



**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**  
**September 20, 2022 10:27**

By: CHRISTIAN EVAN CARSON 0088523

Confirmation Nbr. 2656498

JAMES ALBERT COYLE ET AL.

CV 22 968866

vs.

**Judge: JOHN D. SUTULA**

ASKREN INVESTMENTS LLC ET AL.

Pages Filed: 25

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

JAMES ALBERT COYLE III  
c/o Carson Law Firm LLC  
2618 N. Moreland Blvd.  
Cleveland, OH 44120

TARA COYLE  
c/o Carson Law Firm LLC  
2618 N. Moreland Blvd.  
Cleveland, OH 44120

Plaintiffs,

vs.

ASKREN INVESTMENTS LLC  
c/o Brad Askren, Stat. Agent  
5465 Broadway Ave.  
North Canton, OH 44721

BRAD ASKREN  
575 6TH Avenue, Unit 214  
San Diego, CA 92101

DISCOVER BANK  
6500 New Albany Rd E  
New Albany, OH 43054

and

STATE OF OHIO DEPT OF TAXATION  
PO Box 89471  
Cleveland, OH 44101

Defendants.

CASE NO. \_\_\_\_\_

JUDGE: \_\_\_\_\_

**COMPLAINT FOR FORECLOSURE**

**PPNS:**

**137-24-076**

**130-20-122**

**135-04-082**

**107-09-021**

Now come the Plaintiffs, James Albert Coyle III and Tara Coyle by counsel, and for their  
Complaint against the Defendants, state as follows:

### **FIRST COUNT**

1. Defendants Askren Investments LLC by and Brad Askren (as its managing member and in an individual capacity) executed a promissory note (the "Note") in the original sum of \$300,000.00, plus interest thereon as set forth in the Note. A copy of the Note is attached hereto as Exhibit "A".
2. Plaintiffs are the holder of the Note.
3. The Note is in default. Plaintiffs have satisfied conditions precedent and declared the entire balance due and payable.
4. Plaintiffs are due upon the Note the sum of \$288,536.10, plus interest at the rate of 20% per annum from June 1, 2020, plus late charges, advances, extension fees, and all other costs and expenses incurred for the enforcement of the note and mortgage to which Plaintiffs are entitled.
5. Plaintiffs are entitled to enforce the Note.

### **SECOND COUNT**

6. Plaintiffs incorporate herein by reference all of the allegations contained in their first count, and further say that they are the holders of a certain mortgage deed, securing the payment of said promissory note, a copy of which mortgage deed, including the assignment thereof to Plaintiffs, is attached hereto, marked Exhibit "B" , and made a part hereof; and, that said mortgage is a valid and first lien upon the premises described in said mortgage deed, subject only to any lien that may be held by the County Treasurer that has priority over the mortgage as a matter of law.
7. Plaintiffs say that the conditions of said mortgage deed have been broken, by reason of default in payment and the same has become absolute.

8. Plaintiffs say that pursuant to the covenants and conditions of said mortgage deed they have and/or they may, from time to time during the pendency of this action, advance sums to pay real estate taxes, hazard insurance premiums and property protection and maintenance, which sums so advanced are a good and valid first lien upon the premises described in Exhibit "B".
9. Plaintiffs further say that they have performed all of the conditions precedent required to be performed by them.
10. Plaintiffs say that the following Defendants named in this Complaint have, or claim to have, some interest in, or a lien on, the mortgaged premises, or some part of the mortgaged premises, which interest or lien, if any, is subsequent to the plaintiffs' mortgage and lien and subordinate to the mortgage and lien:
  - a. DISCOVER BANK
  - b. OHIO DEPARTMENT OF TAXATION
  - c. CITY OF CLEVELAND

**WHEREFORE**, Plaintiffs pray for the following relief:

- a. a finding of default on the note in the principal amount of \$288,536.10 against defendants Askren Investments LLC and Brad Askren, jointly and severally, plus interest on the outstanding principal amount at the rate of 20% per annum from June 1, 2022, plus late charges and advances and all costs and expenses incurred for the enforcement of the Note and Mortgage except to the extent the payment is prohibited by Ohio law;
- b. a finding that the Mortgage is a valid and subsisting lien on the Property, subject only to any lien that may be held for real property taxes that has priority over the Mortgage as a matter of law;

c. an order (1) foreclosing the equity of redemption and dower of all defendants named in this action, (2) requiring that the Property, be sold free and clear of all liens, interests, and dower, (3) requiring all defendants to set up their liens or interest in the Property or be forever barred from asserting such liens or interests, (4) requiring that the proceeds of the sale of the Property be applied to pay all amounts due to Plaintiffs, and (5) granting Plaintiffs all other relief, legal and equitable, as may be proper and necessary, including, for example, a writ of possession.

Respectfully submitted,  
/s/ Christian E. Carson  
Christian E. Carson (0088523)  
Carson Law Firm LLC  
2618 North Moreland Blvd.  
Cleveland, OH 44120  
T: (216) 352-4243  
F: (216) 539-8137  
christian@lawcarson.com  
*Counsel for Plaintiffs*



## COMMERCIAL MORTGAGE NOTE

Date: April 21, 2020

Location \_\_\_\_\_, \_\_\_\_\_

FOR VALUE RECEIVED, the undersigned **Askren Investments, LLC and Brad Askren, individually**, ("Borrower") (jointly and severally, if more than one) promises to pay to the order of **Tara Coyle and James Albert Coyle III**, jointly and severally, or their successors and assigns, as their interests may appear ("Lender"), at 7315 Latrobe Rd., Shingle Springs, CA 95682, or at such other place as Lender may designate to Borrower in writing from time to time, in legal tender of the United States, the principal sum of **three hundred thousand dollars and no cents (\$300,000.00)**, together with interest at the rate provided below.

