA fee	\$.41	\$.00	\$.41
	2nd half tax	\$41.30	\$.00	\$41.30
	2ND HALF BALANCE	\$41.71	\$.00	\$41.71
C170100V-DELINQUENT WASTEWATER CLEVELAN				
	1st half SPA fee penalty	\$.27	\$.00	\$.27
	1st half penalty	\$27.31	\$.00	\$27.31
	1st half SPA fee	\$2.73	\$.00	\$2.73
	1st half tax	\$273.08	\$.00	\$273.08
	1ST HALF BALANCE	\$303.39	\$.00	\$303.39
	2nd half tax	\$273.07	\$.00	\$273.07
	2nd half SPA fee	\$2.73	\$.00	\$2.73
C170100W-DELINQUENT WASTEWATER CLEVELAN				
Electronically Filed 06/29/2023 08:42 / / CV 23 981716 / Confirmation Nbr. 2896302 / CLAJB	2nd half tax	\$529.55	\$.00	\$529.55
	2nd half SPA fee	\$5.30	\$.00	\$5.30
C170100X-DELQ STORMWATER CLEVELAND				

2nd half tax	\$30.40	\$.00	\$30.40
2nd half SPA fee	\$.30	\$.00	\$.30
2ND HALF BALANCE	\$30.70	\$.00	\$30.70

Total Balance		Charges	Payments	Balance Due
		\$7,924.61	\$.00	\$7,924.61

Disclaimer: Information included on this report is believed to be accurate but is not guaranteed. Cuyahoga County is not liable for errors or omissions. Cuyahoga County provides this geographic data and related analytical results as a free public service on an "as is" basis. Cuyahoga County makes no guarantee(s) or warranty(ies) as to the accuracy, completeness, or timeliness of the information contained herein, and said information is not intended to, nor does it, constitute an official public record of Cuyahoga County. While much of the data contained herein is compiled from public records, the official records of the public office or agency from which they were compiled remains the official record of any such public office or agency. By accessing, viewing or using any part of the site, you expressly acknowledge you have read, agree to and consent to be bound by all of the terms and conditions listed on this site. Routine maintenance is performed on Fridays and disruptions may occur. We apologize for any inconvenience.

CUYAHOGA COUNTY FISCAL OFFICER

014-21-043 *Mark Chamberlain* 2/26/2021 E
E-02262021-9

ASKREN INVESTMENTS LLC Tax Dist. 3100
Warranty Deed LUC: 4970 EX:
Sale Amt: \$ 85,000.00 LAND: 15,700
Conv. Fee: \$ 340.00 BLDG: 77,900
INFINITY TOTAL: 93,600



CUYAHOGA COUNTY
OFFICE OF FISCAL OFFICER - 2
DEED 2/26/2021 1:36:14 PM
202102260423

GENERAL WARRANTY DEED

JDT Properties LLC., by Dana Januska, its Sole Member having been duly authorized to execute the same, for valuable consideration paid, grants, with general warranty covenants, to **Askren Investments LLC.,** the following real property:

Situated in the City of Cleveland, County of Cuyahoga and State of Ohio:
And known as being Sublot No. Sixteen (16) in The Brooklyn Heights Realty Company's Subdivision, of part of Original Brooklyn Township Lot No. 63, as shown by the recorded plat of said Subdivision in Volume 45 of Maps, Page 2 of Cuyahoga County Records. Said Sublot No. 16 has a frontage of 40-83/100 feet on the Westerly side of Broadview Road, S.W., and extends back between parallel lines 128 feet, as appears by said plat, be the same more or less, but subject to all legal highways.
Permanent Parcel Number: 014-21-043

Property Address: 2147 Broadview Road, Cleveland, OH 44109

Tax Mailing Address: 2147 Broadview Road, Cleveland, OH 44109

Except a) any mortgage assumed by Grantee, b) restrictions of record and any reservations and easements created in conjunction with such restrictions, which Grantee has reviewed and approved c) zoning ordinances, if any, and d) taxes and assessments, both general and special, for the current half of the taxable year and thereafter.

Prior Instrument Number: 201607280628

Infinity Title
202112757⁰

Executed by **JDT Properties LLC., by Dana Januska, its Sole Member** the 24
day of Feb, 2021.

