



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
November 9, 2022 10:01

By: NICHOLAS WEISS 0090799

Confirmation Nbr. 2698434

HIRAM VASQUEZ

CV 22 971121

vs.

Judge: RICHARD A. BELL

BA OHIO FLIPS LLC, ET AL

Pages Filed: 22

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

Hiram Vasquez
44482 White Mountain Road
Aguanga, CA 92536

Plaintiff

-vs.-

BA Ohio Flips LLC
c/o Registered Agents Inc as stat agent
6545 Market Ave. North, Ste 100
North Canton, OH 44721

And

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

Defendants.

Case No.

Judge

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

Permanent Parcel No. 108-26-128

COUNT ONE

1. Plaintiff, Hiram Vasquez, is a resident of Aguanga, California.
2. Defendant, BA Ohio Flips LLC, is a resident of the City of Cleveland, County of Cuyahoga, State of Ohio.
3. Defendant, Cuyahoga County Treasurer, is located in the City of Cleveland, County of Cuyahoga, State of Ohio, and has an interest in the subject real property.

4. Plaintiff is the holder of a Note executed on or about July 12, 2022 by Defendant, BA Ohio Flips LLC (“Defendant”) in the sum of Forty-Eight Thousand Six Hundred and Three and 00/100 Dollars (\$48,603.00), plus eight percent (8%) interest thereon as set forth in the Note. A copy of the Note is hereto attached as Exhibit 1.
5. Plaintiff has possession of the promissory note and it has been duly endorsed.
6. The Note is in default, as no payment has been made on the Note.
7. Notice of default was given to Defendant under the terms of the Note, and the Note was properly accelerated.
8. Defendant has defaulted under the terms of the Note and Mortgage securing the same.
9. Plaintiff has declared the debt evidenced by said Note due, that there is currently due and owing to the Plaintiff on the Note, the sum of \$48,603.00 plus interest at the rate of 20%, and court costs.

COUNT TWO

10. Plaintiff incorporates the allegations of Count One and further states that Plaintiff is the holder of a Mortgage given by Defendant, to secure payment of the above described Note, and said Mortgage is a valid first lien upon certain real property located in this County commonly known as 10625 Englewood Avenue, Cleveland, Ohio 44108, PPN108-26-128, which is fully described within the Mortgage attached hereto as Exhibit 2.

11. The Mortgage was recorded on July 18, 2022, in Instrument No. 202207180318, in the records of the Cuyahoga County Fiscal Officer.
12. The conditions of defeasance contained in the Mortgage have been broken; and Plaintiff has complied with all conditions precedent, and Plaintiff is entitled to have said mortgage foreclosed.
13. The Cuyahoga County Treasurer may have an interest in the subject property by virtue of delinquent taxes due and owing.
14. A Preliminary Judicial Report is attached which evidences all liens or parties of interest in the subject property, as of date of this filing. Ex. 3.
15. No other suit, action, or proceeding of any kind has been brought at law or otherwise for the recovery of the indebtedness, or any part of the indebtedness, secured by the above-mentioned note or mortgage held by Plaintiff.
16. Pursuant to the Note and Mortgage, Plaintiff is entitled to the legal fees and court costs incurred in pursuit of this action.

WHEREFORE, Plaintiff requests judgment against all Defendants as named herein as follows:

- (A) Judgment against Defendant, BA Ohio Flips LLC, upon the note in the sum of \$48,603.00 plus interest at the rate of 8% per annum from July 12, 2022 to August 15, 2022, and at 20% per annum from August 15, 2022 to present, for a sum total of 50,557.92 plus attorney's fees

and costs; and for such other relief to which they may be entitled in law or equity.

- (B) Declaration that except for real estate taxes and assessments that may be due and owing, Plaintiff's Mortgage is a valid first lien upon the Real Property; that the equity of redemption of the Defendant and all persons claiming under and through them be foreclosed; and that all other Defendants herein be required to set up their liens or interest in said real property or forever be barred from asserting the same.
- (C) Order subject real property to be sold free and clear of all liens, claims and interest, by the Sheriff of this County; that Plaintiff be paid out of the proceeds of such sale the amounts due and incurred; that all liens be marshaled; and for such other relief as the Court may find in law or equity.