The principal amount outstanding from time to time shall bear interest as follows:

**Fixed Rate.** From the date of this Note until maturity, the principal amount shall bear interest at the rate of **zero percent (0%)** per annum so long as the Borrower is not in Default.

The interest rate in effect under this Note under the method selected above is referred to as the "Interest Rate." All interest under this Note shall be computed on an actual/360-day basis (i.e., interest for each day during which any of the principal amount is outstanding shall be computed at the Interest Rate or the Default Rate (as hereinafter defined), as applicable, divided by 360).

Level monthly installments of principal and interest (if any) shall be due and payable in an amount necessary to amortize the principal amount, together with interest on the principal amount at the Interest Rate in effect from time to time, over the period from the fifteenth day of the month following the date of this Note to and including May 15, 2025 (the last day of amortization period). The level monthly payments shall be due on the fifteenth day of the calendar month after the date of this Note and on the fifteenth day of each calendar month thereafter until the maturity date of this Note. The initial monthly payment shall be amount of five thousand dollars (\$5,000). If the Interest Rate is subject to adjustment as provided herein, the amount of the installment payments shall be adjusted as of the date of any adjustment of the Interest Rate.

Notwithstanding anything to the contrary set forth above, the final payment of principal and interest in an amount sufficient to pay the then unpaid principal balance together with all accrued and unpaid interest shall be due and payable on or before **May 15, 2025** (the "maturity date").

During the continuance of a Default (as hereinafter defined), the principal amount shall bear interest at the rate of twenty percent (20%) per annum in excess of the Interest Rate in effect from time to time, each change in such rate to be effective as of the date of the change (the "Default Rate"). In addition, Borrower shall pay to Lender a late payment premium of five percent (5%) of any principal or interest payment made more than fifteen (15) days after the due date of that payment. The late payment premium shall be paid along with the delinquent payment.

Borrower shall have the right at any time during the term of this Note, upon written notice to Lender, to prepay the entire unpaid principal amount of this Note, together with any accrued and unpaid interest thereon.

Should the indebtedness represented by this Note be collected at law or in equity, or in bankruptcy, receivership or any other court proceedings (whether at the trial or appellate level), or should this Note be placed in the hands of attorneys for collection upon Default, Borrower agrees to pay, in addition to the principal, interest and premiums provided herein, all costs of collection, including reasonable attorneys' fees and expenses.

This Note is secured by, among other things, a first mortgage or deed of trust on the properties located at **13316 Chapelside Ave., Cleveland, OH 44120; 3451 E 117 St., Cleveland, OH 44120; 3432 E 69 St., Cleveland, OH 44127; 9422 Orleans Ave., Cleveland, OH 44105; 1206 E 85 St., Cleveland, OH 44108** (the "Mortgage"), which Mortgage specifies various defaults upon the happening of which all sums owing on this Note may, at Lender's option, be declared immediately due and payable.

In the event that (a) any installment of principal or interest is not paid when due or the entire indebtedness evidenced by this Note is not paid when due, (b) any late payment premium, prepayment premium or other sum provided in this Note is not paid when due, or (c) a default should occur under the Mortgage or any other document evidencing or securing this Note and such default is not cured within the applicable period provided in that document (each of the events described in clauses (a), (b) and (c) constituting a "Default" for purposes of this Note), Lender shall have the right, at its election, to declare the entire unpaid principal balance of this Note, together with all accrued and unpaid interest thereon and all other sums or charges due hereunder, to be immediately due and payable. Such election may be made without notice to Borrower.

Except to the extent that such rights are expressly provided in this Note, Borrower waives demand, presentment for payment, notice of intent to accelerate, notice of acceleration, protest, notice of protest, dishonor and notice of nonpayment and any and all lack of diligence or delays in collection or enforcement of this Note. Without affecting the liability of Borrower under this Note, Lender may release any of the Property, grant any indulgence, forbearance or extension of time for payment, or release any other person now or in the future liable for the payment or performance of any obligation under this Note, the Mortgage or any related loan documents. This Note shall be governed by and construed in accordance with the laws of the State of Ohio.

This Note may not be changed orally, but only by an agreement in writing, signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

Notwithstanding anything to the contrary in this Note, the obligations of Borrower under this Note and the Mortgage shall be subject to the limitation that payments of interest shall not be required to the extent that receipt of any such payment by Lender would be contrary to provisions of law applicable to Lender limiting the maximum rate of interest that may be charged or collected by Lender.

All notices under this Note by Borrower or Lender to the other shall be given as provided in the Mortgage.

Borrower expressly acknowledges that the indebtedness evidenced by this Note is a "business loan" within the meaning of Chapter 1343 of the Ohio Revised Code.

This Note shall be binding upon Borrower and Borrower's heirs, personal representatives, successors and assigns. This Note shall inure to the benefit of Lender, its successors and assigns, including any parties to whom this Note may be assigned.

This note shall serve as a modification of all of Borrower's previously owed debts to Lender.

