

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
March 15, 2023 10:35**

By: HANNAH F.G. SINGERMAN 0083106

Confirmation Nbr. 2801838

TREASURER OF CUYAHOGA COUNTY, OHIO

CV 23 976569

vs.

BRAD ASKREN, ET AL

Judge: JENNIFER O'DONNELL

Pages Filed: 1

IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO

TREASURER OF
CUYAHOGA COUNTY, OHIO
c/o Courthouse Square
310 W. Lakeside Ave., Ste. 300
Cleveland, Ohio 44113

CASE NO. CV

Permanent Parcel No. 129-23-123

Year Certified: 2018

Plaintiff

-vs-

COMPLAINT FOR COLLECTION OF
DELINQUENT TAXES, ASSESSMENTS
PENALTIES AND INTEREST,
FORECLOSURE AND EQUITABLE
RELIEF

Brad Askren
26895 Aliso Creek Rd, Suite B-600
Aliso Viejo, CA 92656

Pine Creek Ventures, LLC
c/o Thomas Novack, Statutory Agent
5013 Pine Creek Drive
Westerville, OH 43081

City of Cleveland Department
of Building and Housing
601 Lakeside Avenue E. #505
Cleveland, OH 44113

Defendant(s).

1. Now comes the Plaintiff, County Treasurer of Cuyahoga County, Ohio, and for his cause of action against the defendant(s), states accordingly:

- A. That a Delinquent Land Certificate (Exhibit "A"), was created and signed by the Office of the Fiscal Officer and delivered to the Prosecuting Attorney of Cuyahoga County, Ohio;
- B. That the amount of money, Six Hundred Forty-Seven and 31/100 Dollars, (\$647.31), a charge on the Cuyahoga County Tax Duplicate for taxes, assessments, penalties

and interest, originating from said Delinquent Land Certificate appearing to be due and unpaid, is due and unpaid, and is a good and valid first lien against the property described in the Preliminary Judicial Report (Exhibit "B"), which, together with the Delinquent Land Certificate are hereby incorporated and made a part of this Complaint; Plaintiff further states that there is and will also be due and payable and thereby a good and valid first lien, all taxes, assessments, penalties and interest accruing subsequent to the Date Certified, as it appears on the Delinquent Land Certificate, and prior to the date of the entry of Confirmation of Sale; that there is also due the sum of Four Hundred Twenty-Five and 00/100 Dollars (\$425.00), to be taxed as costs for a Preliminary Judicial Report, and that there is and will also be due the costs incurred in this proceeding, and that FULL PAYMENT OF ALL AMOUNTS DUE as described in this paragraph is necessary to redeem this parcel and remove it from further foreclosure proceedings.

- C. That said taxes, assessments, penalties and interest originating from said Delinquent Land Certificate as certified by the Office of the Fiscal Officer have not been paid for at least one year after certification as delinquent, that all statutory conditions precedent to the institution of this proceeding have been met, and that, if the matter proceeds to final hearing and/or trial, and that the Delinquent Land Certificate shall be prima facie evidence of the amount and validity of the taxes, assessments, charges, penalties and interest certified as delinquent.
- D. That this action in foreclosure proceedings is commenced under provisions of Section 323.25 and/or Section 5721.18(A) of the Ohio Revised Code for the reason that the provisions for notice under Section 5721.18(B) do not provide adequate notice as to

all who may be parties of record in the county where the land is located, and who may have a right, title, or interest in or lien upon such property, the location of which parties may be reasonably ascertainable.

2. Plaintiff further says that the following named defendants to wit:

Brad Askren

Pine Creek Ventures, LLC

City of Cleveland Department of Building and Housing

have or claim to have some interest in or lien upon said premises, but Plaintiff not being fully advised as to the extent, if any, of such liens or claims, states that the same, if any, are inferior and subsequent to the lien of the Plaintiff and prays that said defendants be required to set up their liens or claims or be forever barred from asserting same against the within described premises.