/s/ Nicholas Weiss

Nicholas P. Weiss, Esq. (#0090799)
Bridget M. Sciscento, Esq. (#0101366)

N.P. Weiss Law

3091 Mayfield Road #320

Cleveland Heights, OH 44118

(216) 417-5111

nick@npweisslaw.com

bridget@npweisslaw.com

Attorneys for Plaintiff

OHIO PROMISSORY NOTE (SECURED)



ON THIS 12 DAY OF July, 2022, **BA Ohio Flips, LLC, of 26895 Aliso Creek Road B600, Aliso Viejo, CA 92656**, hereinafter known as the "Borrower" promises to pay to **Hiram Vazquez, of 44482 White Mountain Road Aguanga, CA 92536**, hereinafter known as the "Lender", the principal sum of Forty Eight Thousand Six Hundred and Three Dollars (\$48,603.00), with interest accruing on the unpaid balance at a rate of Eight percent (8%) per annum in accordance with OH ST § 1343.01 (Interest and Usury) of the Ohio Statutes.

- 1. PAYMENTS:** Borrower shall pay the full balance of principal and interest accrued shall be payable on the due date.
- 2. DUE DATE:** The full balance on this Note, including any accrued interest and late fees, is due and payable on the 31st day of July, 2022.
- 3. INTEREST DUE IN THE EVENT OF DEFAULT:** In the event that the Borrower fails to pay the note in full on the due date within 15 days of the due date, unpaid principal shall accrue interest at the rate of Twenty percent (20%) per annum OR the maximum rate allowed by law, whichever is less, until the Borrower is no longer in default.
- 4. ALLOCATION OF PAYMENTS:** Payments shall be first credited any late fees due, then to interest due and any remainder will be credited to principal.
- 5. PREPAYMENT:** Borrower may pre-pay this Note without penalty.
- 6. DUE ON SALE:** This Note is secured by a security instrument described in Section 17 securing repayment of this Note, the property described in such security instrument may not be sold or transferred without the Lender's consent. If Borrower breaches this provision, Lender may declare all sums due under this Note immediately due and payable, unless prohibited by applicable law.
- 7. ACCELERATION:** If the Borrower is in default under this Note or is in default under the security instrument securing repayment of this Note, and such default is not cured within 15 days after written notice of such default, then Lender may, at its option, declare all outstanding sums owed on this Note to be immediately due and payable, in addition to any other rights or remedies that Lender may have under the security instrument or state and federal law.

- 8. ATTORNEYS' FEES AND COSTS:** Borrower shall pay all costs incurred by Lender in collecting sums due under this Note after a default, including reasonable attorneys' fees. If Lender or Borrower sues to enforce this Note or obtain a declaration of its rights hereunder, the prevailing party in any such proceeding shall be entitled to recover its reasonable attorneys' fees and costs incurred in the proceeding (including those incurred in any bankruptcy proceeding or appeal) from the non-prevailing party.
- 9. WAIVER OF PRESENTMENTS:** Borrower waives presentment for payment, notice of dishonor, protest and notice of protest.
- 10. NON-WAIVER:** No failure or delay by Lender in exercising Lender's rights under this Note shall be considered a waiver of such rights.
- 11. SEVERABILITY:** In the event that any provision herein is determined to be void or unenforceable for any reason, such determination shall not affect the validity or enforceability of any other provision, all of which shall remain in full force and effect.
- 12. INTEGRATION:** There are no verbal or other agreements which modify or affect the terms of this Note. This Note may not be modified or amended except by written agreement signed by Borrower and Lender.
- 13. CONFLICTING TERMS:** In the event of any conflict between the terms of this Note and the terms of any security instrument securing payment of this Note, the terms of this Note shall prevail.
- 14. NOTICE:** Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be made to the parties at the addresses listed below.
- 15. EXECUTION:** The Borrower executes this Note as a principal and not as a surety. If there is more than one Borrower, each Borrower shall be jointly and severally liable under this Note.
- 16. GUARANTOR:** The Guarantor(s) of this Note, hereby unconditionally promise to guarantee and agrees to pay to Lender on demand the balance of the Note in the event of a default by Borrower, including all attorney fees and cost in collection of the Note.
- 17. SECURITY: THIS NOTE IS SECURED BY THE FOLLOWING:** The real property located at 10625 Englewood Ave., Cleveland, OH 44108. A Mortgage Deed/Deed of Trust securing this Note shall be executed in conjunction herewith and shall be recorded against the real property securing this Note.