**Borrower, and Lender by its acceptance of this Note, to the extent permitted by law, each waives any right to have a jury participate in resolving any dispute, whether sounding in contract, tort, or otherwise, between Borrower and Lender arising out of, connected with, related to, or incidental to the Note, the Mortgage, or any other agreements executed in connection therewith or transactions related thereto.**

If any provision of this Note is held to be invalid, illegal or unenforceable in any respect, or operates, or would if enforced operate to invalidate this Note, then that provision shall be deemed null and void. Nevertheless, its nullity shall not affect the remaining provisions of this Note, which shall in no way be affected, prejudiced or disturbed.

Borrower authorizes any attorney-at-law to appear in any court of record in Cuyahoga County, Ohio, or in any court of record in the jurisdiction in which Borrower may then reside, or in any court of record in the jurisdiction in which the property secured by the Mortgage is located, or in any court of record in any jurisdiction outside of Ohio, after the indebtedness evidenced hereby becomes due, and, on behalf of Borrower, to waive the issuing and service of process and confess judgment against Borrower in favor of Lender for the amount then appearing due, together with costs of suit and thereupon to release all heirs and waive all rights of appeal and stay of execution. The authority granted by this paragraph may be exercised by an attorney retained by the holder of this Note, in which case Borrower waives any conflict of interest that may arise or appear to arise as a result of the attorney's actions pursuant to this authority, and Borrower consents to the payment of legal fees to that attorney by the holder of this Note.

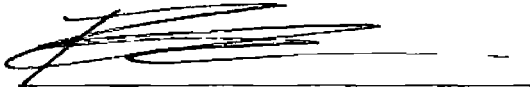
[signatures on fol]lowing page]



IN WITNESS WHEREOF, Borrower has executed and delivered this Note on the date of this Note first above written.

**“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.”**

**Askren Investments LLC**



BY: Brad Askren  
ITS: MANAGING MEMBER



Brad Askren, individually



CUYAHOGA COUNTY  
FISCAL OFFICE - 8  
05/05/2020 08:16:28 AM  
**202005050029**

## MORTGAGE

Askren Investments LLC ("Mortgagor," whether one or more), whose address is 26895 Aliso Creek Rd, B600, Aliso Viejo, CA 92656, for three hundred thousand dollars (\$300,000.00) paid, the receipt of which is acknowledged, grants, with mortgage covenants, to Tara Coyle and James Albert Coyle III ("Mortgagee," whether one or more), whose address is 7315 Latrobe Rd., Shingle Springs, CA 95682, the real property being more particularly described in Exhibit A attached to this Mortgage.

TOGETHER WITH any of the following items either now or in the future located on, affixed to, used in the operation of, or otherwise benefiting the land (or any part of the land) described above: all buildings, structures and improvements; all fixtures, machinery, apparatus and equipment used in the operation of the real estate; all easements, rights-of-way, licenses, privileges and other appurtenances; and all leases, rents, income, profits and proceeds. As used in this Mortgage, the term "Property" means the land described in Exhibit A together with all of the items described above.

Mortgagor excepts from the mortgage covenants the following: (a) all legal highways; (b) easements, covenants, conditions and restrictions of record; (c) zoning and building laws, ordinances, and regulations; and (d) real estate taxes and assessments not yet due and payable.

This Mortgage is given, upon the statutory condition, to secure payment of three hundred thousand dollars (\$300,000.00) together with interest as provided in a Commercial Mortgage Note dated the same date as this Mortgage from Mortgagor to Mortgagee (the "Note").

"Statutory condition" is defined in Section 5302.14 of the Ohio Revised Code and provides generally that if Mortgagor pays the principal and interest secured by this Mortgage, performs the other obligations secured hereby and the conditions of any prior mortgage, pays all taxes and assessments, maintains insurance against fire and other hazards, and does not commit or suffer waste, then this Mortgage shall be void.

As a further condition of this Mortgage, Mortgagor agrees as follows:

1. Mortgagor shall pay the Note, pay all other sums secured by this Mortgage and perform and comply with all terms and conditions of this Mortgage, when and as the same arise or become due.

2. Mortgagor shall pay, when due, (i) all taxes, assessments and levies of every type or nature levied or assessed against the Property, and (ii) any claim, lien or encumbrance against the Property, whether prior to or subsequent to the lien of this Mortgage. Proof of payment shall be delivered promptly to Mortgagee.

3. Mortgagor shall keep the Property insured, in such amount as Mortgagee may reasonably require, against loss or damage by fire, extended coverage perils, rent loss (if applicable), and such other risks and perils as Mortgagee, in Mortgagee's discretion, may require. This insurance shall be written by a company of recognized financial standing that is authorized to do an insurance business in the State of Ohio. Every policy shall contain a standard first mortgage endorsement in favor of Mortgagee and shall provide that in case of loss or damage, the proceeds shall be payable to Mortgagee. Every policy shall also contain an agreement by the insurer that it will not cancel the policy except after fifteen days prior written notice to Mortgagee. Mortgagor shall deliver to Mortgagee certificates of the insurance required to be maintained under this Mortgage. Any and all amounts received by Mortgagee under any of these policies shall be applied by Mortgagee on the indebtedness secured by this Mortgage or paid to Mortgagor for repairing and rebuilding any improvements on the Property in accordance with Paragraph 4. Neither the application nor the payment of any of those amounts shall cure or waive any default of Mortgagor.

