

GENERAL BACKGROUND INFORMATION

*(As available on (2/22/2008)
(Updated 3/17/2008 with Final Judicial)*

Peppertree Apartments 30 Apartment Units

Real Property Located in Painesville Township, Ohio
Lake County



Materials Presented by:

Ag Real Estate Group, Inc.

Receiver for:

Cherry Farms LTD and Peppertree LTD
Court of Common Pleas - Lake County, Ohio
Cases:

07CV0022667 FIRSTMERIT BANK, NA vs. PEPPERTREE, LTD., et al
07CF002858 FIRSTMERIT BANK, NA vs. PEPPERTREE, LTD., et al

By: Eric M. Silver, President and Broker
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Beachwood, OH 44122
216-504-5000 - T
216-504-5001 - F
www.agrealestategroup.com
info@agrealestategroup.com

REGISTRATION

Cherry Farms Apartment **Pepper Tree Apartments**

Eric M. Silver is a Real Estate Broker licensed in the State of Ohio, doing business as **Ag** Real Estate Group, Inc. Eric Zimmerman is a Real Estate Agent for **Ag** Real Estate Group, Inc., licensed in the State of Ohio. **Ag** Real Estate Group, Inc. is appointed Receiver for these properties via order of the Lake County Municipal Court. Details of the Receiverships, including case numbers, can be found in the information package. Consummation or completion of a sale of the properties may or may not occur. Any effort or resources expended by a principal or broker is at his/her own risk and may or may not lead to completion of a transaction. The Receiver, broker, agent, lender, and debtor make no representation whatsoever regarding the condition or value of the property or whether a transaction will be completed. Completion of a transaction will require, among other things, approval of the Court and all secured creditors.

We welcome co-brokerage participation in support of our effort to market and sell these properties. Upon completion and closing of a transaction with a buyer who has been duly registered by a Buyer's agent, Seller shall pay a co-brokerage fee equal to 1.5% of the purchase price (via escrow) to a buyer's agent. To be registered and recognized as a buyer's agent, you must complete this registration form and have received an executed copy in return before your client has contact with the **Ag** Real Estate Group, Inc. Registration will remain valid for a period of 120 days after the later date below, after which time the registration becomes null and void.

You are advised that these properties are being marketed at the same time that the secured creditor(s) is pursuing foreclosure proceedings. It is our intent to secure a purchase agreement from a qualified purchaser that will satisfy all parties and allow the secured creditors to dismiss the foreclosure action. We make no representation regarding the likelihood that this will occur.

CROSS OUT ONE CHOICE: *I am / am not* represented by a broker or agent.

Buyer's Agent - Name and Phone # Date

Buyer (*print and sign*) Phone # Date

Ag Real Estate Group, Inc. Date
Receiver for:
Cherry Farms LTD and Pepper Tree LTD
By: Eric M. Silver, President and Broker

CONSUMER GUIDE TO AGENCY RELATIONSHIPS

Ag Real Estate Group, Inc.



We are pleased you have selected Ag Real Estate Group, Inc. to help you with your real estate needs. Whether you are selling, buying or leasing real estate, Ag Real Estate Group, Inc. can provide you with expertise and assistance. Because this may be the largest financial transaction you will enter into, it is important to understand the role of the agents and brokers with whom you are working. Below is some information that explains the various services that agents can offer and their options for working with you:

Representing the Sellers

Most sellers of real estate choose to list their home for sale with a real estate brokerage. When they do so, they sign a listing agreement that authorizes the brokerage and the listing agent to represent their interests. As the seller's agent, the brokerage and listing agent must: follow the seller's lawful instructions, be loyal to the seller, promote the seller's best interests, disclose material facts to the seller, maintain confidential information, act with reasonable skill and care, and account for any money they handle in the transaction. In rare circumstances, a listing broker may offer "subagency" to other brokerages, which would also represent the seller's interests and owe the seller these same duties.

Representing Buyers

When purchasing real estate, buyers usually choose to work with a real estate agent as well. Often the buyers want to be represented in the transaction. This is referred to as buyer's agency. A brokerage and agent that agree to represent a buyer's interest in a transaction must: follow the buyer's lawful instructions, be loyal to the buyer, promote the buyer's best interests, disclose material facts to the buyer, maintain confidential information, and account for any money they handle in the transaction.

Dual Agency

Occasionally, the same agent and brokerage that represent the seller also represent the buyer. This is referred to as dual agency. When a brokerage and its agents become "dual agents," they must maintain a neutral position in the transaction. They may not advocate the position of one client over the best interests of the other client, or disclose any confidential information to the other party without written consent.

Representing Both the Buyer & Seller

On occasion, the buyer and seller will each be represented by two different agents from the same brokerage. In this case, the agents may each represent the best interest of their respective clients. Or, depending on company policy, the agents may both act as dual agents and remain neutral in the transaction. When either of the above occurs, the brokerage will be considered a dual agent. As a dual agent, the brokerage and its managers will maintain a neutral position and cannot advocate for the position of one client over another. The brokerage will also protect the confidentiality of all parties.

For more information on agency law in Ohio, contact the Ohio Division of Real Estate & Professional Licensing at (614) 466-4100, or online at www.com.ohio.gov/real.

Working With Ag Real Estate Group, Inc.

Ag Real Estate Group, Inc. does represent both buyers and sellers. When Ag Real Estate Group, Inc. lists property for sale, all agents in the brokerage represent the seller. Likewise, when a buyer is represented by a Ag Real Estate Group, Inc. agent, all of the agents represent that buyer. Therefore, when a buyer represented by a Ag Real Estate Group, Inc. agent wishes to purchase property listed by our company, the agent(s) involved act as dual agents. This is true whether one agent is representing both parties or two separate agents are involved.

In the event that both the buyer and seller are represented by Ag Real Estate Group, Inc. agents, these agents and Ag Real Estate Group, Inc. will act as a dual agent but only if both parties agree. As a dual agent, they will treat both parties honestly, prepare and present offers at the direction of the parties, and help the parties fulfill the terms of any contract. They will not, however, disclose any confidential information that will place one party at an advantage over the other or advocate or negotiate to the detriment of either party.