WHEREFORE, Plaintiff demands that the amount of money appearing to be due and unpaid for taxes, assessments, penalties and interest, as appears on the Delinquent Land Certificate and, that the amount of money payable for taxes, assessments, penalties and interest, subsequent to the Date Certified, as it appears on the Delinquent Land Certificate, and prior to the date of the entry of Confirmation of Sale, be found to be due, unpaid and payable, and a good and valid first lien against the herein described property; that such lien against said property be foreclosed; that the Court make such order for the payment of costs incurred in this proceeding as is deemed proper, together with Four Hundred Twenty-Five and 00/100 Dollars (\$425.00) for the Preliminary Judicial Report; that unless the amount found due the Plaintiff together with costs of this proceeding be tendered to the County Treasurer prior to the filing of an entry of Confirmation of Sale pursuant to such proceeding; the equity of redemption of said parties shall be foreclosed; that any person owning or claiming any right, title or interest in or lien upon any parcel set forth in this

complaint be required to answer, setting up their interest, if any, on said property or be forever barred from asserting same; that the Court order said property to be sold according to law; that an Order of Sale be issued to the Sheriff directing him to advertise and sell said property at public sale in the manner provided by law; that thereafter a report of such sale be made by the Sheriff to the Court for further proceedings under law; and for such other and further relief, as in law or equity, that this Plaintiff may be entitled.

Respectfully submitted,
MICHAEL C. O'MALLEY (0059592)
Prosecuting Attorney of Cuyahoga County, Ohio



BY: Hannah Singerman (0083106)
Assistant Prosecuting Attorney – Tax Foreclosure
Courthouse Square
310 W. Lakeside Ave., Ste. 300
Cleveland, Ohio 44113
(216) 443-7797
hsingerman@prosecutor.cuyahogacounty.us

3/2/2021
YEAR 2021

DELINQUENT LAND CERTIFICATE
Cuyahoga COUNTY, OHIO

CERT NO. 3989
PARCEL NO. 129-23-123

0740CLEVELAND, OHIO

TO THE COUNTY PROSECUTOR,

I HEREBY CERTIFY THAT THE TAXES, ASSESSMENTS, AND PENALTIES UPON THE TRACT OF LAND, CITY OR TOWN LOT CERTIFIED DELINQUENT FOR THE NON-PAYMENT OF TAXES, SITUATED IN THE TAXING DISTRICT OF 0740CLEVELAND, ENTERED ON THE CURRENT TAX LIST IN THE NAME OF ASKREN, BRAD WHOSE TAX MAILING NAME/ADDRESS IS:

ASKREN, BRAD 12021 CONTINENTAL AVE CLEVELAND, OH 44120

AND SAID REAL PROPERTY IS DESCRIBED AS FOLLOWS, TO WIT:

DESCRIPTION 436 P&K 0032 ALL
FRONT FT: 35.00 STREET: 12021 CONTINENTAL AVE FEET DEEP: 145.00 ACRES: 0.12

HAVE NOT BEEN PAID FOR A PERIOD OF ONE YEAR AND SAID TRACT OF LAND, CITY OR TOWN LOT IS NOW CERTIFIED DELINQUENT AND PLACED ON THE LIST OF DELINQUENT LANDS, AND THAT TAXES, ASSESSMENTS, AND PENALTIES AMOUNT TO \$647.31.

Philip Tomko
Fiscal Officer

BY 

DEPUTY

5,700 LAND VALUE
3,600 BUILDING VALUE
9,300 TOTAL VALUE

266.70 CURRENT YEAR DELQ TAX
13.34 FIRST HALF PENALTY
28.01 SECOND HALF PENALTY
12.18 INTEREST
304.62 PRIOR YEAR DELQ TAX
330.51 PRIOR YEAR DELQ SPECIAL ASSESSMENTS

DATE CERTIFIED: 2018
DATE ADVERTISE D: 2019

PROSECUTOR:
REV. CODE SEC. 5721.13

Exhibit "A"

doma

DOMA TITLE INSURANCE, INC.

760 N.W. 107 Avenue, Suite 401, Miami, FL 33172
(800) 869-3434 OR (800) 374-8475

Guarantee No.
OH335-23-27181-01

Agent's File No.
2023125

PRELIMINARY JUDICIAL REPORT

CONDITIONS AND STIPULATIONS OF THE 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 by law 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 thereto, 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 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 the Report, whether in a legal proceeding or otherwise, the Guaranteed Party shall notify 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.

DOMA TITLE INSURANCE, INC.

BY


Emilio Fernandez, PRESIDENT

ATTEST

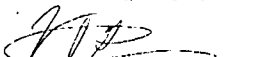

Valerie Jahn-Grandin, SECRETARY



Exhibit "B"

3/1/2023 1:35:27 PM

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 attorney's 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 attorney's 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 the Company at 760 N.W. 107 Avenue, Suite 401, Miami, FL 33172, Attn: Claims Department.