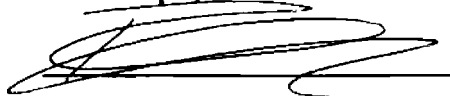
18. JUDGMENT BY CONFESSION NOTICE: Warrant of Attorney. The undersigned and all indorsers authorize any attorney at law, including an attorney engaged by the holder, to appear in any court of record in Cleveland, Ohio, after the indebtedness evidenced hereby, or any part thereof, becomes due and waive the issuance and service of process and confess judgment against any one or more than one of the undersigned and all indorsers in favor of the holder, for the amount then appearing due, together with costs of suit and, thereupon, to release all errors and waive all rights of appeal and stay of execution, but no such judgment or judgments against any one of the undersigned shall be a bar to a subsequent judgment or judgments against any one or more than one of such persons against whom judgment has not been obtained hereon. The foregoing warrant of attorney shall survive any judgment; and if any judgment be vacated for any reason, the holder hereof nevertheless may thereafter use the foregoing warrant of attorney to obtain an additional judgment or judgments against the undersigned and all indorsers or any one or more of them. The undersigned and all indorsers hereby expressly waive any conflict of interest that the holder's attorney may have in confessing such judgment against such parties and expressly consent to the confessing attorney receiving a legal fee from the holder for confessing such judgment against such parties.

19. JURISDICTION: This Note and enforcement thereof shall be enforceable in the State of Ohio should Lender elect to foreclose on said Note and Mortgage Deed/Deed of Trust. Notwithstanding foreclosure, Lender shall have the right to elect to pursue a judgment by way of a lawsuit against the Borrower and/or the Guarantor in the State of California, County of Riverside, at the Lender's election.

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 Day on 12, of July 2022.

Ohio Flips, LLC



Borrower
By: Brad R. Askren, Managing Member

Acknowledge By:

/s/

Lender, Hiram Vazquez

Guarantor



Brad R. Askren, Guarantor

See Attached ³⁵

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 July 12 2022 before me, Seth Richard Just, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Brad R Askren
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 Seth Richard Just
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: _____

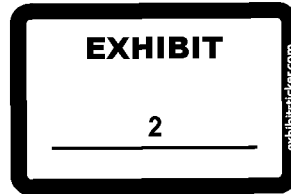
Signer Is Representing: _____

RECORDING REQUESTED BY

Denning & Grabel, APC

AND WHEN RECORDED MAIL TO:

Denning & Grabel, APC
29377 Rancho California Road, Suite 102
Temecula, CA 92591



SPACE ABOVE FOR RECORDER'S USE ONLY

PPN: 105-26-128

MORTGAGE DEED

THIS MORTGAGE DEED ("Security Instrument") is made _____, _____, 2022, between **BA Ohio Flips, LLC, an Ohio Limited Liability Company** (the "Borrower"), whose address is **26895 Aliso Creek Road B600, Aliso Viejo, CA 92656**, and **Hiram Vazquez** (the "Lender"), whose address is **44482 White Mountain Road Aguanga, CA 92536**;

BORROWER HEREBY grants the Lender the security with power of sale upon default by Borrower to secure the indebtedness of **Forty-Eight Thousand Six Hundred and Three Dollars (\$48,603.00)** for the benefit of the Lender, and Borrower does hereby mortgage, grant and convey to Lender all that property in the City of Cleveland, County of Cuyahoga, State of Ohio, described as:

Situated in the City of Cleveland, County of Cuyahoga and State of Ohio: And known as being Sublot No. 158 in Cleveland Realty Company's Subdivision, of part of Original 100 Acre Lot Nos. 362 and 370, as shown by the recorded Plat in Volume 24 of Maps, Page 17 of Cuyahoga County Records, and being 35 feet front on the Northerly side of Englewood A venue, and extending back of equal width 110 feet as appears by said Plat, be the same more or less, but subject to all legal highways

PPN: **108-26-128**

Commonly known as **10625 Englewood Ave., Cleveland, OH 44108**

(the "Property"), together with rents, issues, and profits of the Property, subject, however, to the right, power, and authority given to and conferred on Lender to collect and apply these rents, issues, and profits.

FOR THE PURPOSE OF SECURING:

(1) Payment of the indebtedness evidenced by a Promissory Note executed by Borrower on this date in coordination with this Security Instrument, in the principal sum of **Forty Eight Thousand Six Hundred and Three Dollars (\$48,603.00)**, with interest, and any renewal, extension, or modification of the Promissory Note (the "Note");

(2) Any additional sums and interest that may hereafter be loaned to the then record owner of the Property by Lender, when evidenced by another note or notes reciting that it or they are so secured.

(3) The performance of each agreement contained in this Security Instrument and Promissory Note, which is incorporated fully herein by reference.

(4) The total amount of Note is due on or before July 31, 2022.

A. TO PROTECT THE SECURITY OF THIS SECURITY INSTRUMENT, BORROWER AGREES:

Maintenance and Repair

(1) To keep the Property in good condition and repair; not to remove or demolish any buildings on the Property; to complete or restore promptly and in good and workmanlike manner any building that may be constructed, damaged, or destroyed on the Property; to pay when due all claims for labor performed and materials furnished for the Property; to comply with all laws affecting the Property or requiring any alterations or improvements to be made on the Property; not to commit or permit waste of the Property; not to commit, suffer, or permit any act on the Property in violation of law; and to cultivate, irrigate, fertilize, fumigate, prune, and do all other acts that from the character or use of the Property may be reasonably necessary.

Fire Insurance

(2) To provide, maintain, and deliver to Lender fire insurance satisfactory to and with loss payable to Lender. The amount collected under any fire or other insurance policy may be applied by Lender on any indebtedness secured by this Security Instrument and in any order determined by Lender, or at the option of Lender the entire amount so collected or any part of that amount may be released to Borrower. This application or release shall not cure or waive any default or notice of default under this Security Instrument or invalidate any act done pursuant to such a notice.

Defense of Security

(3) To appear in and defend any action or proceeding purporting to affect the security of this Security Instrument or the rights or powers of Lender; and to pay all costs and expenses, including cost of evidence of title and attorneys' fees in a reasonable sum, in any such action or proceeding in which Lender may appear, and in any suit brought by Lender to foreclose this Security Instrument.

Payment of Liens and Taxes

(4) To pay, at least 10 days before delinquency, all taxes and assessments affecting the Property, including assessments on appurtenant water stock; all encumbrances, charges, and liens, with interest, on the Property or any part of the Property, which appear to be prior or superior to this Security Instrument; and all costs, fees, and expenses of this Security Instrument.

If Borrower fails to make any payment or to do any act as provided in this Security Instrument, then Lender may (but is not obligated to) make the payment or do the act in the required manner and to the extent deemed necessary by Lender to protect the security of this Security Instrument. The performance by Lender of such an act shall not require notice to or demand on Borrower and shall not release Borrower from any obligation under this Security Instrument. Lender shall also have the following related rights and powers: to enter on the Property for the foregoing purposes; to appear in and defend any action or proceeding purporting to affect the security of this Security Instrument or the rights or powers of Lender; to pay, purchase, contest, or compromise any encumbrance, charge, or lien that in the judgment of either appears to be prior or superior to this

Security Instrument; to employ counsel; and to pay necessary expenses and costs, including attorneys' fees.