If dual agency occurs, you will be asked to consent to that in writing. If you do not agree to your agent acting as a dual agent, you can seek representation from another brokerage.

As a buyer, you may also choose to represent yourself on properties Ag Real Estate Group, Inc. has listed. In that instance, Ag Real Estate Group, Inc. will represent the seller and you would represent your own best interests. Because the listing agent has a duty of full disclosure to the seller, you should not share any information with the listing agent that you would not want the seller to know.

Working With Other Brokerages

Ag Real Estate Group, Inc. does offer representation to both buyers and sellers. When Ag Real Estate Group, Inc. lists property for sale, it also cooperates with, and offers compensation to, other brokerages that represent buyers. Ag Real Estate Group, Inc. does reserve the right, in some instances, to vary the compensation it offers to other brokerages. As a seller, you should understand that just because Ag Real Estate Group, Inc. shares a fee with a brokerage representing the buyer, it does not mean that you will be represented by that buyer's brokerage. Instead, that company will be looking out for the buyer and Ag Real Estate Group, Inc. will be representing your interests.

When acting as a buyer's agent, Ag Real Estate Group, Inc. also accepts compensation offered by the listing broker. If the property is not listed with any broker, or the listing broker does not offer compensation, we will attempt to negotiate for a seller-paid fee.

Fair Housing Statement

It is illegal, pursuant to the Ohio Fair Housing Law, division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing Law, 42 U.S.C.A. 3601, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes. (Effective: 3/25/08)

We hope you find this information to be helpful to you as you begin your real estate transaction. When you are ready to enter into a transaction, you will be given an Agency Disclosure Statement that specifically identifies the role of the agents and brokerages. Please ask questions if there is anything you do not understand.

Because it is important that you have this information, Ohio law requires that we ask you to sign below to acknowledge receipt of this pamphlet. Your signature will not obligate you to work with our company if you do not choose to do so.

Name (Please Print)

Name (Please Print)

Signature Date

Signature Date

GENERAL BACKGROUND INFORMATION

(Included as of (2/22/2008))

- Introduction
- Area Overview
- Zoning Information
- Location Map
- Aerial Photos
- Appraisal completed for FirstMerit Bank as of August, 2007
- Rent Roll as of March 1, 2008
- Real Estate Tax Information
- Preliminary Judicial Report - as of August 31, 2007
- 1st and 2nd Mortgage Payoff Figures as of February 20, 2008

Introduction

Cherry Farms LTD. and Peppertree LTD. are in Receivership via orders signed by Judge Lucci and Judge Culotta. Both orders are available for review upon request. The orders direct the Receiver to, among other tasks, market the properties for sale.

The sole purpose of *The General Background Information* included herein is to provide *general and not specific* information regarding the properties described. The Receiver has operated the properties since late in January, 2008 and therefore has very limited information about the properties and their historical operations.

The information contained herein shall not constitute an offer to sell nor a request or solicitation of an offer to buy. No person or entity shall have any right whatsoever to rely on this information or any other information received unless there is a mutually executed document specifically creating such right of reliance.

The information included herein has been secured from sources that are usually reliable however the accuracy of the information has not been verified by any of the following: The Receiver, its Principals, the Broker, its agents, employees or consultants. All parties are encouraged and directed to initiate and complete (at their own expense) any and all due diligence studies that may be required in order to evaluate the quality, condition, and potential value of the properties.

THE RECEIVER, BROKER, MANAGER (and any parties related in any way to them) MAKE NO WARRANTY (expressed or implied) WHATSOEVER REGARDING THE PROPERTY, ANY LITIGATION RELATED TO THE PROPERTY OR THE OWNER(S), OR ANY ACTION(S) OR FAILURE OF OTHERS TO TAKE ANY ACTION(S).

TOURS OR INSPECTIONS OF THE PROPERTY ARE BY PRIOR ARRANGEMENT WITH THE RECEIVER. NO PARTY HAS AUTHORIZATION TO ENTER UPON THE PROPERTY WITHOUT SPECIFIC PERMISSION OF THE RECEIVER. ANY AND ALL CONTEMPLATED TRANSACTIONS WILL BE COMPLETED ONLY BY APPROVAL OF THE COURT.

Area Overview



Facts about Painesville Township Lake County, Ohio

Population: U.S. census 1990 - 16, 493 (unincorporated); over 17,000 including villages of Fairport Harbor and Grand River.

Location: 25 miles northeast of Cleveland. Latitude 41'43"N, longitude 81'16"W

Area: 17 1/2 square miles.

Altitude: 676 feet above mean sea level.

Climate: Mean annual temperature 48 degrees F. Average annual rainfall, 35 inches.

Assessed valuation: Over \$234, 000, 000.00

Tax Rate: Is one of the lowest property tax rates in Lake County.

Income Tax Rate: No local income tax in Painesville Township.

Fire Insurance Rate: Class 5.

Administration: Township Government. Three elected Trustees, elected Clerk (four year terms) and appointed Administrator. Five member Zoning Commission and five member Board of Zoning Appeals (boards are five-year terms).

Public Meetings: Trustees, first and third Tuesdays (check for schedule changes.) Zoning Commission second Monday; Board of Zoning Appeals second Tuesday.

Public Parks: 39 acre Painesville Township Park, under the direction of Lake Metroparks. Pavilion, concession stand,

picnicking, ball diamonds, camping, more.

Headlands State Park: 130 acres (100 acres within Painesville Township). Lake Erie public beach, with bathhouses and lifeguards. Extensive parking, picnic and concession facilities. Fishing. Open daily Memorial Day to Labor Day. Headlands Nature Preserve.

Wyman Park: At the foot of Route 86 in Painesville Township. Picnicking. Operated by Lake Metroparks.

Other Lake County Metropolitan and State Parks within three to fifteen miles.

Fairgrounds: Permanent buildings, year-round stables, race track, 70 plus acres owned by Lake County, administered by Lake County Fair Board. County fair in August. Special Events all year, including horse and dog shows.

Township Statistics: Over 47 miles of Township Roads, all surfaced. Lake County Sanitary Sewer districts throughout Painesville Township. Utilities furnished by East Ohio Gas, Ameritech, Cleveland Electric Illuminating, Consumers Ohio Water Service, Painesville City Municipal Water and Electric, Lake County Utilities.