JDT Properties LLC.,

Dana Januska ^{Sole Member}
By: Dana Januska
Its: Sole Member

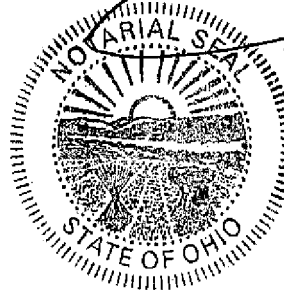
State of OH
County of Cuyahoga

Before me a Notary Public in and for said County and State, personally appeared the above named **JDT Properties LLC., by Dana Januska, its Sole Member**, who acknowledged that they did sign the foregoing instrument on behalf of said **JDT Properties LLC.**, and that the same is their free act and deed individually and as such officer.

This is an acknowledgement, no oath or affirmation was administered.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this 24 day of Feb, 2021.

This document was prepared by:
David A. Freeburg, Esq.
Freeburg & Freeburg LLC
6690 Beta Drive, STE 320
Mayfield Village, Ohio 44143
440-421-9181
D-2021-02-58-202112757i



NOTARY PUBLIC

STEPHEN MEGYESI
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
10-01-2022
Recorded in
Lake County

Permanent 014-21-043
Parcel #:

Type Instrument: Warranty Deed
Tax District #: 3100

Grantee: JDT PROPERTIES LLC
Balance Assumed: \$ 0.00
Total Consideration: \$ 70,000.00
Conv. Fee Paid: \$ 280.00
Transfer Fee Paid: \$ 0.50
Fee Paid by: Stewart Title Agency
Exempt Code:

Date: 7/28/2016 3:34:00 PM
Tax List Year: 2016
Land Use Code: 4970
Land Value: 27,600
Building Value: 78,900
Total Value: 104,500
Arms Length Sale: UNKNW
Rcpt: B-07282016-15
Inst #: 763838
Check #: 1259

CUYAHOGA COUNTY
OFFICE OF FISCAL OFFICER - 2
DEED 7/28/2016 3:52:52 PM
201607280628


Cuyahoga County Fiscal Officer

WARRANTY DEED (Mangione to JDT Properties LLC.wd)

KNOW ALL MEN BY THESE PRESENTS

That, I, JEFFREY J. MANGIONE,

[married]

the Grantor

who claims title by or through instrument, recorded in Volume 98-05423, Page 48, County Recorder's Office, for the consideration of Ten Dollars and other good and valuable consideration (\$10.00 etc.), received to my full satisfaction of:

JDT PROPERTIES LLC
[an Ohio limited liability company]

the Grantee

whose TAX MAILING ADDRESS will be:

4219 W. 21ST STREET
CLEVELAND, OH 44109

do Give, Grant, Bargain, Sell and Convey unto the said Grantee, its successors and assigns, the following described premises:

Situated in the City of Cleveland, County of Cuyahoga and State of Ohio:

and known as being Sublot No. Sixteen (16) in The Brooklyn Heights Realty Company's Subdivision, of part of Original Brooklyn Township Lot No. 63, as shown by the recorded plat of said Subdivision in Volume 45 of Maps, Page 2 of Cuyahoga County Records. Said Sublot No. 16 has a frontage of 40-83/100 feet on the Westerly side of Broadview Road, S.W., and extends back between parallel lines 128 feet, as appears by said plat, be the same more or less.

PERMANENT PARCEL NUMBER: 014-21-043

PROPERTY ADDRESS: 2147 Broadview Road
Cleveland, OH 44109

To Have and to Hold the above granted and bargained premises, with the appurtenances thereof, unto the said Grantee, its successors and assigns forever.

And I, JEFFREY J. MANGIONE, the said Grantor, do for myself and my heirs, executors and administrators, covenant with the said Grantee, its successors and assigns, that at and until the ensembling of these presents, I am well seized of

24
14

PARCEL NO. 014-21-043
CONVEYANCE IS IN COMPLIANCE WITH SEC 319.202 O.R.C.
F.A.G.