Reimbursement of Costs

(5) To pay immediately and without demand all sums expended by Lender pursuant to this Security Instrument, with interest from date of expenditure at the amount allowed by law in effect at the date of this Security Instrument, and to pay any amount demanded by Lender (up to the maximum allowed by law at the time of the demand) for any statement regarding the obligation secured by this Security Instrument.

B. THE PARTIES AGREE THAT:

Condemnation Award

(1) Any award of damages in connection with any taking or condemnation, or for injury to the Property by reason of public use, or for damages for private trespass or injury to the Property, is hereby assigned and shall be paid to Lender as further security for all obligations secured by this Security Instrument. On receipt of any such proceeds, Lender may hold the proceeds as further security, or apply or release them in the same manner and with the same effect as provided in this Security Instrument for the disposition of proceeds of fire or other insurance.

Waiver of Late Payments

(2) By accepting payment of any sum secured by this Security Instrument after its due date, Lender does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure to pay any indebtedness secured by this Security Instrument.

Release

(3) Upon payment of all sums secured by this Security Instrument, Lender shall discharge this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

Assignment of Rents

(4) As additional security, Borrower hereby gives to and confers on Lender the right, power, and authority during the continuance of this Security Instrument, to collect the rents, issues, and profits of the Property, but reserves the right, prior to any default by Borrower in payment of any indebtedness secured by this Security Instrument or in the performance of any agreement under this Security Instrument, to collect and retain these rents, issues, and profits as they become due and payable. On any such default, Lender may pursue any of the enforcement mechanisms in accordance with applicable law. The exercise of these enforcement rights by Lender shall not cure or waive any default or notice of default under this Security Instrument or invalidate any act done pursuant to such a notice.

Default in Foreclosure

(5) On default by Borrower in the payment of any indebtedness secured by this Security Instrument or in the performance of any obligation under this Security Instrument, Lender may declare all sums secured by this Security Instrument immediately due and payable by delivering to Borrower a written declaration of default and demand for sale and a written notice of default and failure to cure default within 15 days or as required by applicable law that Lender will proceed with the election to sell the Property in a judicial proceeding, including all that interest accrued following the default as stated in the Note, until the Property is sold.

Judgment by Confession

(6) In the event of default by Borrower, and after notice of default and election to sale by foreclosure, Borrower authorizes any attorney at law, including an attorney engaged by the holder, to appear in any court of record in Cleveland, Ohio, after the indebtedness evidenced hereby, or any part thereof, becomes due and waive the issuance and service of process and confess judgment against any one or more than one of the Borrower and all indorsers in favor of the holder, for the amount then appearing due, together with costs of suit and, thereupon, to release all errors and waive all rights of appeal and stay of execution, but no such judgment or judgments against any one of the undersigned shall be a bar to a subsequent judgment or judgments against any one or more than one of such persons against whom judgment has not been obtained hereon. The foregoing warrant of attorney shall survive any judgment; and if any judgment be vacated for any reason, the holder hereof nevertheless may thereafter use the foregoing warrant of attorney to obtain an additional judgment or judgments against the undersigned and all indorsers or any one or more of them. The Borrower and all indorsers hereby expressly waive any conflict of interest that the holder's attorney may have in confessing such judgment against such parties and expressly consent to the confessing attorney receiving a legal fee from the holder for confessing such judgment against such parties, to the fullest extent of the law, and pursuant to the Note.

General Provisions

(7) This Security Instrument applies to, inures to the benefit of, and binds all parties to this Security Instrument and their heirs, legatees, devisees, administrators, executors, successors, and assigns. The term "Lender" shall mean the holder and owner, including pledgee, of the Note secured by this Security Instrument, whether or not named as a Lender in this Security Instrument, and the heirs, legatees, devisees, administrators, executors, successors, and assigns of any such person. In this Security Instrument, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.