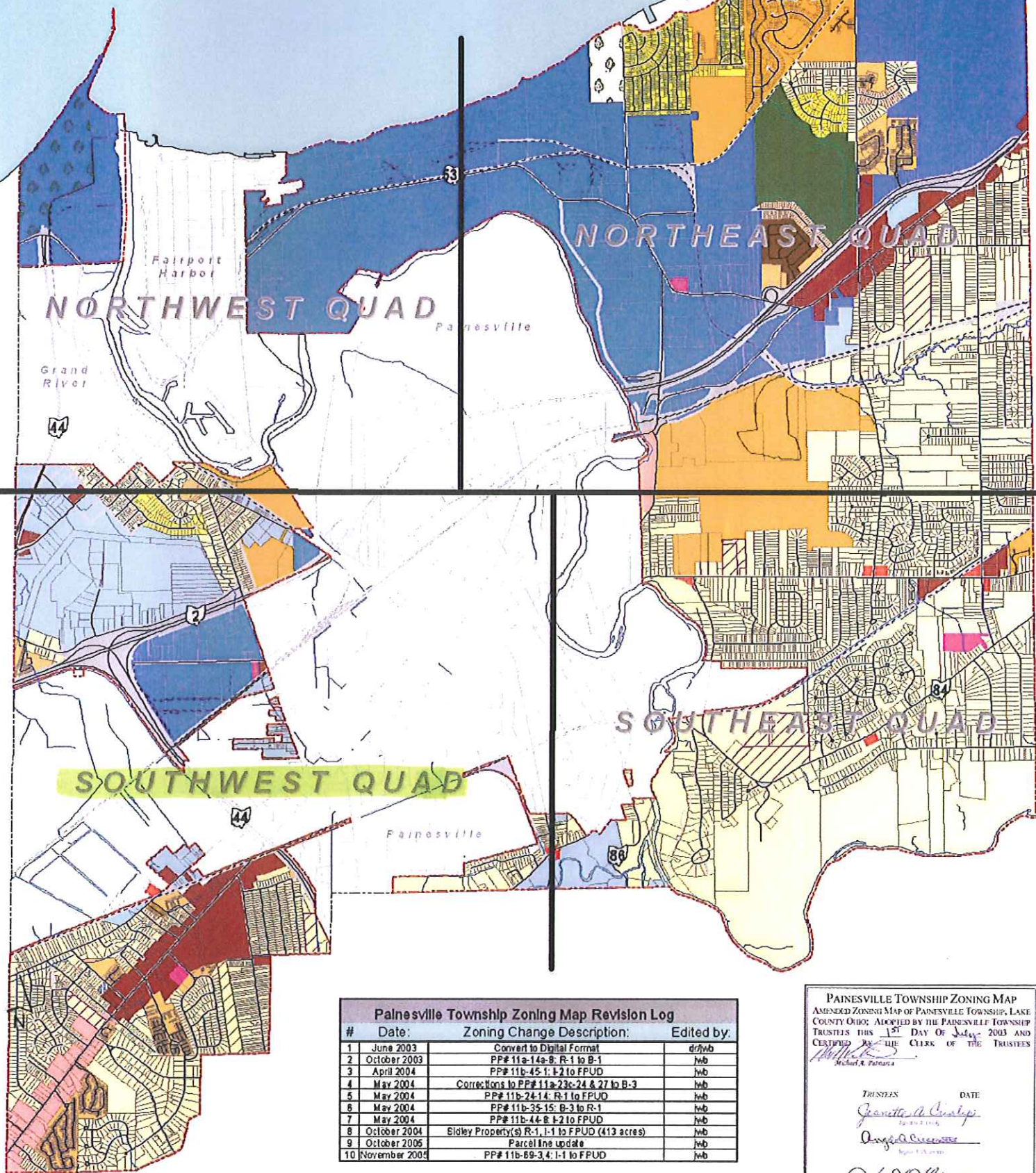
([About Us](#)) ([What's Happening](#)) ([Zoning & Applications](#))
([Fire Dept.](#)) ([Road Dept.](#)) ([Contact Us](#)) ([Links](#)) ([Home](#))

Designed by [Marinar](#)

Zoning Information

PAINESVILLE TOWNSHIP ZONING MAP INDEX MAP

- | | | |
|--------------------------------------|-------------------------------------|---------------------|
| R-1, RESIDENTIAL SINGLE FAMILY | CX, COMMUNITY SERVICE/INSTITUTIONAL | B-3, COMMERCIAL |
| R-2, RESIDENTIAL SINGLE FAMILY | MH, MOBILE HOME | I-1, LIGHT INDUSTRY |
| R-3, RESIDENTIAL DUPLEX DWELLING | REC-3, RECREATION COMMERCIAL | I-2, HEAVY INDUSTRY |
| R-4, RESIDENTIAL MULTI-UNIT DWELLING | B-1, RESTRICTED RETAIL | |
| FPUD, PLANNED UNIT DEVELOPMENT | B-2, GENERAL RETAIL | |



Painesville Township Zoning Map Revision Log

#	Date:	Zoning Change Description:	Edited by:
1	June 2003	Convert to Digital Format	drhmb
2	October 2003	PP# 11a-14a-8: R-1 to B-1	hnb
3	April 2004	PP# 11b-45-1: I-2 to FPUD	hnb
4	May 2004	Corrections to PP# 11a-23c-24 & 27 to B-3	hnb
5	May 2004	PP# 11b-24-14: R-1 to FPUD	hnb
6	May 2004	PP# 11b-35-15: B-3 to R-1	hnb
7	May 2004	PP# 11b-44-8: I-2 to FPUD	hnb
8	October 2004	Sloley Property(s) R-1, I-1 to FPUD (413 acres)	hnb
9	October 2005	Parcel line update	hnb
10	November 2005	PP# 11b-69-34: I-1 to FPUD	hnb

PAINESVILLE TOWNSHIP ZONING MAP
AMENDED ZONING MAP OF PAINESVILLE TOWNSHIP, LAKE
COUNTY OHIO, ADOPTED BY THE PAINESVILLE TOWNSHIP
TRUSTEES THIS 1ST DAY OF July, 2003 AND
CERTIFIED BY THE CLERK OF THE TRUSTEES