4. Mortgagor shall maintain the Property in good condition and repair, shall not commit or suffer waste of the Property, and shall not alter, improve or demolish any portion of the Property without Mortgagee's consent. Upon damage or destruction of the Property by fire or other casualty, Mortgagor shall promptly restore or rebuild the damaged portion of the Property to substantially its condition prior to the occurrence of the casualty or in such other manner as Mortgagee may approve. Provided that (a) Mortgagor is not in default in the payment or performance of any obligations under the Note or this Mortgage and (b) the available insurance proceeds are adequate to pay all costs of restoration and rebuilding of the Property, or, if inadequate, Mortgagor furnishes Mortgagee with evidence satisfactory to Mortgagee that Mortgagor has sufficient additional funds available to pay all of those costs. Mortgagee shall make the proceeds of insurance available to Mortgagor for costs incurred as the rebuilding or restoration progresses. Any additional funds required to be furnished by Mortgagor shall be applied to payment of the cost of restoration and rebuilding prior to disbursement of insurance proceeds by Mortgagee. If (i) either of the conditions set forth in clauses (a) and (b) above is not satisfied, (ii) Mortgagor fails to promptly commence the restoration or rebuilding, or (iii) Mortgagor fails to complete the same with all reasonable diligence, then the insurance proceeds or any remaining balance shall, at the option of Mortgagee, be applied to payment of the indebtedness secured by this Mortgage.

5. Mortgagor shall comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property, and shall not suffer or permit any violation of the same.

6. If Mortgagor (a) fails to pay, when due, any claim, lien or encumbrance that is prior to this Mortgage, or any tax, assessment, levy or insurance premium; (b) fails to restore, rebuild or keep the Property in good condition and repair; (c) commits or permits waste; or (d) permits or suffers the commencement of any action or proceeding affecting the Property or title to the Property, and if any such failure or condition is not cured within 10 days after written notice from Mortgagee to

Mortgagor (except that no notice shall be required if the action is necessary to protect the security of this Mortgage), then Mortgagee, at Mortgagee's option, may (i) pay the claim, lien, encumbrance, tax, assessment, levy or premium and any penalty or interest on the same, (ii) procure such insurance as Mortgagee deems necessary, (iii) make the repairs, restoration or rebuilding, (iv) take such steps as Mortgagee deems advisable to prevent or cure waste, and (v) appear in any action or proceeding, retain counsel, and take such action as Mortgagee deems advisable. Mortgagor shall pay to Mortgagee, within 10 days after written demand, all sums of money advanced by Mortgagee under the provisions of this Paragraph, together with interest on each advancement at the interest rate provided in the Note. All such advances and interest on the same shall be considered protective advances pursuant to Section 5301.233 of the Ohio Revised Code to the maximum extent permitted by law, shall be added to the principal debt and shall be secured by this Mortgage.

7. Mortgagor assigns to Mortgagee all of the rents, issues and profits of the Property. So long as there is no default by Mortgagor in the performance or observance of any obligation secured by this Mortgage, Mortgagor shall have the right to collect the rents, issues and profits, but no more than one month in advance. This paragraph constitutes an absolute and present assignment of the rents, issues, and profits of the Property, subject, however, to a conditional license given to Mortgagor to collect and use same to the extent provided above.

8. Mortgagor assigns to Mortgagee all awards and payments ("Condemnation Awards") arising by reason of any taking of all or any part of the Property by condemnation or other eminent domain proceedings pursuant to any law, general or special, by any governmental or other authorized condemning authority. Mortgagee shall be entitled to participate fully in any condemnation proceeding. Mortgagee may, after deducting all of Mortgagee's expenses, including attorneys' fees, release any Condemnation Awards to Mortgagor, or, in Mortgagee's sole discretion, apply the same on any indebtedness secured in this Mortgage and release any excess proceeds to Mortgagor. Mortgagor agrees to execute such further assignments of any Condemnation Awards as Mortgagee may require.

9. If Mortgagor (i) conveys to any other person a security interest in the Property or any part of the Property or (ii) sells, conveys, contracts to sell or convey, enters into an option to sell or convey, or otherwise disposes of the Property, any interest in the Property or any part of the Property, without the prior written consent of Mortgagee, Mortgagee may, at Mortgagee's option, declare the entire indebtedness secured by this Mortgage immediately due and payable.

10. As long as this Mortgage is in effect, Mortgagor shall not conduct or permit to be conducted on the Property any operations involving the treatment, storage, disposal, handling or use of any toxic, explosive or dangerous materials or any "hazardous substances" or "hazardous wastes," as defined under applicable federal, state or local environmental laws and regulations. (For purposes of this Mortgage, all of the foregoing are referred to as "Hazardous Materials.") Mortgagor indemnifies and agrees to defend and hold Mortgagee harmless from and against any claims, liabilities, losses, damages and expenses (including attorneys' fees) to which Mortgagee may become subject due to (i) any Hazardous Materials being located on or concealed within the Property or (ii) any contamination of soils, groundwater or the environment due to Hazardous

Materials being released, discharged, deposited, dumped, spilled, leaked or placed into, on or from the Property. This indemnity shall apply regardless of Mortgagor's knowledge of or participation in the events giving rise to the claim or liability, and regardless of whether those events occurred before or after Mortgagor acquired the Property. This indemnity shall also survive the cancellation or release of this Mortgage.