Cumulative Powers and Remedies

(8) The powers and remedies conferred in this Security Instrument are concurrent and cumulative to all other rights and remedies provided in this Security Instrument or given by law. These powers and remedies may be exercised singly, successively, or together, and as often as deemed necessary.

Attorney's Fees

(9) If any action is brought for the foreclosure of this Security Instrument or for the enforcement of any provision of this Security Instrument (whether or not suit is filed), Borrower agrees to pay all costs and expenses of Lender, including reasonable attorney's fees; and these sums shall be secured by this Security Instrument.

Executed this Day on July 1, of _____ 2022.


Borrower: **Ohio Flips, LLC, a Ohio Limited Liability Company**
By: Brad R. Askren, Managing Member of Ohio Flips, LLC

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 July 1 2022 before me, Seth Richard Just, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Brad R. Askeren
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 Seth Just
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: _____

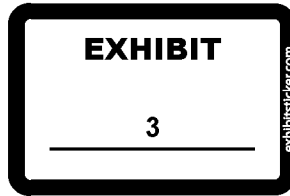
Capacity(ies) Claimed by Signer(s)

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: _____



PRELIMINARY JUDICIAL REPORT



File No.: 2022-191PJR

PJR No.: PJR80794047

Guaranteed Party Name and Address:

To: NP Weiss Law
3091 Mayfield Rd., Suite 320A
Cleveland, OH 44118

Pursuant to your request for a Preliminary Judicial Report (hereinafter "the Report") for use in judicial proceedings, Old Republic National Title Insurance (hereinafter "the Company") hereby guarantees in an amount not to exceed \$20,400.00 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 the name BA Ohio Flips, LLC by deed filed June 29, 2021 and recorded in Instrument No. 202106290375, of the Cuyahoga County, Ohio Records and free from all encumbrances, liens or defects of record, except as shown in Schedule B.

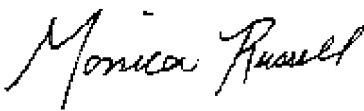
This is a guarantee of the record title only and is made for the use and benefit of the Guaranteed Party and the purchaser at judicial sale thereunder and is subject to the Exclusions from Coverage, the Exceptions contained in Schedule B and the Conditions and Stipulations contained herein.

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.


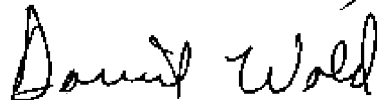
Effective Date: August 25, 2022 at 12:00 AM

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

Issued By:
Erie Title Barristers Group

By: 

Authorized Officer or Agent

By  *President*
Attest  *Secretary*

OLD REPUBLIC NATIONAL TITLE INSURANCE

**PRELIMINARY JUDICIAL REPORT
SCHEDULE A**

Description of Land

See Exhibit A

OLD REPUBLIC NATIONAL TITLE INSURANCE

**PRELIMINARY JUDICIAL REPORT
SCHEDULE B**

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

1. This company has made no examination of the premises described herein for covenants, restrictions, declarations, reservations, limitations, conditions, agreements, easements, rights of way, leases, and oil and gas rights of record, if any.
2. Affidavit of Facts Relating to Title filed by the City of Cleveland, Ohio Department of Building and Housing on January 14, 2022, at Cuyahoga County, Instrument No. 202201140212
3. Mortgage from BA Ohio Flips, LLC to Hiram Vazquez, in the original amount of \$48,603.00, dated July 1, 2022, recorded on July 18, 2022 as Instrument No. 202207180318 in the Cuyahoga County, Ohio Records.
4. The Cuyahoga County general real estate records show that taxes for PPN 108-26-128 for the year 2021 are a lien and are delinquent in the amount of \$629.73. This amount includes interest, penalties, and assessments. Taxes for 2022 and subsequent years are a lien but are not yet due and payable.

OLD REPUBLIC NATIONAL TITLE INSURANCE

CONDITIONS AND STIPULATIONS OF THIS PRELIMINARY JUDICIAL REPORT

1. Definition of Terms

"Guaranteed Party": The party or parties named herein or the purchaser at judicial sale.