Michael A. Patacsa

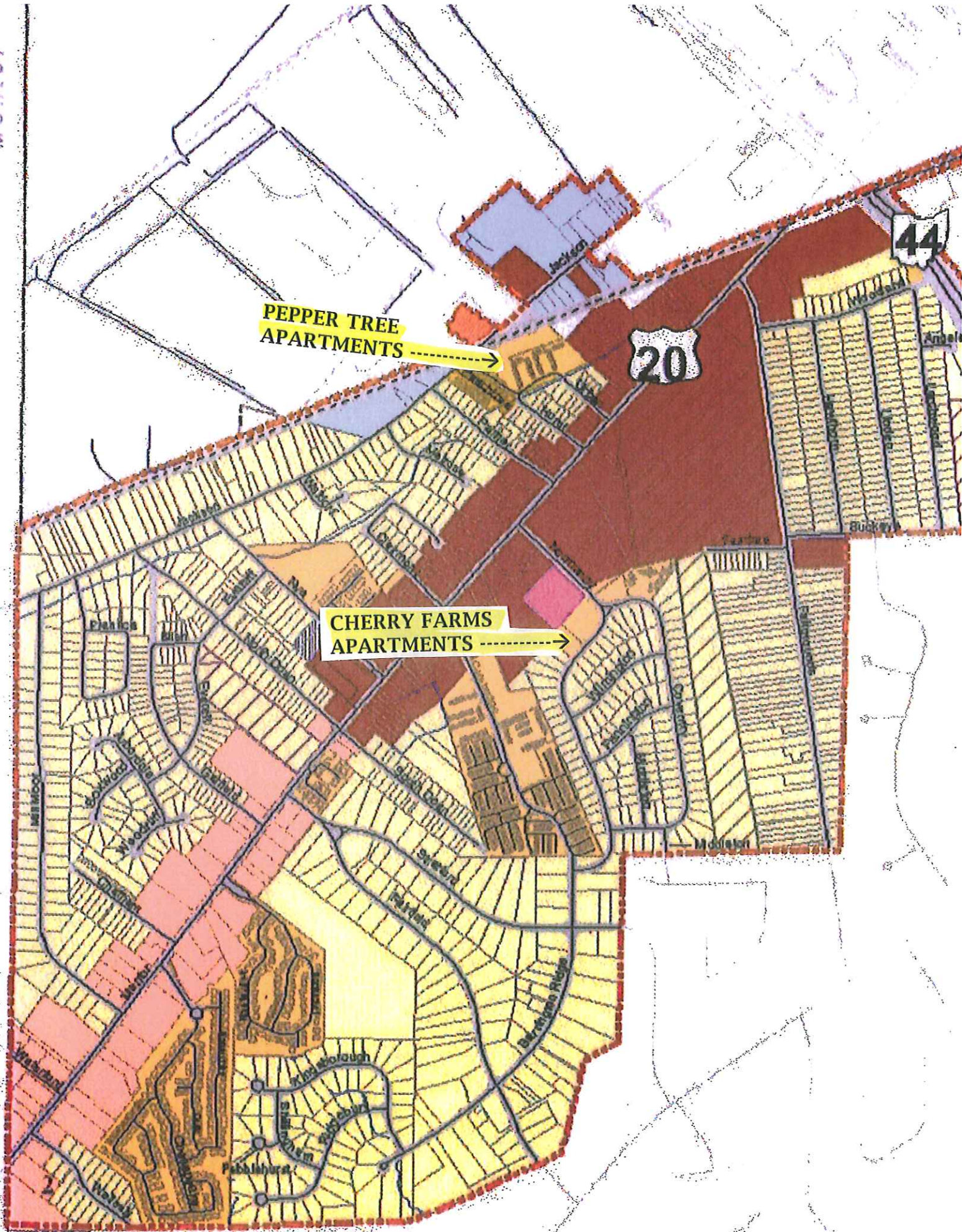
TRUSTEES

DATE

Janette A. Cinsalpi

Angela Cinsalpi

John A. Cinsalpi

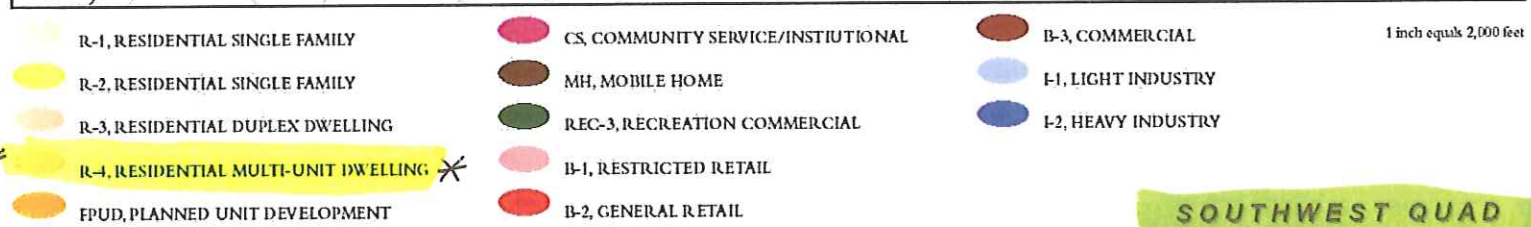