11. If one or more of the following events ("defaults") occurs and is continuing: (i) Mortgagor fails to pay, when due, or within 10 days after the due date, any principal, interest or other sums payable under the Note; (ii) Mortgagor fails to pay, when due, any other sum secured by this Mortgage, and this failure continues for more than 10 days after written notice; (iii) Mortgagor fails to fully perform any of Mortgagor's obligations, covenants or agreements under this Mortgage, and the failure continues for more than 30 days after written notice (or, if the matter complained of cannot reasonably be cured within 30 days, Mortgagor fails to promptly commence and diligently proceed to effect the cure within a reasonable time); or (iv) Mortgagor files, or there is filed or commenced against Mortgagor, the Property or any material assets of Mortgagor, a petition in bankruptcy, reorganization, foreclosure, receivership, attachment, garnishment, or other proceedings of a similar nature, and the proceedings are not dismissed within 45 days; then, and in any of these events, all of the indebtedness secured by this Mortgage shall become immediately due and payable, at the option of Mortgagee, without additional notice or demand. In the event of a default, in addition to any other right or remedy Mortgagee may have at law or in equity, Mortgagee shall have the right to (a) foreclose this Mortgage; (b) enter upon and take possession of the Property or any part of the Property, and perform any act Mortgagee deems necessary or proper to conserve the security, and collect and receive all rents, issues and profits, including those past due as well as those subsequently accruing; and/or (c) apply without additional notice and in ex parte proceedings for the appointment of a receiver of the rents, issues and profits of the Property, as a matter of right without consideration of the value of the Property as security for the amount due Mortgagee, or the solvency of any person or persons liable for the payment of those amounts, or the availability of other remedies, whether at law or in equity.

12. No delay by Mortgagee in exercising any right or remedy, or otherwise afforded by law, shall operate as a waiver or preclude the exercise of the right or remedy during the continuance of any default.

13. Mortgagor agrees that Mortgagee shall have the right to enter upon the Property from time to time during normal business hours to inspect the condition of the Property.

14. Mortgagor and Mortgagee intend that this Mortgage shall secure the unpaid balance of loan advances made by the holder hereof after this Mortgage is delivered to the Cuyahoga County Recorder for record to the fullest extent and with the highest priority contemplated by Section 5301.232 of the Ohio Revised Code. The maximum amount of all loan advances, in the aggregate and exclusive of interest accrued thereon and protective advances made as contemplated in subsection (b) below, which may be outstanding at any time, is three hundred thousand dollars (\$300,000.00). If and to the extent applicable, Mortgagor hereby waives any right it may have under Section 5301.232(C) of the Ohio Revised Code.

(b) In addition to the loan advances referred to in subsection (a) above, Mortgagee shall have the right, but not the obligation, to make protective advances with respect to the Property for the payment of taxes, assessments, insurance premiums, repairs, and maintenance costs, if any, incurred by reason of all or any part of the Property being classified as a "Reporting Facility" within the meaning of Ohio Revised Code Section 3752.01 and other costs incurred in the protection of the Property as contemplated by Section 5301.233 of the Ohio Revised Code, and such protective advances, together with interest thereon at the interest rate provided in the Note from the date of each such advance until it is repaid in full, shall be secured by this Mortgage to the fullest extent and with the highest priority contemplated by said Section 5301.233.

15. Any notice required or permitted to be given to Mortgagor or Mortgagee or by law shall be deemed given if mailed by certified or registered United States mail, postage prepaid, addressed as follows:

**MORTGAGOR:**

Askren Investments LLC  
c/o Brad Asken  
26895 Aliso Creek Rd, B600  
Aliso Viejo, CA 92656

**MORTGAGEE:**

7315 Latrobe Rd.  
Shingle Springs, CA 95682

Mortgagor or Mortgagee may, from time to time, change its notice address by giving written notice to the other party at that party's then current notice address, in accordance with the provisions of this Paragraph.

16. Mortgagee is authorized to do all matters permitted or sanctioned by O.R.C. § 1311.14, as amended from time to time.

17. Subject to the provisions of Paragraph 9, all of the covenants and conditions of this Mortgage shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of Mortgagor and Mortgagee.

18. Any provision of this Mortgage that is prohibited or unenforceable shall be ineffective only to the extent of the prohibition or unenforceability, without invalidating the remaining provisions.

19. Wherever used in this Mortgage, the singular number shall include the plural, and vice versa, and the use of any gender shall be applicable to all genders.

20. Mortgagor authorizes any attorney-at-law to appear in any court of record in Cuyahoga County, Ohio, or in any court of record in the jurisdiction in which Mortgagor may then reside, or in any court of record in the jurisdiction in which the property secured by the Mortgage is located, or in any court of record in any jurisdiction outside of Ohio, after the indebtedness evidenced hereby becomes due, and, on behalf of Mortgagor, to waive the issuing and service of process and confess

judgment against Mortgagor in favor of Mortgagee for the amount then appearing due, for foreclosure of the real estate secured hereby, and for any other relief entitled to Mortgagee under this Mortgage and/or the Note, together with costs of suit and thereupon to release all heirs and waive all rights of appeal and stay of execution. The authority granted by this paragraph may be exercised by an attorney retained by the holder of the Note and/or the Mortgagee, in which case Mortgagor waives any conflict of interest that may arise or appear to arise as a result of the attorney's actions pursuant to this authority, and Mortgagor consents to the payment of legal fees to that attorney by the holder of 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.”**

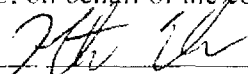
Executed this 23 day of April, 2020

ASKREN INVESTMENTS LLC

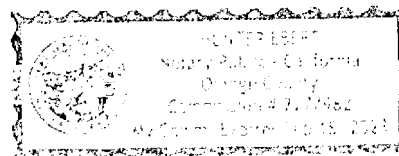
  
BY: BRAD ASKREN, MANAGING MEMBER

STATE OF CA  
COUNTY OF Orange ss:

The foregoing instrument was acknowledged before me this April 23<sup>rd</sup>, 2020, by Brad Askren, Managing Member of Askren Investments LLC, on behalf of the company.