Frank Russo
CUYAHOGA COUNTY AUDITOR

MAY 01 1998

Conveyance Fee 10.00 Receipt No. 10112/C
TYPE FRANK RUSSO Cuyahoga County Auditor By NY Deputy

VOL. 98-05423 PAGE 48

742638

Warranty Deed

KNOW ALL MEN BY THESE PRESENTS THAT PRECISE BIOMEDICAL INC., AN OHIO CORPORATION, the Grantor, claiming title by or through instrument recorded in Volume 96-10537, Page 24, Cuyahoga County Recorder's Office, for valuable consideration thereunto given, and especially for the sum of Ten Dollars (\$ 10.00) received to its full satisfaction of **JEFFREY J. MANGIONE, Married to PAMELA MANGIONE**, the Grantee, whose tax mailing address will be 2147 Broadview Road, Cleveland, OH 44109 does

GIVE, GRANT, BARGAIN, SELL AND CONVEY unto said Grantee his heirs and assigns, the following described premises, situated in the City of Cleveland, County of Cuyahoga, and State of Ohio:

and known as being Sublot No. Sixteen (16) in The Brooklyn Heights Realty Company's Subdivision, of part of Original Brooklyn Township Lot No. 63, as shown by the recorded plat of said Subdivision in Volume 45 of Maps, Page 2 of Cuyahoga County Records.
Said Sublot No. 16 has a frontage of 40-83/100 feet on the Westerly side of Broadview road, S.W., and extends back between parallel lines 128 feet, as appears by said plat, be the same more or less, but subject to all legal highways.
Permanent Parcel No(s): PP#014-21-043.

98 MAY - 6 AM 11:29
RECORDED
INDEXED
FILED

TO HAVE AND TO HOLD the above premises, with the appurtenances thereunto belonging, unto the said Grantee, and his separate heirs and assigns forever.

AND THE SAID Grantor, for itself and its heirs, executors and administrators, hereby covenant with the said Grantee, his heirs and assigns, that said Grantor is the true and lawful owner of said premises, and is well seized of the same in fee simple, and has good right and full power to bargain, sell and convey the same in the manner aforesaid, and that the same are free and clear from all encumbrances,

except zoning ordinances, easements, reservations, conditions and restrictions of record, if any, and real estate taxes and assessments, general and special, which are a lien at the time of transfer, but which are not then due and payable,

and further, that said Grantor will warrant and defend the same against all claims whatsoever except as provided herein.

AND FOR VALUABLE CONSIDERATION does hereby remise, release and forever quit-claim unto the said Grantee, his heirs and assigns, all right and expectancy of Dower in the above-described premises.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand the 25th day of April, 1998.

SIGNED AND ACKNOWLEDGED IN THE PRESENCE OF:

THOMAS J. NEFF, P. E., P. S.
COUNTY ENGINEER TAX MAP DIVISION
LEGAL DESCRIPTION APPROVED FOR TRANSFER

Jeffrey Mangione
PRECISE BIOMEDICAL INC., by Jeffrey J. Mangione, President

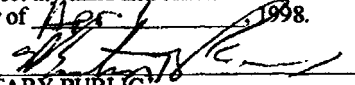
Martin T. Powers
Martin T. Powers

Ann C. Calvey
Ann C. Calvey

STATE OF OHIO)
CUYAHOGA COUNTY)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Jeffrey J. Mangione, President of Precise Biomedical Inc. who acknowledged that he did sign this Warranty Deed and the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Seven Hills, Ohio the 25 day of Apr., 1998.


NOTARY PUBLIC

This Instrument Prepared By:

MELLING, MELLING & BELL
31 Columbus Road
Bedford, OH 44146
440 232-2701

MARTIN T. POWERS, ATTY.
NOTARY PUBLIC • STATE OF OHIO
My Commission Has No Expiration Date
Section 147.03 O.R.C.

Space reserved for Auditor, Engineer and Recorder

MORTGAGE

THIS MORTGAGE IS THE MORTGAGE REFERRED TO IN THE REAL ESTATE PURCHASE AGREEMENT DATED 6/15/21 BETWEEN MORTGAGOR AND MORTGAGEE ("**AGREEMENT**"). THE AGREEMENT IS INCORPORATED HEREIN BY REFERENCE TO THE EXTENT NECESSARY TO PROVIDE MORTGAGEE WITH ALL OF THE REMEDIES AND PROTECTIONS AFFORDED THEREBY. CAPITALIZED TERMS NOT DEFINED IN THIS MORTGAGE SHALL HAVE THE MEANING ASSIGNED TO SUCH TERMS IN THE AGREEMENT.