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 this Report for matters affecting title subsequent to the date of the 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 pleading 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.

Issued by:

doma

DOMA TITLE INSURANCE, INC.

760 N.W. 107 Avenue, Suite 401, Miami, FL 33172

Or call us at:

General Inquiries: 800-374-8475 Claims: 800-869-3434

www.doma.com

PRELIMINARY JUDICIAL REPORT

Issued by Doma Title Insurance, Inc.

Order No.: 2023125

PJR No.: OH335-23-27181-01

Parcel No.: 129-23-123

Owner: Brad Askren

Tax Mailing Address: 26895 Aliso Creek Road B-600, Aliso Viejo, CA 92656

Property Address: 12021 Continental Avenue, Cleveland, OH 44120

To: **Bonnie Sara, Department Head**
Office of the Prosecuting Attorney
Civil Division – Tax Foreclosure Section
Court House Square
310 West Lakeside Avenue - Suite 300
Cleveland, OH 44113

Pursuant to your request for a Preliminary Judicial Report (hereinafter “the Report”) for use in judicial proceedings, Doma Title Insurance, Inc. (hereinafter “the Company”) hereby guarantees in an amount not to exceed \$14,813.69 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 **Brad Askren** by instrument filed for record November 02, 2018 and recorded as Instrument No. 201811020764 of Cuyahoga County 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.

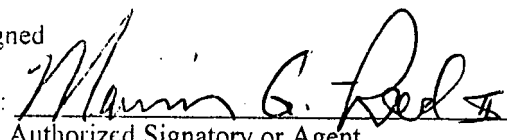
This Report shall not be valid or binding until it has been signed by either an authorized agent or representative of the Company and Schedules A and B have been attached hereto.

Effective Date: February 24, 2023 at 6:59 A.M.

Issued by: Titanium Title Agency, LLC

Signed

By:



Authorized Signatory or Agent

Marvin G. Reed II

PJR (4/15/2010)

DOMA TITLE INSURANCE, INC.

Order No.: 2023125

PJR No.: OH335-23-27181-01

**PRELIMINARY JUDICIAL REPORT
SCHEDULE A**

DESCRIPTION OF LAND

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

And known as being Sublot No. 32 in The Henry Prochaska and Frank Kysela Rice Avenue Allotment of part of Original One Hundred Acre Lot No. 436, as shown by the recorded plat in Volume 39 of Maps, Page 16 of Cuyahoga County Records and being 35 feet front on the Northerly side of Continental Avenue, S.E. (formerly Rosedale Avenue, S.E.), and extending back of equal width 145 feet, as appears by said plat, be the same more or less, but subject to all legal highways.

Parcel No. 129-23-123

Also known as 12021 Continental Avenue, Cleveland, OH 44120



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

APPROVED

By Jean Robertson at 3:52 pm, Feb 27, 2023

**PRELIMINARY JUDICIAL REPORT
SCHEDULE B**

Order No.: 2023125

PJR No.: OH335-23-27181-01

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

1. No examination has been made for covenants, conditions, restrictions, reservations, easements, rights of way, mineral leases or oil and gas leases, if any, affecting the premises described herein, and no coverage for said matters is provided for herein.
2. Mortgage Deed from Askren Investments, LLC (prior owner) to Pine Creek Ventures, LLC, whose address is not given, dated October 25, 2018, filed for record November 08, 2018 and recorded as Instrument No. 201811080442 of Cuyahoga County Records in the original principal amount of \$25,000.00.
3. Affidavit of Facts Relating to Title from City of Cleveland Department of Building and Housing, whose address is 601 Lakeside Avenue, Room 517, Cleveland, OH 44114, filed for record September 10, 2020 and recorded as Instrument No. 202009100177 of Cuyahoga County Records.
4. The Cuyahoga County Treasurer's Tax Duplicate shows:

Taxes for the First Half of 2022, listed in the name of Brad Askren, Permanent Parcel No. 129-23-123, on caption, in the amount of \$90.57 are not paid. Taxes for the Second Half of 2022 in the amount of \$90.57 are a lien not yet due and payable. Delinquent taxes in the amount of \$14,723.12 are not paid.