  
NOTARY PUBLIC

This instrument was prepared by:  
Christian Carson, Esq.  
2618 N Moreland Blvd.  
Cleveland, OH 44120  
216-352-4243



## EXHIBIT A

Property Address: 13316 Chapelside Ave., Cleveland, OH 44120

Situated in the City of Cleveland, County of Cuyahoga, and State of Ohio, and known as being Sublot No. 64 in the J.V. Kofron Subdivision of part of Original 100 Acre Lot No. 462 as shown by the recorded Plat in Volume 44 of Maps, Page 27 of Cuyahoga County Records, and being 40 feet front on the Southerly side of Chapelside Avenue, S.E., 106 feet deep on the Easterly line, 106.14 feet deep on the Westerly side and 40 feet in the rear, as appears by said Plat, be the same more or less, but subject to all legal highways.

PPN: 137-24-076

Property Address: 3451 E 117th St., Cleveland, OH 44120

Situated in the City of Cleveland, County of Cuyahoga and State of Ohio: Known as being Sub Lot No. 3 in Union Rice Subdivision of part of Original 100 Acre Lot No. 452 and 444, as shown by the recorded plat in Volume 47 of Maps, Page 24 of Cuyahoga County Records and being 35 feet front on the Easterly side of East 117<sup>th</sup> Street, and extending back 128.61 feet on the Northerly line, 128.58 feet on the Southerly Line, and having a rear line of 35 Feet, as appears by said plat, be the same more or less, but subject to all legal highways.

PPN: 130-20-122

Property Address: 3432 E 69th St., Cleveland, OH 44127

Situated in the City of Cleveland, County of Cuyahoga, and State of Ohio: And known as being Sublot No. 125 in J. Gallup's Allotment of part of Original 100 Acre Lot No. 322, as shown by the Recorded Plat in Volume 6 of Maps, Page 16 of Cuyahoga County Records and being a parcel of land 40 feet front on the Westerly side of East 69<sup>th</sup> Street (formerly Wheatland Avenue) and extending back 217.3 feet on the Northerly line 230 feet on the Southerly line and having a rear line of 41.80 feet, as appears by said plat, be the same more or less, but subject to all legal highways.

PPN: 125-33-091

Property Address: 9422 Orleans Ave., Cleveland, OH 44105

Situated in the City of Cleveland, County of Cuyahoga, and State of Ohio and known as being part of Sublot No. 17 in the Carter Heirs of Allotment of part of original 100 acre Lots Nos. 449 and 450, as shown by the recorded plat in Volume 12 of Maps, Page 38 of Cuyahoga County Records, and bounded and described as follows:

Beginning at a point on the Southerly side of Orleans Street, now known as Orleans Avenue, a distance of 234.69 feet Easterly from the Northwest Corner of said Sublot No. 17 running thence Southerly and at right angles with said Southerly side of Orleans Street 135 feet to the Southerly line of said Sublot No. 17; Thence Easterly along the Southerly line 38 feet; Thence Northerly at right angles to the last line 135 feet to the Southerly side of Orleans Street; Thence Westerly along



said Southerly side of Orleans Street 38 feet to the place of beginning, be the same more or less, but subject to all legal highways.

PPN: 135-04-082

Property Address: 1206 E 85 St., Cleveland, OH 44108

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

And known as being part of the Original One Hundred Acre Lot No. 383, and bounded and described as follows:

Beginning on the line drawn parallel with the Easterly line of said Original One Hundred Acre Lot No. 393, from a point 334.58 feet Westerly from said Easterly line, measured along the Northerly line of said Original Lot No. 383, at a point on said parallel line 240 feet Southerly from the intersection of said parallel line with the Northerly line of said Original Lot No. 383:

Thence Easterly, parallel with the Northerly line of said Original One Hundred Acre Lot No. 383, 63 feet to the Westerly line of East 85<sup>th</sup> Street (formerly Belrose Street);

Thence Southerly, along the Westerly line of said East 85<sup>th</sup> Street, and parallel with the Easterly line of said Original Lot No. 383, 40 feet;

Thence Northerly 40 feet to the place of beginning and being further known as Sublot No. 16 in the Cleveland Land Company's proposed subdivision of a part of Original One Hundred Acre Lot No. 383, be the same more or less, but subject to all legal highways.

PPN: 107-09-021



*First American Title™*

# Preliminary Judicial Report

PLAINTIFF'S  
EXHIBIT

**C**

ISSUED BY

**First American Title Insurance Company**

REPORT NUMBER

**5007339-0047522e**

## Judicial Report

Guaranteed Party Name: Tara Coyle and James Albert Coyle III

File No.: 22083

Guaranteed Party Address:

Effective Date: 9/19/2022

City, State, Zip: ,

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 \$ 288,536.10 that it has examined in 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 instrument recorded in Inst #201910290504 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.

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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.