This Mortgage ("**Mortgage**") is made and entered into on 6/15/21, by and between Oscar Madrigal, whose address is 932 helix ave Chula Vista ca 91911 ("**Mortgagor**") and **Askren Investments LLC**, whose address is 26895 Aliso Creek Road B600 Aliso Viejo, CA 92656 ("**Mortgagee**"), with reference to the following facts:

Pursuant to the terms of this Agreement, Mortgagor delivered to Mortgagee a certain promissory note in the total amount of **\$75,000** ("**Note**"). This Mortgage is executed and delivered to Mortgagee pursuant to the terms and conditions of the Note.

Therefore This Mortgage Secures To Mortgagee:

A. Mortgagor's repayment to Mortgagee of the total sum of **\$75,000** as evidenced by the Note together with all interest and late charges accrued thereon, and any renewals, extensions, amendments, replacements and modifications thereof;

B. Mortgagor's payment of all other sums with interest accrued thereon, advanced in accordance with this Mortgage to protect the security of this Mortgage and the reasonable attorney fees and legal expenses incurred by Mortgagee in the enforcement of this Mortgage and disposition and sale of the Mortgaged Property; and,

C. The performance of Mortgagor's obligations, covenants and agreements under this Mortgage, the Agreement, the Note and the other Loan Documents.

The above items A through C sometimes collectively referred to herein as "**Obligations**" or "**the Obligations**".

Now Therefore, in consideration of Mortgagee's extension of a loan to Mortgagor in the total sum of **\$75,000** and to secure Mortgagor's repayment of said sums and performance of the Obligations as evidenced by this Mortgage and the Note, the Mortgagor does hereby give, grant, bargain, sell and convey unto Mortgagee with mortgage covenants the real property described in Exhibit A attached hereto and incorporated herein by reference ("**Real Property**").

Together With any and all buildings and improvements erected or hereinafter erected on the Real Property.

Together With any and all fixtures, and all machinery, equipment, and other articles of property, whether real estate or not, now or at any time hereafter attached to or situated in or upon, and used or useful in the operation of the Real Property or the buildings and improvements erected or hereafter erected thereupon or of any business now or hereafter operated by the owner or any occupant of the Real Property or any part thereof.

Together With all building material, fixtures, machinery, and equipment delivered on site to the Real Property during the course of construction of any buildings or improvements or thereafter, if intended for addition thereto, or incorporation therein or thereon, or if suitable for any such use.

Together With all and singular the tenements, hereditaments, and appurtenances belonging to the Real Property or any part thereof, or in anywise appertaining thereto (including but not limited to all income, rents, leases and profits arising therefrom) all streets, alleys, passages, ways, rights of way, easements, watercourses, building and joining permits, all other rights, liberties, and privileges of whatsoever kind or character, the reversions and remainders, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well at law as in equity, of Mortgagor, in and to all of the foregoing or any or every part thereof.

(Said land, buildings, improvements, fixtures, machinery, equipment, tenements, improvements, appurtenances, income, rents, leases, profits, easements and other property interests being hereinafter collectively referred to herein as "***Mortgaged Property***").

To Have and To Hold the Mortgaged Property unto the Mortgagee, its successors and assigns forever.

Mortgagor hereby further covenants with Mortgagee as follows:

1. **Mortgage Covenants:** The Mortgagor covenants with the Mortgagee and its, assigns and successors, that Mortgagor is lawfully seized in fee simple of the Mortgaged Property; that the Mortgaged Property is free from all encumbrances other than the Permitted Exceptions; that the Mortgagor has good right to sell and convey the same; and that Mortgagor will warrant and will defend the same to the Mortgagee and its assigns and successors, forever, against the lawful claims and demands of all persons.