Market Value:

Land: \$6,700.00

Building: \$0.00

Total: \$6,700.00

Taxes for the First Half of 2023 and thereafter, in undetermined amounts, are a lien not yet due and payable.

Additions or abatements which may hereafter be made by legally constituted authorities on account of errors, omissions or changes in valuation.

Said premises are subject to special assessments, if any, taxes or assessments approved, levied or enacted by the State, County, Municipality, Township, or similar taxing authority, but not yet certified to the tax duplicate of the County in which the land is situated, including any retroactive increases in taxes or assessments resulting from any retroactive increase in the valuation of the land by the State, County, Municipality, Township or other taxing authority.

PJR (04/15/2010)

PJR EXTENDED COVERAGE ENDORSEMENT

Attached to and made a part of Preliminary Judicial Report No. OH335-23-27181-01

Issued by
Doma Title Insurance, Inc.

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:

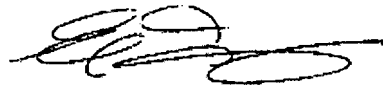
- a. To pay or tender to the Guaranteed Claimant the amount guaranteed under the Report or the balance remaining thereof. If this option is exercised, all liability of the Company under this Report terminates.
- d. To pay or tender to the Guaranteed Claimant the difference between the value of the estate 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: February 24, 2023

Doma Title Insurance, Inc.

By:



Emilio Fernandez, President

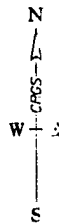
PROCHASKA & KYSELA "RICE AVE." ALLOT. V.39 P.16
 SOJKA'S "PARK VIEW" SUBD. V.39 P.19
 RICE HEIGH'S ALLOT. V.45 P.8
 PARK HILL SUBD. V.53 P.31
 CONSOLIDATION PLAT V. 316 P. 43 02-06-02