### **First American Title Insurance Company**

For Reference:

**File #:** 22083

**Loan #:** N/A

**Policy #:** 5007339-0047522e

Issued By:

**Fairmount Title Agency LLC**

2618 N. Moreland Blvd.,

Cleveland, OH 44120

Account No: 12675067

Telephone: (888) 403-1259

Kenneth D. DeGiorgio, President

Greg L. Smith, Secretary

By: Christian Carson  
Authorized Countersignature

This jacket was created electronically and constitutes an original document

**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 by Guaranteed Party**

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 Claimant. 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, 5 First American Way, Santa Ana, California 92707. Phone 888-632-1642 ([claims.nic@firstam.com](mailto:claims.nic@firstam.com))**.

**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.

 <b>First American Title™</b>	<b>Preliminary Judicial Report</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule A</b>	REPORT NUMBER <b>5007339-0047522e</b>

File No.: 22083

**DESCRIPTION OF THE LAND**

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

**Property 1:**

Situated in the City of Cleveland, County of Cuyahoga, and State of Ohio, and known as being Sublot No. 64 in the J.V. Kofron Subdivision of part of Original 100 Acre Lot No. 462 as shown by the recorded Plat in Volume 44 of Maps, Page 27 of Cuyahoga County Records, and being 40 feet front on the Southerly side of Chapelside Avenue, S.E., 106 feet deep on the Easterly line, 106.14 feet deep on the Westerly side and 40 feet in the rear, as appears by said Plat, be the same more or less, but subject to all legal highways.

**Property 2:**

An undivided 1/2 interest in the following described premises:

Situated in the City of Cleveland, County of Cuyahoga and State of Ohio: Known as being Sub Lot No. 3 in Union Rice Subdivision of part of Original 100 Acre Lot No. 452 and 444, as shown by the recorded plat in Volume 47 of Maps, Page 24 of Cuyahoga County Records and being 35 feet front on the Easterly side of East 117th Street, and extending back 128.61 feet on the Northerly line, 128.58 feet on the Southerly Line, and having a rear line of 35 Feet, as appears by said plat, be the same more or less, but subject to all legal highways.

**Property 3:**

Situated in the City of Cleveland, County of Cuyahoga, and State of Ohio and known as being part of Sublot No. 17 in the Carter Heirs of Allotment of part of original 100 acre Lots Nos. 449 and 450, as shown by the recorded plat in Volume 12 of Maps, Page 38 of Cuyahoga County Records, and bounded and described as follows:

Beginning at a point on the Southerly side of Orleans Street, now known as Orleans Avenue, a distance of 234.69 feet Easterly from the Northwest Corner of said Sublot No. 17 running thence Southerly and at right angles with said Southerly side of Orleans Street 135 feet to the Southerly line of said Sublot No. 17; Thence Easterly along the Southerly line 38 feet; Thence Northerly at right angles to the last line 135 feet to the Southerly side of Orleans Street; Thence Westerly along said Southerly side of Orleans Street 38 feet to the place of beginning, be the same more or less, but subject to all legal highways.

**Property 4:**

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

And known as being part of the Original One Hundred Acre Lot No. 383, and bounded and described as follows:

Beginning on the line drawn parallel with the Easterly line of said Original One Hundred Acre Lot No. 393, from a point 334.58 feet Westerly from said Easterly line, measured along the Northerly line of said Original Lot No. 383, at a point on said parallel line 240 feet Southerly from the intersection of said parallel line with the Northerly line of said Original Lot No. 383;

Thence Easterly, parallel with the Northerly line of said Original One Hundred Acre Lot No. 383, 63 feet to the Westerly line of East 85th Street (formerly Belrose Street);


Thence Southerly, along the Westerly line of said East 85th Street, and parallel with the Easterly line of said Original Lot No. 383, 40 feet;

Thence Westerly, parallel with the Northerly line of the said Original One Hundred Acre Lot No. 383, 63 feet;

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Thence Northerly 40 feet to the place of beginning and being further known as Sublot No. 16 in the Cleveland Land Company's proposed subdivision of a part of Original One Hundred Acre Lot No. 383, be the same more or less, but subject to all legal highways.

Property Address: 13316 Chapelside Avenue, Cleveland, OH 44120; 3451 East 117th Street, Cleveland, OH 44120; 9422 Orleans Avenue, Cleveland, OH 44105; and 1206 East 85th Street, Cleveland, OH 44108

 <b>First American Title™</b>	<b>Preliminary Judicial Report</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule B</b>	REPORT NUMBER <b>5007339-0047522e</b>

File No.: 22083

**EXCEPTIONS**

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

1. Affecting all properties:
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title, including discrepancies, conflicts in boundary lines, shortages in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
3. A Mortgage from Askren Investments LLC to Tara Coyle and James Albert Coyle III dated April 23, 2020 in the original principal amount of \$300,000.00 and recorded on May 5, 2020 as Instrument #202005050029 in the official records of the Cuyahoga County Fiscal Officer.
4. Affecting Property 1:
5. Affidavit of Facts Relating to Title declaring the structure(s) to be a public nuisance ("Condemnation Notice") to the Record Owner, recorded as Instrument 201712130135, in the official records of Cuyahoga County Fiscal Officer.

Auditor's most recent General Tax Duplicate for Parcel 137-24-076 states as follows:

Taxes for the year 2021, listed in the name of ASKREN INVESTMENTS, LLC, amounting to \$534.96, are UNPAID.

Taxes for the year 2022 are a lien but not yet due and payable.