2. **Statutory Condition:** This Mortgage is given upon the Statutory Condition described in Ohio Revised Code Section 5302.12-.14. Except as otherwise specifically stated in this Mortgage, the Note, the Agreement or any other Loan Document, Statutory Condition shall mean, that if the Mortgagor, or Mortgagor's assigns, or successors, shall pay unto the Mortgagee or its, assigns or successors, the principal amount and interest secured by this Mortgage, and shall perform all other Obligations, and until such payment and performance shall pay when due and payable all taxes and assessments on the Mortgaged Property, shall keep the buildings on the Mortgaged Property insured against fire and other hazards commonly known as extended coverage risks in a sum not less than the amount secured by this Mortgage or as otherwise provided herein for the benefit of the Mortgagee and its assigns, and successors, in a company or companies authorized to write insurance business in the State of Ohio and acceptable to the Mortgagee and shall pay all premiums therefor, and deliver all policies therefor to the Mortgagee or its assigns, or successors, and, at least ten days before the expiration of any such policy on the Mortgaged Property, shall deliver to Mortgagee a new and sufficient policy to take the place of the one so expiring; and shall not commit or suffer any waste of the Mortgaged Property or any breach of any covenant contained in this Mortgage, the Note, the Agreement or any other Loan Document, then this Mortgage shall be void.

3. **Insurance Obligation:** Mortgagor will procure, deliver to, and maintain for the benefit of Mortgagee during the continuance of this Mortgage and until the same is fully satisfied and released, a policy or policies of insurance insuring the buildings and improvements now existing or hereinafter erected on the Mortgaged Property against loss or damage by fire, lightning, windstorm, hail, explosion, riot, civil commotion, vehicles,

smoke, and such other hazards, casualties, and contingencies as Mortgagee may designate. All policies of insurance required hereunder shall be in such form and companies, as Mortgagee may accept in an amount equal to the total amount secured by this Mortgage or such lesser amount acceptable to Mortgagee and shall contain the Ohio standard or other mortgagee clause acceptable to Mortgagee, with loss payable to Mortgagor and Mortgagee as their interests may appear. Mortgagor will promptly pay when due any premiums on any policy or policies of insurance required hereunder, and will deliver to Mortgagee renewals of such policy or policies at least ten days prior to the expiration date(s) thereof. Upon Mortgagor's failure to comply with the requirements of this paragraph, Mortgagee may, in its discretion, effect any insurance required hereunder and pay the premiums due therefor, and any amounts so paid by Mortgagee shall become immediately due and payable by Mortgagor with interest at the rate then in effect under the Note. In the event of any loss or damage, Mortgagor will give prompt notice thereof to Mortgagee. All proceeds of insurance in the event of such loss or damage shall be payable jointly to the Mortgagor, or Mortgagor's heirs, successors and assigns, and the Mortgagee its successor and assigns. All funds will be utilized by Mortgagor to the extent necessary to restore the Mortgaged Property to substantially the same condition as the Mortgaged Property existed prior to the loss or damage, unless the Mortgagor shall elect not to do so. In the latter event, Mortgagee shall then apply the proceeds to the Obligations and the balance, if any, shall be paid to Mortgagor.

4. **Payment of Taxes and Other Charges:** Mortgagor shall pay all real estate taxes, water and sewer rents, other similar claims and liens assessed or which may be assessed against the Mortgaged Property or any part thereof, without any deduction, defalcation, or abatement, not later than five days before the date on which such taxes, water and sewer rents, claims and liens commence to bear interest or penalties, and not later than such dates, shall produce to Mortgagee receipts for the payment thereof in full and shall pay every other tax, assessment, claim, lien or other encumbrances which may at any time be or become a lien upon the Mortgaged Property prior to the lien of this Mortgage; provided, however, that if Mortgagor shall in good faith, and by proper legal action, contest any such taxes, claims, liens, encumbrances, or other charges, or the validity thereof, and shall have established on Mortgagor's books or by deposit of cash with Mortgagee (as Mortgagee may elect), a reserve for the payment thereof in such amount as Mortgagee may require, the Mortgagor shall not be required to pay the same, or to produce such receipts, during the maintenance of said reserve and so long as such contest operates to prevent collection, and is maintained and prosecuted with diligence, and shall not have been terminated or discontinued adversely to Mortgagor. Upon Mortgagor's failure to comply with the requirements of this paragraph, Mortgagee may, in its discretion, pay such taxes and other charges, and any amounts so paid by Mortgagee shall become immediately due and payable by Mortgagor, with interest at the rate then in effect under the Note.

