



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

Court of Common Pleas

New Case Electronically Filed: COMPLAINT
November 5, 2021 13:09

By: BRIAN L. BLY 0083199

Confirmation Nbr. 2396271

JUSTIN KONIKOW

CV 21 955417

vs.

ASKREN INVESTMENTS, LLC

Judge: KELLY ANN GALLAGHER

Pages Filed: 5

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401 SOUTH STREET, CHARDON, OHIO 44024
(440) 285-3511

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

Justin Konikow)	Case No.
3931 Oakville Avenue)	
Ontario, California 91761)	Judge
)	
Plaintiff,)	
)	
vs.)	COMPLAINT FOR
)	MONEY JUDGMENT
)	ON A PROMISSORY NOTE
Askren Investments, LLC)	
c/o Registered Agents Inc.)	
6545 Market Avenue North, Suite #100)	
North Canton, Ohio 44721)	
)	
Defendant)	

Plaintiff, Justin Konikow, for his Complaint, states:

FIRST COUNT

1. Plaintiff is the owner and holder of a promissory note (the "Note"), a copy of which is attached hereto, marked Exhibit "1".
2. The Note was executed by Defendant, Askren Investments, LLC on December 30, 2020, and evidences a loan in the original principal amount of \$50,000.00, and interest.
3. The full principal amount on the Note is now due and payable; and, as of November 1, 2021 there is due and owing thereon, the principal sum of Fifty Thousand and 00/100 Dollars (\$50,000.00) plus Ten Thousand and 00/100 Dollars (\$10,000.00) in interest as of April 30, 2021, and

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late charges of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) per month beginning May 5, 2021 until paid on any remaining balance not paid prior to that date.

WHEREFORE, Plaintiff demands judgment against the Defendant, in the principal sum of Fifty Thousand and 00/100 Dollars (\$50,000.00) plus Ten Thousand and 00/100 Dollars (\$10,000.00) in interest as of April 30, 2021, and late charges of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) per month beginning May 5, 2021 until paid on any remaining balance not paid prior to that date, and costs.



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MORTGAGE NOTE

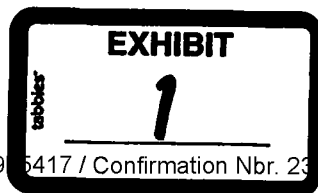
\$50,000

Orange County, California

Date: 12/30/20

FOR VALUE RECEIVED, the undersigned, **Askren Investments, LLC** ("Maker"), an _____ Limited Liability Company, whose address is 26895 Aliso Creek Rd, B600 Aliso Viejo, CA 92656, promises to pay to the order of **Name**, Justin Konikow (the "Payee") whose address is 3931 Oakville Ave Ontario Ca., the sum of **fifty thousand and no/100 (\$50,000)** Dollars, in accordance with the terms hereinafter set forth.

1. This Note is secured by a Mortgage on certain real property located at **Property Address_3431 E 117th St, Cleveland, OH 44120 and 3248 E 139th street, Cleveland OH 44120.**
2. The maturity date of this Note is **4/30/2021** on which date the principal balance shall be paid in full.
3. The Loan Amount of **\$50,000** shall be **paid interest in lump sum of 20% (\$10,000)** with unpaid principal of **\$50,000** shall become due and payable on/before **4/30/2021 in total amount of \$60,000.** Any payment received after the fifth day of the month shall bear a late charge of (5%) percent or **\$2,500** per month of initial principal amount of **\$50,000.** There shall be no prepayment penalty to Maker if he shall pay off this obligation earlier than the maturity date.
4. The following shall constitute Events of Default hereunder, upon the happening of any one or more of which the holder hereof may, upon thirty (30) days written notice to Maker, Payee or holder may, immediately and without further notice accelerate and declare all payments required of this Note to be immediately due and payable in full and to exercise all rights granted in Mortgage:
 - a. The failure of the Maker to pay the principal when the same is payable.
 - b. The occurrence of any default or failure of any conditions as defined or set forth in the Mortgage.
 - c. The transfer or sale of all or any part of the Property or any Interest in the Property without Payee's prior written consent. As used in this Section, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Makers at a future date to a purchaser.



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

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

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

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

Askren Investments, LLC By: _____, Member	DocuSigned by: <i>brad askren</i> 12/30/2020 92EAF7B7EF2B4EB...
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Lender
DocuSigned by:
Justin Konikow 12/30/2020
D428A45132274B7
Justin Konikow