NOTE: Delinquent property taxes, sewer bills, water bills, charges for weed cutting, cleaning up trash and other nuisance abatement charges may become a lien on the real estate. No liability is assumed by the Company for ascertaining the status of these charges. The proposed insured is cautioned to obtain the current status of these charges, if any, and instruct the escrow agent as to their payment in writing.

6. Covenants, conditions, restrictions and easements in the Plat recorded at Volume 44 of Maps, Page 27 of Cuyahoga County Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.
7. Affecting Property 2:

Auditor's most recent General Tax Duplicate for Parcel 130-20-122 states as follows:

Taxes for the year 2021, listed in the name of ASKREN INVESTMENTS, LLC & JTC CLEVELAND HOLDINGS LLC, amounting to \$9,778.48, are UNPAID.

Taxes for the year 2022 are a lien but not yet due and payable.

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NOTE: Delinquent property taxes, sewer bills, water bills, charges for weed cutting, cleaning up trash and other nuisance abatement charges may become a lien on the real estate. No liability is assumed by the Company for ascertaining the status of these charges. The proposed insured is cautioned to obtain the current status of these charges, if any, and instruct the escrow agent as to their payment in writing.

8. Covenants, conditions, restrictions and easements in the Plat recorded at Volume 47 of Maps, Page 24 of Cuyahoga County Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.
9. A certificate of judgment in favor of Discover Bank against debtor Randy Grays dated July 28, 2021 in the amount of \$1,702.96 plus interest, recorded at JL-21-047912, Cleveland Municipal Court. (Unable to determine.)

Renews Judgment lien JL-16-788133.

10. Affecting Property 3:

Auditor's most recent General Tax Duplicate for Parcel 135-04-082 states as follows:

Taxes for the year 2021, listed in the name of ASKREN INVESTMENTS LLC, amounting to \$1,429.08, are UNPAID.

Taxes for the year 2022 are a lien but not yet due and payable.

NOTE: Delinquent property taxes, sewer bills, water bills, charges for weed cutting, cleaning up trash and other nuisance abatement charges may become a lien on the real estate. No liability is assumed by the Company for ascertaining the status of these charges. The proposed insured is cautioned to obtain the current status of these charges, if any, and instruct the escrow agent as to their payment in writing.

11. Covenants, conditions, restrictions and easements in the Plat recorded at Volume 12 of Maps, Page 38 of Cuyahoga County Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.
12. A certificate of judgment in favor of State of Ohio Department of Taxation against debtor Freddie L Williams Jr dated July 16, 2007 in the amount of \$80,043.66 plus interest, recorded at JL-07-301525, Cuyahoga County Court of Common Pleas.

A certificate of judgment in favor of State of Ohio Department of Taxation against debtor Linda F Williams dated March 6, 2013 in the amount of \$19,137.04 plus interest, recorded at JL-13-618302, Cuyahoga County Court of Common Pleas. (prior owner)

13. AFFECTING PROPERTY 4:

Auditor's most recent General Tax Duplicate for Parcel 107-09-021 states as follows:

Taxes for the year 2021, listed in the name of ASKREN INVESTMENTS, LLC, amounting to \$10,161.34, are UNPAID.

Taxes for the year 2022 are a lien but not yet due and payable.

NOTE: Delinquent property taxes, sewer bills, water bills, charges for weed cutting, cleaning up trash and other nuisance abatement charges may become a lien on the real estate. No liability is assumed by the Company for ascertaining the status of these charges. The proposed insured is cautioned to obtain the current status of these charges, if any, and instruct the escrow agent as to their payment in writing.

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14. Affidavit of Facts Relating to Title declaring the structure(s) to be a public nuisance ("Condemnation Notice") to the Record Owner, recorded as Instrument 202007230404, in the official records of Cuyahoga County Fiscal Officer.
15. The address(es), acreage, and/or tax parcel number(s) shown herein are provided solely for informational purposes without warranty as to accuracy or completeness.



ENDORSEMENT

Attached to and made a part of Preliminary Judicial Report No. 5007339-0047522e

Issued By

**First American Title Insurance Company**

File No.: 22083

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 term and provisions thereof.

**Fairmount Title Agency LLC**  
2618 North Moreland Boulevard  
Cleveland, OH 44120

Countersigned: Christian Carson  
Authorized Signatory  
Valid Only When Countersigned

2618 North Moreland Blvd.  
Cleveland, Ohio 44120  
Phone: (216) 777-2095



info@fairmounttitle.com  
www.fairmounttitle.com  
Fax: (216) 539-8137

**FAIRMOUNT**  
TITLE AGENCY

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**INVOICE**

**Invoice #:**  
**Invoice Date: September 6, 2022**  
**Loan Number:**  
Underwriter: First American Title Insurance Company

To:

Tara Coyle and James Albert Coyle III

File Number: 22083  
Owner: Askren Investments LLC  
Property: 13316 Chapelside Avenue, Cleveland, OH 44120; 3451 East 117th Street, Cleveland, OH 44120;  
9422 Orleans Avenue, Cleveland, OH 44105; and 1206 East 85th Street, Cleveland, OH 44108

Description	Amount	Qty	Total
Preliminary Judicial Report	\$867.00	1	\$867.00
Title Search	\$1,500	1	\$1,500
Extended Coverage Endorsement	\$144.51	1	\$144.51
		<b>TOTAL</b>	<b>\$2,511.51</b>

*Please Remit To:*  
Fairmount Title Agency LLC  
2618 North Moreland Boulevard  
Cleveland, OH 44120

*Thank you!*