5. Advances to Pay Taxes, Assessments, Insurance Premiums, and to Protect The Mortgaged Property: In addition to any other debt or obligation secured hereby, this Mortgage shall also secure unpaid balances of advances made, plus interest thereon at the rate then in effect under the Note, by Mortgagee with respect to the Mortgaged Property, for the payment of taxes, assessments, insurance premiums, or costs incurred for the protection of the Mortgaged Property.

6. Condemnation: The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Mortgaged Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagee. In the event of a total taking of the Mortgaged Property, the proceeds shall be applied to the Obligations, with the excess, if any, paid to Mortgagor. In the event of a partial taking of the Mortgaged Property, unless Mortgagor and Mortgagee otherwise agree in writing, there shall be applied to the Obligations such proportion of the proceeds as is equal to that proportion which the amount of the Obligations immediately prior to the date of taking bears to the fair market value of the Mortgaged Property immediately prior to the date of taking, with the balance of the proceeds paid to Mortgagor. If the Mortgaged Property is abandoned by Mortgagor, or if, after notice by Mortgagee to Mortgagor that the condemnor offers to make an award or settle a claim for damages, Mortgagor fails to respond to Mortgagee within thirty days after the date such notice is mailed, Mortgagee is authorized to collect and apply the proceeds, at Mortgagee's option, either to restoration or repair of the Mortgaged Property or to the Obligations. Unless Mortgagee and Mortgagor otherwise agree in writing, any such application of proceeds shall not extend or postpone the due date of the Obligations or change the amount due thereon.

7. Compliance With Ordinances: Mortgagor shall comply with any municipal ordinance or regulation affecting the Mortgaged Property within the later of thirty days after notice thereof, as required under the applicable notice or as otherwise agreed to with the municipality; provided, however, that if Mortgagor shall in good faith, and by proper legal action, contest any such ordinance or regulation, or the validity thereof, then Mortgagor shall not be required to comply therewith so long as such contest operates to prevent enforcement, and is maintained and prosecuted with diligence, and shall not have been terminated or discontinued adversely to Mortgagor.

8. Power and Authority: Mortgagor covenants that Mortgagor has full power and authority to enter into this Mortgage and to incur the Obligations provided for herein and therein. No consent or approval of any governmental or administrative authority, instrumentality, or agency is required as a condition to the validity of this Mortgage.

9. **Transfer of Title by Mortgagor:** Any transfer by sale, gift, devise, operation of law, or otherwise of or the creation of any Lien by operation of law or otherwise on all or any portion of the Mortgaged Property shall have the same consequences as a Default hereunder, and upon such transfer or Lien, Mortgagee, without prior notice or the elapse of any period of grace or the right to cure, shall have the right to declare all sums secured hereby immediately due and payable, and, Mortgagee shall have the right to exercise all remedies provided in this Mortgage, the Note, the Agreement and the other Loan Documents or otherwise at law or in equity.

10. **Default:** The following shall constitute Default hereunder:

- (a) The failure to pay any amount due under the Note when the same is payable;
- (b) The failure to pay any other sums required to be paid in the Note, this Mortgage, the Agreement or any other Loan Document when the same is payable;
- (c) The failure to perform any covenant or agreement contained in the Note, the Agreement, this Mortgage or any other Loan Document;
- (d) The occurrence of any Default as defined in the Note, the Agreement or any other Loan Document;
- (e) Transfer of or Lien on any part of the Mortgaged Property as prohibited by paragraph 9 hereof.