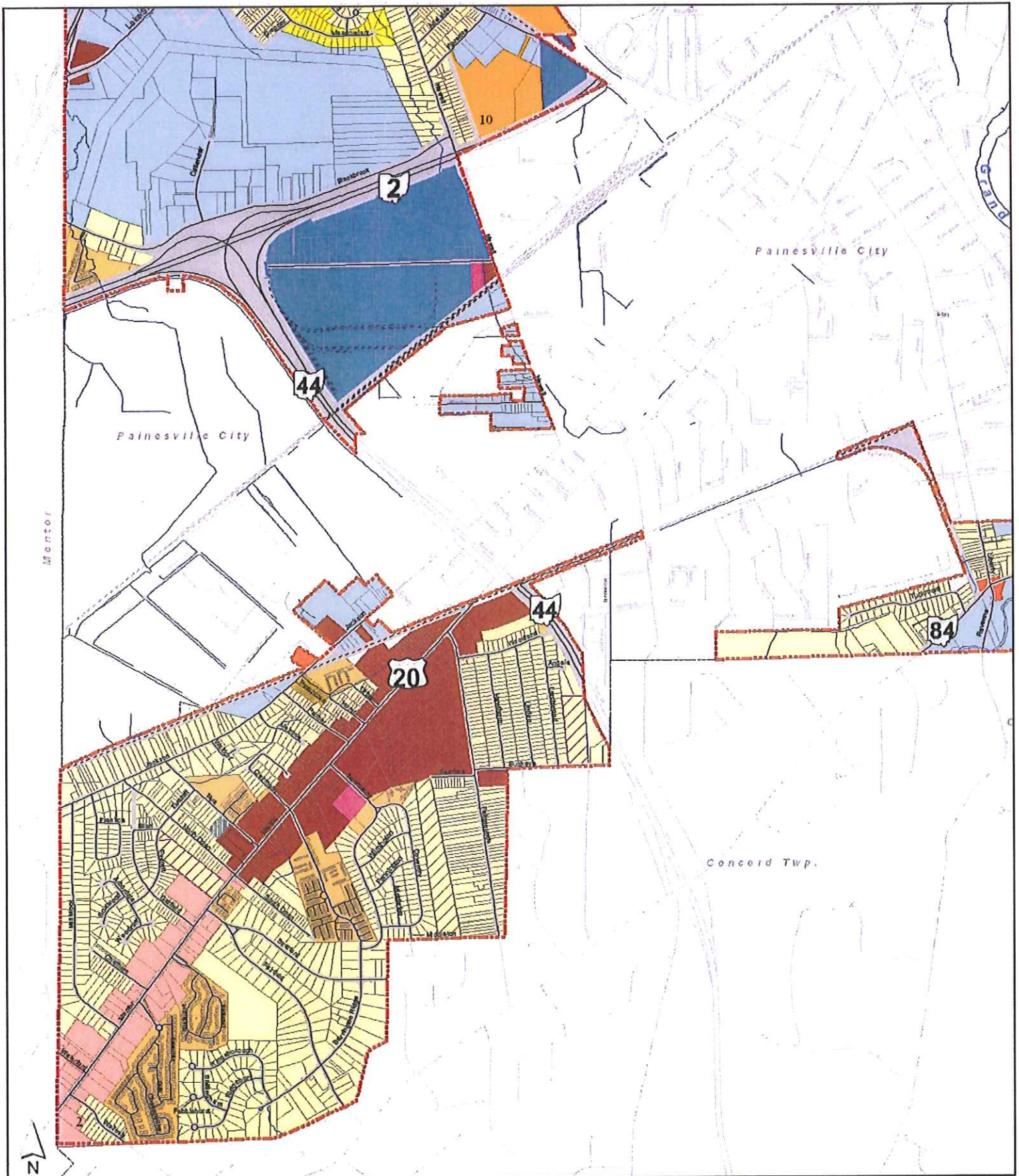


PEPPER TREE
APARTMENTS

CHERRY FARMS
APARTMENTS

20

44



Location Map



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TN
MN (6.4°W)