"Guaranteed Claimant": Guaranteed Party claiming loss or damage hereunder.

"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.

"Public Records": Those records under state statute and, if a United States District Court resides in the county in which the Land is situated, the records of the clerk of the United States District Court, which impart constructive notice of matters relating to real property to purchasers for value without knowledge and which are required to be maintained in certain public offices in the county in which the land is situated.

2. Determination of Liability

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

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

3. Liability of Company

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

4. Notice of Claim to be given to Guaranteed Claimant

In case knowledge shall come to the Guaranteed Party of any lien, encumbrance, defect, or other claim of title guaranteed against and not excepted in this Report, whether in a legal proceeding or otherwise, the Guaranteed Party shall notify the Company within a reasonable time in writing and secure to the Company the right to oppose such proceeding or claim, or to remove said lien, encumbrance or defect at its own cost. Any action for the payment of any loss under this Report must be commenced within one year after the Guaranteed Party receives actual notice that they may be required to pay money or other compensation for a matter covered by this Report or actual notice someone claims an interest in the Land covered by this Report.

5. Extent of Liability

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

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

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

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

7. Notices

All notices required to be given to the Company shall be given promptly and any statements in writing required to be furnished to the Company shall be addressed to Old Republic National Title Insurance, 400 Second Avenue South, Minneapolis, MN 55401.

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.

OLD REPUBLIC NATIONAL TITLE INSURANCE

PJR Extended Coverage Endorsement

Attached to and made a part of Preliminary Judicial Report No. PJR80794047

Issued By OLD REPUBLIC 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.

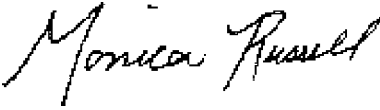
6. Options to Pay or Otherwise Settle Claims; Termination of Liability, subparagraphs (a) and (d) are amended to read as follows:

- 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.

Date: August 25, 2022

Issued By:
Erie Title Barristers Group

By: 

General Counsel

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By  President

Attest  Secretary

EXHIBIT A

PERMANENT PARCEL NO. 108-26-128

Situated in the City of Cleveland, County of Cuyahoga, State of Ohio: And known as being Sublot No. 158 in Cleveland Realty Company's Subdivision, of part of Original 100 Acre Lot Nos. 362 and 370, as shown by the recorded Plat in Volume 24 of Maps, Page 17 of Cuyahoga County Records, and being 35 feet front on the Northerly side of Englewood Avenue, and extending back of equal width 110 feet as appears by said Plat, be the same more or less, but subject to all legal highways.

Property Address: 10625 Englewood Avenue, Cleveland, OH 44108

This Legal Description Complies with
The Cuyahoga Transfer and
Conveyance Standards and is approved
for transfer.

SEP 26 2022



Agent

CUYAHOGA COUNTY FISCAL OFFICER

108-26-128 *Richard Chambers* 6/28/2021 3
G-06292021-7

BA OHIO FLIPS LLC Tax Dist. 3100

Warranty Deed LUC: 5100 EX:

Sale Amt: \$ 11,000.00 LAND: 3,600

Conv. Fee: \$ 44.00 BLDG: 13,100

FIRST MERIDIAN TOTAL: 16,700

CUYAHOGA COUNTY
OFFICE OF FISCAL OFFICERS - 2
DEED 6/29/2021 1:25:42 PM
202106290375



* 1 0 3 3 8 8 4 *

GENERAL WARRANTY DEED

Know all Men by these Presents, That Prince John Wulu, unmarried, for valuable consideration paid, grants, with general warranty covenants to BA Ohio Flips LLC, a Limited Liability Company, whose tax mailing address is 10625 Englewood Avenue, Cleveland, OH 44108, the following REAL PROPERTY:

Situated in the City of Cleveland, County of Cuyahoga and State of Ohio: And known as being Sublot No. 158 in Cleveland Realty Company's Subdivision, of part of Original 100 Acre Lot Nos. 362 and 370, as shown by the recorded Plat in Volume 24 of Maps, Page 17 of Cuyahoga County Records, and being 35 feet front on the Northerly side of Englewood Avenue, and extending back of equal width 110 feet as appears by said Plat, be the same more or less, but subject to all legal highways.