11. **Remedies for Default:** Upon the happening of any Default, the entire unpaid balance of the Obligations shall, at the option of Mortgagee, become immediately due and payable without notice or demand, notice being hereby expressly waived, and in the case of any Default Mortgagee may forthwith:

- (a) **Foreclosure:** Institute an action of Mortgage foreclosure, or take such other action, as the law may allow, at law or in equity, for the enforcement of this Mortgage and realization on the Mortgage security or any other security which is herein or elsewhere provided for, and proceed thereon to final judgment and execution thereon for the entire unpaid balance of the Obligations, with interest at the rate then in effect under the Note to the date of Default and thereafter together with all other sums secured by this Mortgage, all costs of suit, interest at the rate then in effect under the Note or any judgment obtained by Mortgagee from and after the date of any Sheriff's Sale of the Mortgaged Property (which may be sold in one parcel or in such parcels, manner, or order as Mortgagee shall elect) until actual payment is made by the Sheriff of the full amount due Mortgagee; and,

(b) **Possession and Receivership:** Enter into possession of the Mortgaged Property, with or without legal action, and by force if necessary; lease the same; collect all rents and profits therefrom and, after deducting all costs of collection and administration and expense, apply the net rents and profits to the payment of taxes, water and sewer rents, charges and claims, insurance premiums, and all other carrying charges (including but not limited to agents' compensation and fees and costs of counsel and receivers) and to the maintenance, repair, or restoration of the Mortgaged Property, or on account and in reduction of the Obligations, in such order and amounts as Mortgagee in Mortgagee's sole discretion may elect; and have a receiver appointed without the requirement to post bond to enter into possession of the Mortgaged Property collect the rents and profits therefrom, and apply the same as the court may direct. Mortgagee shall be liable to account only for rents and profits actually received by Mortgagee. For such purposes Mortgagor hereby authorizes any attorney of any court of record to appear for Mortgagor to sign an agreement for entering an amicable action of ejectment for possession of the Mortgaged Property, and to confess judgment therein against Mortgagor in favor of Mortgagee, whereupon a writ may forthwith issue for the immediate possession of the Mortgaged Property, without any prior writ or proceeding whatsoever; and for so doing this Mortgage or a copy hereof verified by affidavit shall be a sufficient warrant.

(c) **Other Remedies:** Exercise any and all other rights and remedies provided by law or in the Agreement, the Note or any other Loan Document.

12. **Notice:** A notice which is mailed by certified mail to Mortgagor or to the person or persons who are then the owner or owners of the Mortgaged Property at the address listed herein, or at such other address as Mortgagor shall designate to Mortgagee in writing, shall be sufficient notice when notice is required under this Mortgage.

13. **Cumulative Rights and Remedies:** The rights and remedies of Mortgagee as provided herein, in the Note, the Agreement and the other Loan Documents and the warrants therein contained, shall be cumulative and concurrent, and may be pursued singly, successively, or together at the sole discretion of Mortgagee, and may be exercised as often as occasion therefor shall occur and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release of the same.

14. **Ohio Law to Apply:** This Mortgage shall be construed under and in accordance with the laws of the State of Ohio.

15. **Parties Bound:** This Mortgage shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Mortgage.

16. **Severability**: In case any one or more of the provisions contained in this Mortgage shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Mortgage shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

17. **Time of Essence**: Time is of the essence of this Mortgage.

18. **Construction**: The words “Mortgagor” and “Mortgagee” include singular or plural individual or corporation, and the respective heirs, executors, administrators, successors, and assigns of Mortgagor and Mortgagee, as the case may be. The use of any gender applies to all genders. If more than one party is named as Mortgagor, the obligations hereunder of each such parties are joint and several.

19. **Captions**: The captions herein are inserted only for convenience of reference and in no way define, limit, or describe the scope or intent of this Mortgage or any particular paragraph or section hereof, nor the proper construction hereof.

20. **Fair Interpretation**: Every covenant, term, and provision of this Mortgage shall be construed simply according to its fair meaning and not strictly for or against either party.


21. **Jury Trial Waiver**: All parties hereto hereby waive trial by jury in any action, proceeding, claim, or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Mortgage.

23. **Incorporation of Term of Agreement**: This Mortgage is delivered to Mortgagee pursuant to the terms of the Agreement. The terms, definitions, provisions, representations, warranties and covenants contained therein are hereby incorporated by reference as though fully set forth herein. Capitalized terms not defined herein shall have the meaning assigned to such term in the Agreement.

THIS SECTION IS INTENTIONALLY LEFT BLANK

Executed _____, 2022.

Individual/Entity

By: 
Name: NAME *Brad Astrows*
Title: *Owner*

State of _____:

SS:

County of _____:

The foregoing instrument was acknowledged before me _____,
2021, by **Person/Entity Giving the Mortgage**, an _____, on behalf of the company.

