

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

THE BANK	:	CASE NO.
	:	
Plaintiff	:	JUDGE
	:	
vs.	:	MAGISTRATE
	:	
PROPERTY OWNER, et al	:	<u>MAGISTRATE'S DECISION</u>
	:	
Defendants	:	

This cause was submitted to the Magistrate and heard upon the Complaint, the Motion for Default Judgment of the Plaintiff, the Motion for Summary Judgment of the Plaintiff and the Affidavit and Exhibits in support thereof, the Answer of Defendant, Property Owner, the Answer of the State of Ohio, Department of Taxation, and the evidence.

The Magistrate finds that all necessary parties have been served with summons according to law and are properly before the Court; that the Defendants, Other Creditor, and Jane Doe, Unknown Spouse, if any, of Property Owner, are in default of Answer or other response to the Complaint and have thereby confessed the allegations of the Complaint to be true, and said Defendants are forever barred from asserting any right, title or interest in and to the hereinafter described premises.

The Magistrate finds that reasonable minds can come to but one conclusion, which is adverse to the Defendant, Property Owner, that there exists no genuine issue of material fact and that the Plaintiff is entitled to judgment in its favor as a matter of law.

The Magistrate finds that there is due the Treasurer of Lorain County, Ohio, taxes, accrued taxes, assessments and penalties on the premises hereinafter described, as shown on the County Treasurer's tax duplicate, the exact amount being unascertainable at the present time, but which amount will be ascertained at the time of sale, which are a valid and subsisting lien thereon for that amount so owing.

The Magistrate finds on evidence adduced that there is due the Plaintiff on the promissory note set forth in the Complaint, the sum of \$_____, plus interest thereon at the rate of _____% per annum from _____, for which sum judgment is hereby rendered in favor of the Plaintiff against the Defendant, Property Owner.

The Magistrate further finds that in order to secure the payment of the promissory note aforesaid, Property Owner, unmarried, executed and delivered to Original Mortgagee, Inc., a certain mortgage deed as in the said Complaint described, thereby conveying the following described premises:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS

EXHIBIT 'A' AND INCORPORATED HEREIN

Said premises are commonly known as _____, _____, Ohio

Permanent Parcel No. _____

The Magistrate finds that said mortgage was duly filed with the Recorder of Lorain County, Ohio, on _____, at _____ p.m./a.m. and was by him thereafter recorded as Instrument No. _____ in the Mortgage Records of said County, and thereafter

became and is a valid first mortgage lien upon said premises, subject only to the lien of the Treasurer for taxes; that said mortgage deed was assigned to the Plaintiff; that said conditions in the mortgage deed have been broken by reason of non-payment and the same has become absolute and that the Plaintiff is entitled to have the equity of redemption and dower of all the Defendants in and to said premises foreclosed.

The Magistrate further finds that Plaintiff may have advanced during the pendency of this action sums for the payment of taxes, hazard insurance premiums and protection of the property described herein, the total amount of which is undetermined at the present time, but which amount will be ascertained at the time of Sheriff's Sale, which amount may be added to the first mortgage lien of the Plaintiff. The Magistrate reserves for further order a determination of the exact, if any, amount due Plaintiff for said advances.

The Magistrate finds that the Defendant State of Ohio Department of Taxation claims some right, title, interest or lien upon the premises described, as set forth in its answer herein, but that any right, title, interest, claim or lien said Defendant may have is inferior and subsequent to the lien of the Plaintiff.

The Magistrate makes no find at this time as to the right, title, interest or lien of said Defendant as set forth in its pleadings, except to note that such claim, right, title, interest or lien of said defendant is hereby ordered transferred to the proceeds derived from the sale of said premises, after the payment of the costs of the within action, taxes due and payable, and the amount found due the Plaintiff, and the same is hereby ordered continued until further order.

The Magistrate further finds that there is no just reason for delay in entering judgment for the Plaintiff.

And, coming now to distribute the proceeds of said sale, it is ordered that the Sheriff out of the funds in his hands pay:

FIRST: To the Clerk of Courts the costs of this action.

SECOND: To the Treasurer of Lorain County, the unpaid taxes, assessments, interest and penalties due and payable on said premises.

THIRD: To the Plaintiff, the sum of _____, plus interest thereon at the rate of ___% per annum from _____.

FOURTH: The balance, if any, to be held by the Sheriff, pending further order.

It is therefore ORDERED, ADJUDGED AND DECREED that, unless the sums hereinabove found due, together with the costs of this action, be fully paid within three (3) days from the date of the Court's adoption of the Magistrate's Decision, the equity of redemption and dower of all the Defendants in and to said premises shall be foreclosed, and said premises sold; and that an order of sale issue to the Sheriff of Lorain County, directing him to appraise, advertise in a paper of general circulation within the County, and sell said premises as upon execution and according to law, free and clear of the interest of all parties to the action.

RECORD IS HEREBY ORDERED.

M A G I S T R A T E

NOTICE

A party shall not assign as error on appeal the Court's adoption of any finding of fact or conclusion of law unless the party timely and specifically objects to that finding or conclusion as required by Civil Rule 53(D)(3).