Scale 1 : 200,000



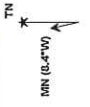
Data Zoom 10.0

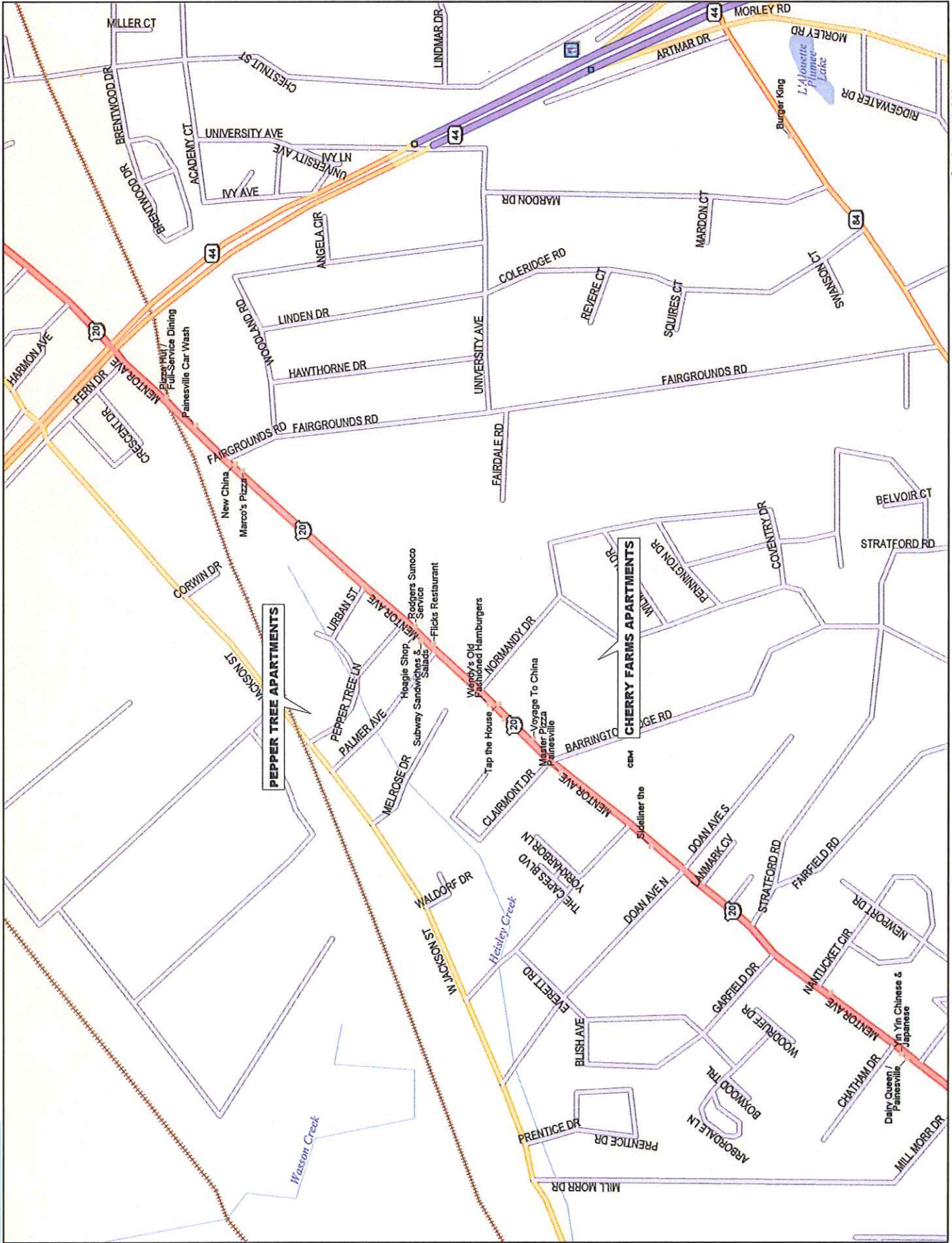


Scale 1 : 50,000



1" = 4,166.7 ft Data Zoom 12-0



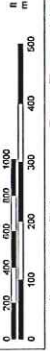


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Scale 1 : 12,800

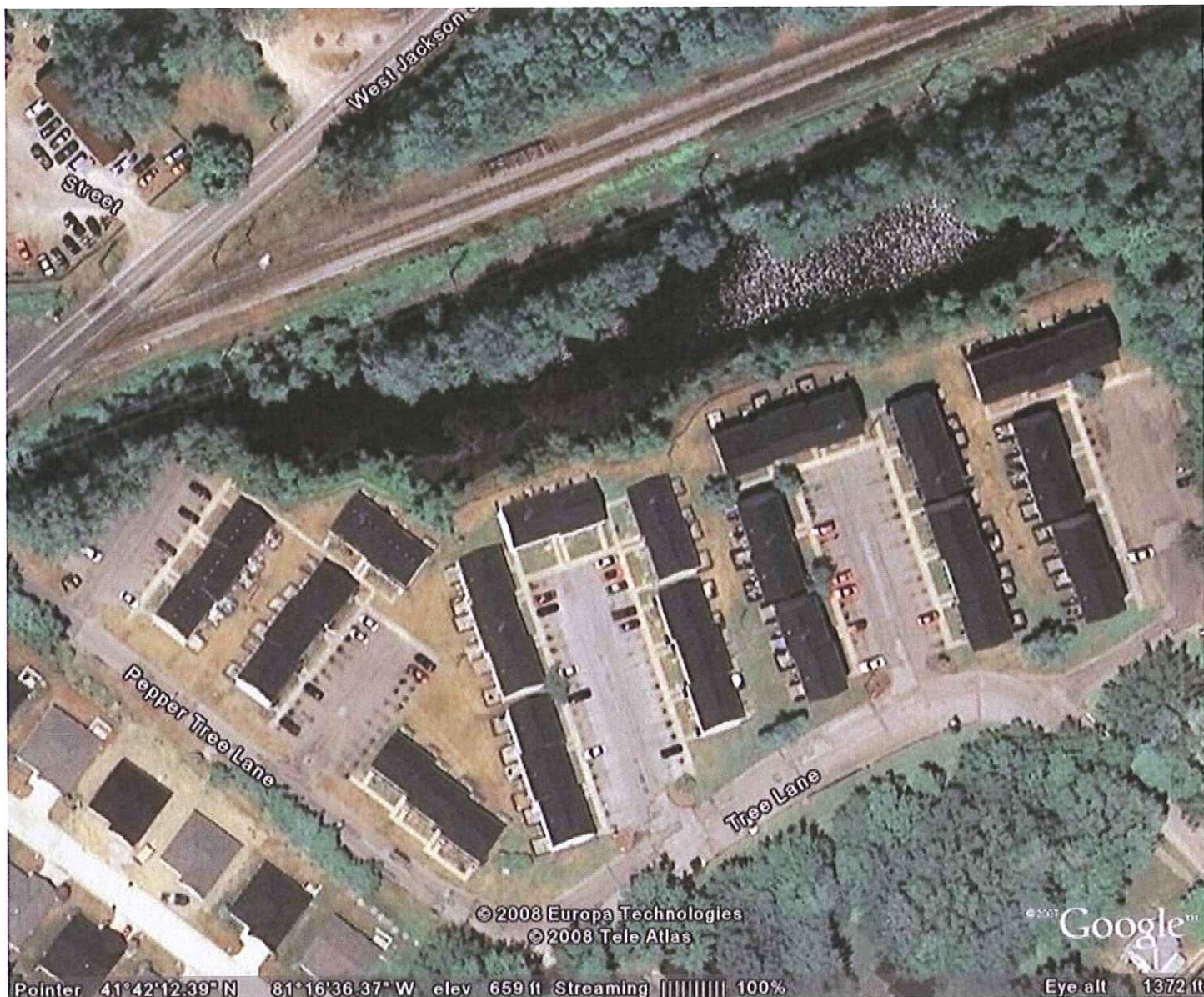


Data Zoom 14.0

Aerial Photos







Appraisals completed for FirstMerit
Bank as of August, 2007

Prepared for

FirstMerit Bank, NA

~~~~~

*Mr. Kenneth Shillingburg  
FirstMerit Bank, NA  
III Cascade Plaza  
Akron, Ohio 44308*

*Prepared By  
Evaluations Limited  
100 North Miller Road  
Fairlawn, Ohio 44333*

# Evaluations Limited

100 N. Miller Road  
Fairlawn, Ohio 44333  
330-864-4763

August 28, 2007

Mr. Kenneth R. Schillingburg  
FirstMerit Credit Quality Dept. CAS 61  
III Cascade Plaza  
Akron, Ohio 44308

Re: Permanent Parcel Number: 11-A-016-D-00-043-0  
Property Address: 301-408 Peppertree Lane, Painesville, Ohio 44077-  
Client: FirstMerit Credit Quality  
Job Number: 8-59389

Dear Mr. Schillingburg:

Please be advised that according to your request, we have completed our analysis of the above-captioned property. The various value indications are reconciled as follows:

|                               |                 |