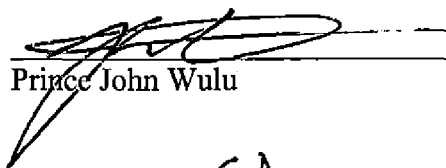
PPN: 108-26-128

Prior Instrument Reference: 201505080569

Property Address: 10625 Englewood Avenue, Cleveland, OH 44108

Exceptions to the general warranty covenants: (a) such encroachments and recorded restrictions, easements and conditions, including without limitations subsurface rights, which do not materially adversely affect the Property's user or value; (b) zoning ordinances, if any; (c) taxes and assessments, whether general or special, which are a lien on the Property but are not yet payable.

Executed this 10 day of June, 2021.



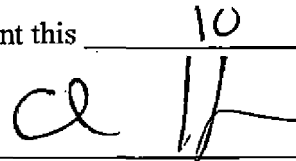
Prince John Wulu

STATE OF CA)
COUNTY OF San Francisco)ss:

This is an acknowledgment clause. No oath or affirmation was administered to the signer.

I hereby certify that Prince John Wulu, unmarried, did this day appear before me and acknowledge that they did sign the foregoing instrument on their own free will and accord, for the purposes named and expressed in this instrument.

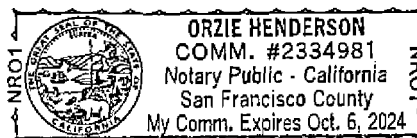
I have set my hand and official seal unto this instrument this 10 day of June, 2021.



Notary Public

My Commission Expires: 10-6-24

This instrument prepared by:
Pearl Law Offices, LLC
Attorney: James R. Pearl, Jr.
9391 Olde Eight Rd.
Northfield, Ohio 44067
(330) 467-5002



Primary Owner BA OHIO FLIPS LLC
Property Address 10625 Englewood AVE Cleveland, OH 44108
Tax Mailing Address BA OHIO FLIPS LLC 10625 ENGLEWOOD AVE CLEVELAND, OH 44108
Legal Description 370 CR CO 0158 ALL
Property Class SINGLE FAMILY DWELLING
Parcel Number 108-26-128
Taxset Cleveland
Tax Year 2021

Assessed Values	
Land Value	\$1,540
Building Value	\$5,600
Total Value	\$7,140
Homestead Value	\$

Market Values	
Land Value	\$4,400
Building Value	\$16,000
Total Value	\$20,400

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	\$457.78
Less 920 Reduction	\$160.80
Sub Total	\$296.98
10% Reduction Amount	\$24.37
Owner Occupancy Credit	\$.00
Homestead Reduction Amount	\$.00
Total Assessments	\$.00
Half Year Net Taxes	\$272.61

Rates	
Full Rate	128.23
920 Reduction Rate	.351253
Effective Rate	83.188885

Escrow	
Escrow	N
Payment Amount	\$.00

Tax Balance Summary	Charges	Payments	Balance Due
	\$629.73	\$.00	\$629.73

2021 (pay in 2022) Charge and Payment Detail

Taxset	Charge Type	Charges	Payments	Balance Due
Cleveland				
	1st half penalty	\$27.26	\$.00	\$27.26
	1st half tax	\$272.61	\$.00	\$272.61
	1ST HALF BALANCE	\$299.87	\$.00	\$299.87
	2nd half penalty	\$57.25	\$.00	\$57.25
	2nd half tax	\$272.61	\$.00	\$272.61
	2ND HALF BALANCE	\$329.86	\$.00	\$329.86
		Charges	Payments	Balance Due
	Total Balance	\$629.73	\$.00	\$629.73

* Taxes are updated within the hour