23

DRAWN: MARCH 1991 REVISED: 02-07-02 mt

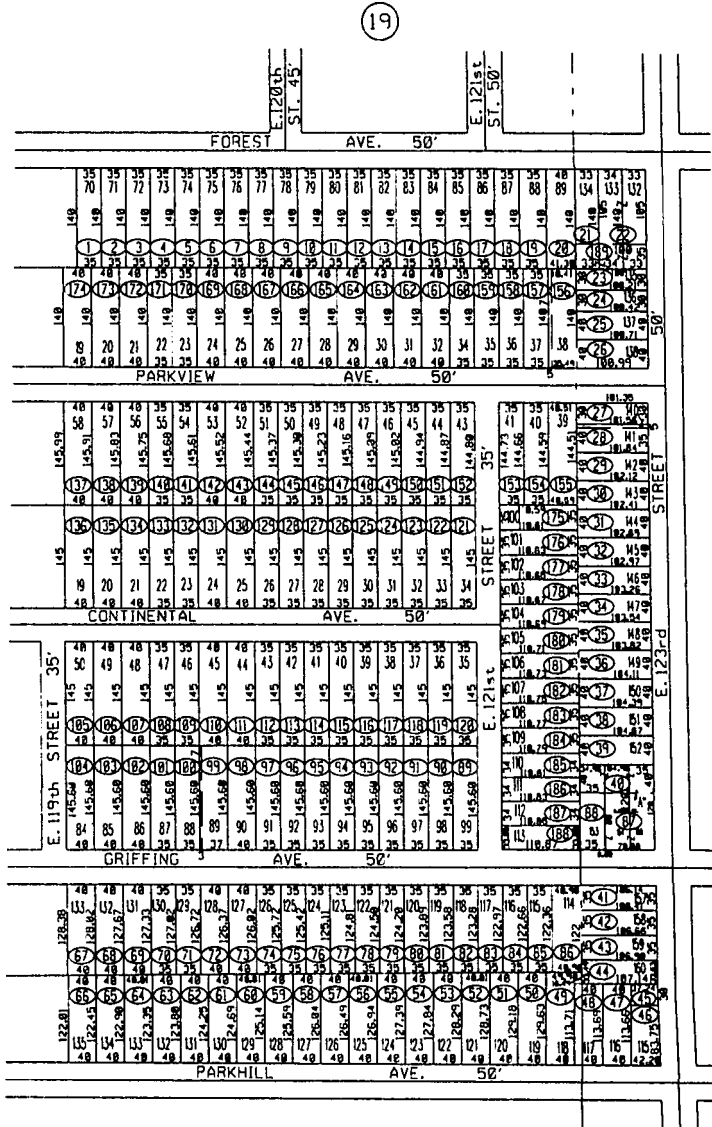
C.L. 436

O.L. 437



SCALE: 1" = 100'
 50 0 100 200

CLEVELAND MAP 129



CUYAHOGA COUNTY FISCAL OFFICER

129-23-123 *D. Kelly* 11/2/2018 4:09:00 PM
B-11022018-23

ASKREN, BRAD
Quit Claim Deed E
Sale Amt: \$ 0.00
Conv. Fee: \$ 0.00
PUBLIC

Tax Dist. 3100
LUC: 5200 EX: M
LAND: 7,000
BLDG: 900
TOTAL: 7,900

CUYAHOGA COUNTY
OFFICE OF FISCAL OFFICER - 2
DEQC 11/2/2018 4:11:44 PM
201811020764



QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, in the amount of TEN AND NO/100 DOLLARS (\$10.00) in hand and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, ASKREN INVESTMENTS LLC ("Grantor"), unmarried of 26895 ALISO CREEK ROAD #B-600 (address) ALISO VIEJO, CALIFORNIA: 92656 hereby REMISES, RELEASES,

AND FOREVER QUITCLAIMS to:

BRAD ASKREN ("Grantee"), whose tax-mailing address is 25895 ALISO CREEK ROAD #B-600; ALISO VIEJO, CALIFORNIA: 92656 all rights, title, interest and claim to the following real property in the City of CLEVELAND, County of CUYAHOGA, State of Ohio with the following legal description:

Situated in the City of Cleveland, County of Cuyahoga, and State of Ohio, and known as being Sublot No. 32 in The Henry Prochaska and Frank Kysela Rice Avenue Allotment, of part of Original One Hundred Acre Lot No. 436, as shown by the recorded Plat in Volume 39 of Maps, Page 16, of Cuyahoga County Records, and being 35 feet front on the Northerly side of Continental Avenue, S.E., (formerly Rosedale Avenue, S.E.), and extending back of equal width 145 feet, as appears by said Plat, be the same more or less, but subject to all legal highways.

Parcel No.: 129-23-123

Known as: 12025 Continental Avenue, Cleveland, Ohio 44120

Prior Instrument Reference: 201810100305

TO HAVE AND TO HOLD all of Grantor's right, title and interest in and to the above described property unto the said Grantee, Grantee's heirs, administrators, executors, successors and/or assigns forever; so that neither Grantor nor Grantor's heirs, administrators, executors, successors and/or assigns shall have, claim or demand any right or title to the aforesaid property, premises or appurtenances or any part thereof.

N/A (Name of spouse of Grantor) D wife D husband of the Grantor, releases all rights of dower therein (mark if applicable).

EXECUTED this 31st day of October, 2018.

Brad Askren / Askren Investments LLC (Grantor' Signature)

N/A (Grantor's Spouse's Signature – if applicable)

Grantee's Address:

26895 ALISO CREEK ROAD # B-600

ALISO VIEJO, CALIFORNIA; 92656

Grantors Address:

26895 ALISO CREEK ROAD #B-600

ALISO VIEJO, CALIFORNIA; 92656

State of OHIO)
)
County of CUYAHOGA) ss

The foregoing instrument was acknowledged before me on October 31, 2018, by

Brad Askren Brad Askren

Ciani S. Abbott
Signature of Notary Public

Ciani S. Abbott
Printed Name of Notary

My commission expires:

NOVEMBER 30TH, 2020
Prepared by Ada Martin
Ada Martin

Titanium Title Agency, LLC
3618 W. Market Street, Suite 100 – Unit 13
Fairlawn, OH 44333

INVOICE

March 01, 2023

To: Office of the Prosecuting Attorney
Civil Division – Tax Foreclosure Section
Court House Square
310 West Lakeside Avenue - Suite 300
Cleveland, OH 44113

Our Order No.: 2023125
Permanent Parcel No.: 129-23-123
Property Address: 12021 Continental Avenue, Cleveland, OH 44120

EXAM:	\$300.00
PJR PREMIUM:	\$75.00
EXTENDED COVERAGE ENDORSEMENT:	<u>\$50.00</u>
TOTAL:	\$425.00