(seal)

Notary Public

See Attached^{NC}

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

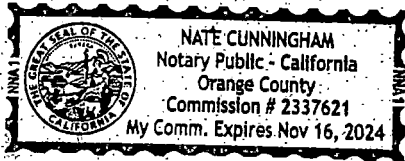
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)
On 6/15/2022 before me, Nate Cunningham, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Brad Astren
Name(s) of Signer(s)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer is Representing: _____

**EXHIBIT A
MORTGAGED PROPERTY**

2147 Broadview Road, Cleveland, Ohio 44109

Parcel 014-21-043

Legal Description
63 BRKHTS 0016 ALL

Situated in the City of Cleveland, County of Cuyahoga and State of Ohio:

And known as being Sublot No. Sixteen (16) in The Brooklyn Heights Realty Company's Subdivision, of part of Original Brooklyn Township Lot No. 63, as shown by the recorded plat of said Subdivision in Volume 45 of Maps, Page 2 of Cuyahoga County Records. Said Sublot No. 16 has a frontage of 40-83/100 feet on the Westerly side of Broadview Road, S.W., and extends back between parallel lines 128 feet, as appears by said plat, be the same more or less, but subject to all legal highways.

Permanent Parcel Number: 014-21-043

Property Address: 2147 Broadview Road, Cleveland, OH 44109

This instrument was prepared by Askren Investments, LLC

CUYAHOGA COUNTY FISCAL OFFICER
014-21-043 *Richard Chambers* 2/26/2021 E
E-02262021-9

ASKREN INVESTMENTS LLC Tax Dist. 3100
Warranty Deed LUC: 4970 EX:
Sale Amt: \$ 85,000.00 LAND: 15,700
Conv. Fee: \$ 340.00 BLDG: 77,900
INFINITY TOTAL: 93,600



CUYAHOGA COUNTY
OFFICE OF FISCAL OFFICER - 2
DEED 2/26/2021 1:36:14 PM
202102260423

GENERAL WARRANTY DEED

JDT Properties LLC., by Dana Januska, its Sole Member having been duly authorized to execute the same, for valuable consideration paid, grants, with general warranty covenants, to **Askren Investments LLC.,** the following real property:

Situated in the City of Cleveland, County of Cuyahoga and State of Ohio:
And known as being Sublot No. Sixteen (16) in The Brooklyn Heights Realty Company's Subdivision, of part of Original Brooklyn Township Lot No. 63, as shown by the recorded plat of said Subdivision in Volume 45 of Maps, Page 2 of Cuyahoga County Records. Said Sublot No. 16 has a frontage of 40-83/100 feet on the Westerly side of Broadview Road, S.W., and extends back between parallel lines 128 feet, as appears by said plat, be the same more or less, but subject to all legal highways.
Permanent Parcel Number: 014-21-043

Property Address: 2147 Broadview Road, Cleveland, OH 44109

Tax Mailing Address: 2147 Broadview Road, Cleveland, OH 44109

Except a) any mortgage assumed by Grantee, b) restrictions of record and any reservations and easements created in conjunction with such restrictions, which Grantee has reviewed and approved c) zoning ordinances, if any, and d) taxes and assessments, both general and special, for the current half of the taxable year and thereafter.

Prior Instrument Number: 201607280628

Infinity Title
2021/2757⁰

Executed by **JDT Properties LLC., by Dana Januska, its Sole Member** the 24
day of Feb, 2021.

JDT Properties LLC.,

Dana Januska ^{Sole Member}
By: Dana Januska
Its: Sole Member

State of OH
County of Cuyahoga

Before me a Notary Public in and for said County and State, personally appeared the above named **JDT Properties LLC., by Dana Januska, its Sole Member**, who acknowledged that they did sign the foregoing instrument on behalf of said **JDT Properties LLC.**, and that the same is their free act and deed individually and as such officer.

This is an acknowledgement, no oath or affirmation was administered.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this 24 day of Feb, 2021.

This document was prepared by:
David A. Freeburg, Esq.
Freeburg & Freeburg LLC
6690 Beta Drive, STE 320
Mayfield Village, Ohio 44143
440-421-9181
D-2021-02-58-202112757i