|-------------------------------|-----------------|
| The Cost Approach to Value:   | Not Applicable  |
| The Market Approach to Value: | \$ 1,200,000.00 |
| The Income Approach to Value: | \$ 1,260,000.00 |

The cost approach to value is not applicable due to the age of the property and the difficulty in accurately estimating accrued depreciation from all sources. Typically, the cost approach to value would not be a consideration of potential purchasers for property with existing improvements similar in age to the subject.

The market approach to value is a good indicator of value for the subject because it reflects the actions of willing buyers and sellers in the marketplace and assumes that a potential purchaser would pay no more for a property than the cost of acquiring a similar, equally desirable property.

The income approach to value is indicative of the subject value due to its long-term income-producing capabilities as an apartment facility. Additionally, current market rental information was available to further enhance the reliability of this approach.

The market approach and the income approach were utilized with greater weight given to the income approach in the subject's overall evaluation. As of August 26, 2007, our analysis indicates the property to be evaluated at:

**\$1,250,000.00**  
**(ONE MILLION TWO HUNDRED-FIFTY THOUSAND DOLLARS)**

A Division of Barry R. Aukney, Inc.



Mr. Shillingburg  
August 28, 2007  
Page 2

*The evaluator notes that the value estimate suggested in the report is neither the highest or lowest estimate but that value which is most supportable based upon the current market data available and applicable to the subject property.*

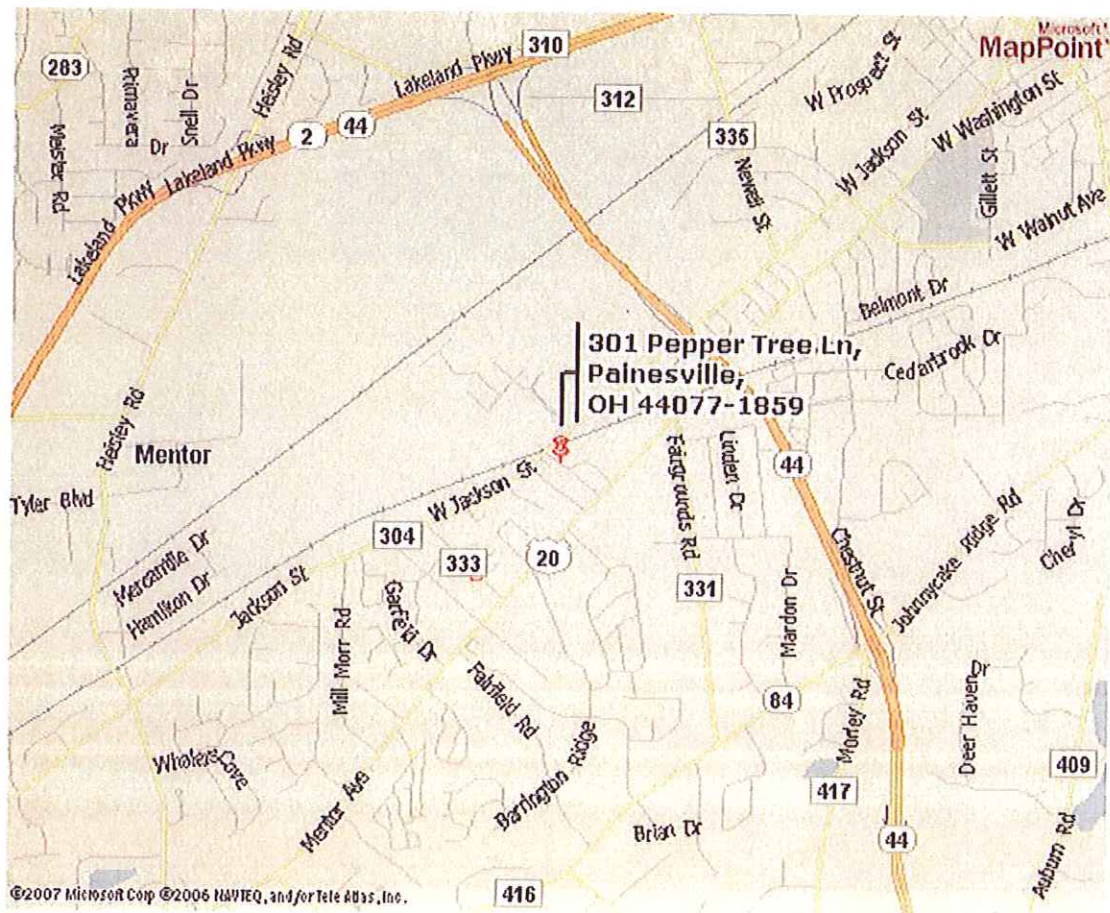
*Enclosed is the documentation that is part of the findings resulting in our conclusions. We are appreciative of the opportunity to be of service. Please contact us in the event you have any questions.*

Sincerely,

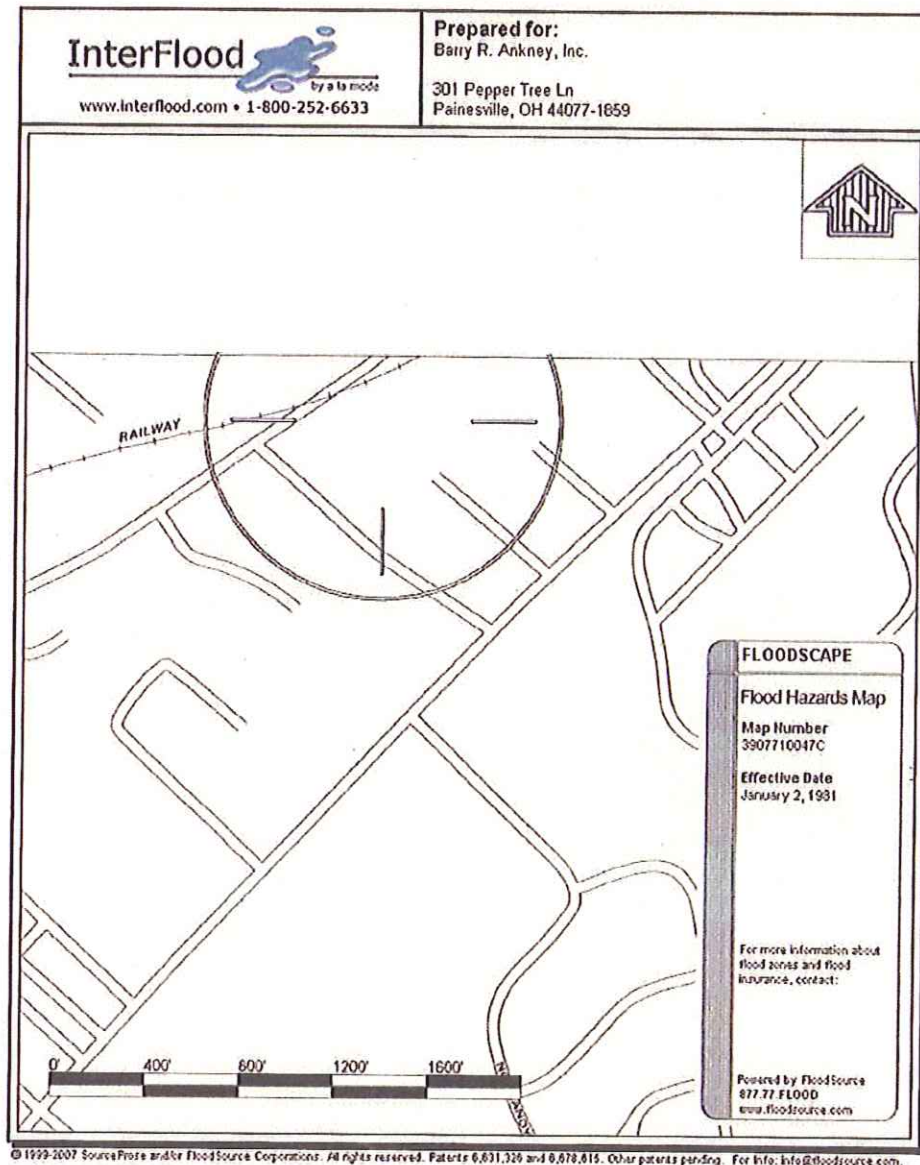
EVALUATIONS LIMITED

  
Peter Zendo  
Vice President

# LOCATION MAP OF THE SUBJECT PROPERTY



# FLOOD ZONE MAP OF THE SUBJECT PROPERTY



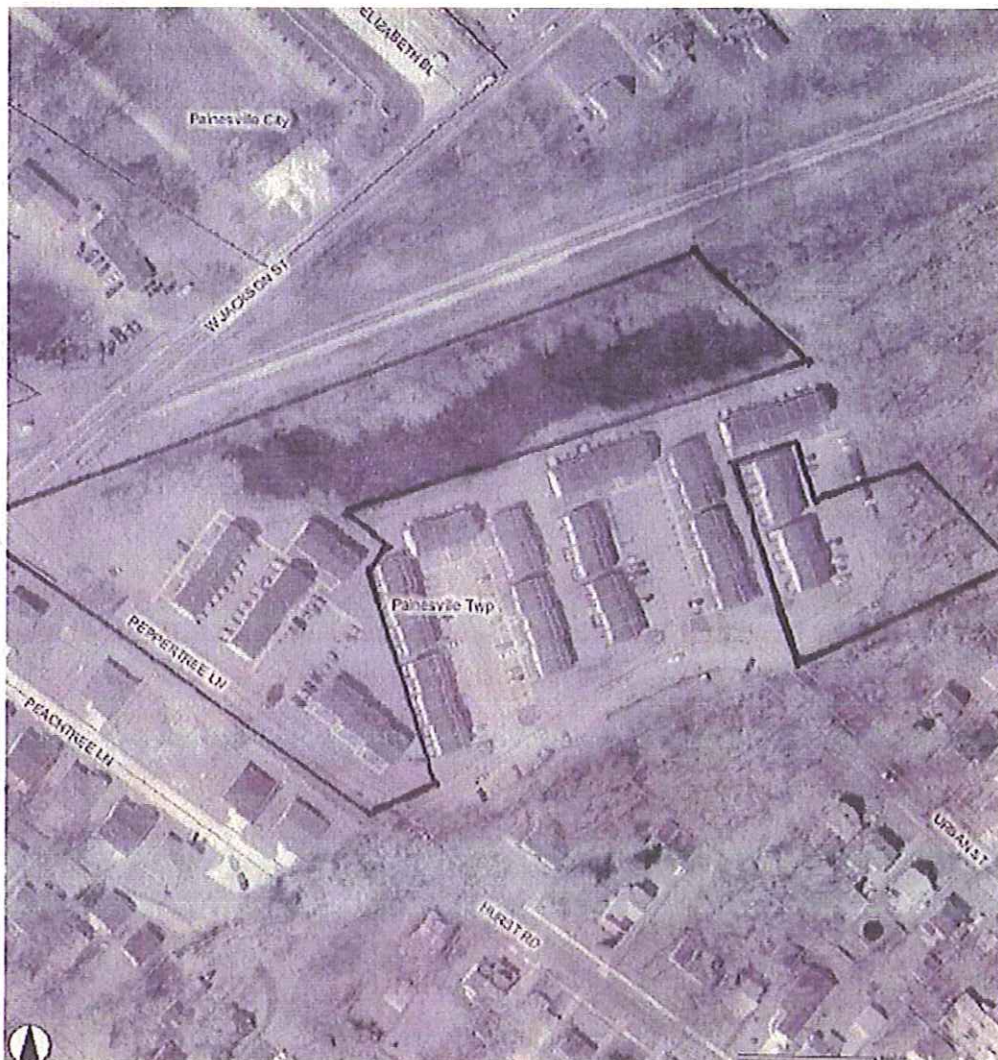
## EXPLANATION OF FLOOD ZONE DESIGNATIONS:

- ZONE A: AREAS OF 100-YEAR FLOOD; BASE FLOOD ELEVATIONS, AND FLOOD HAZARD FACTORS NOT DETERMINED.
- ZONE B: AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTH IS LESS THAN ONE FOOT FROM WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE, OR AREAS PROTECTED BY LEVIES FROM THE BASE FLOOD.
- ZONE C: AREAS OF MINIMAL FLOODING (NO SHADING).

PLATE NO. 3907710047C, ZONE C, DATE: JANUARY 2, 1981

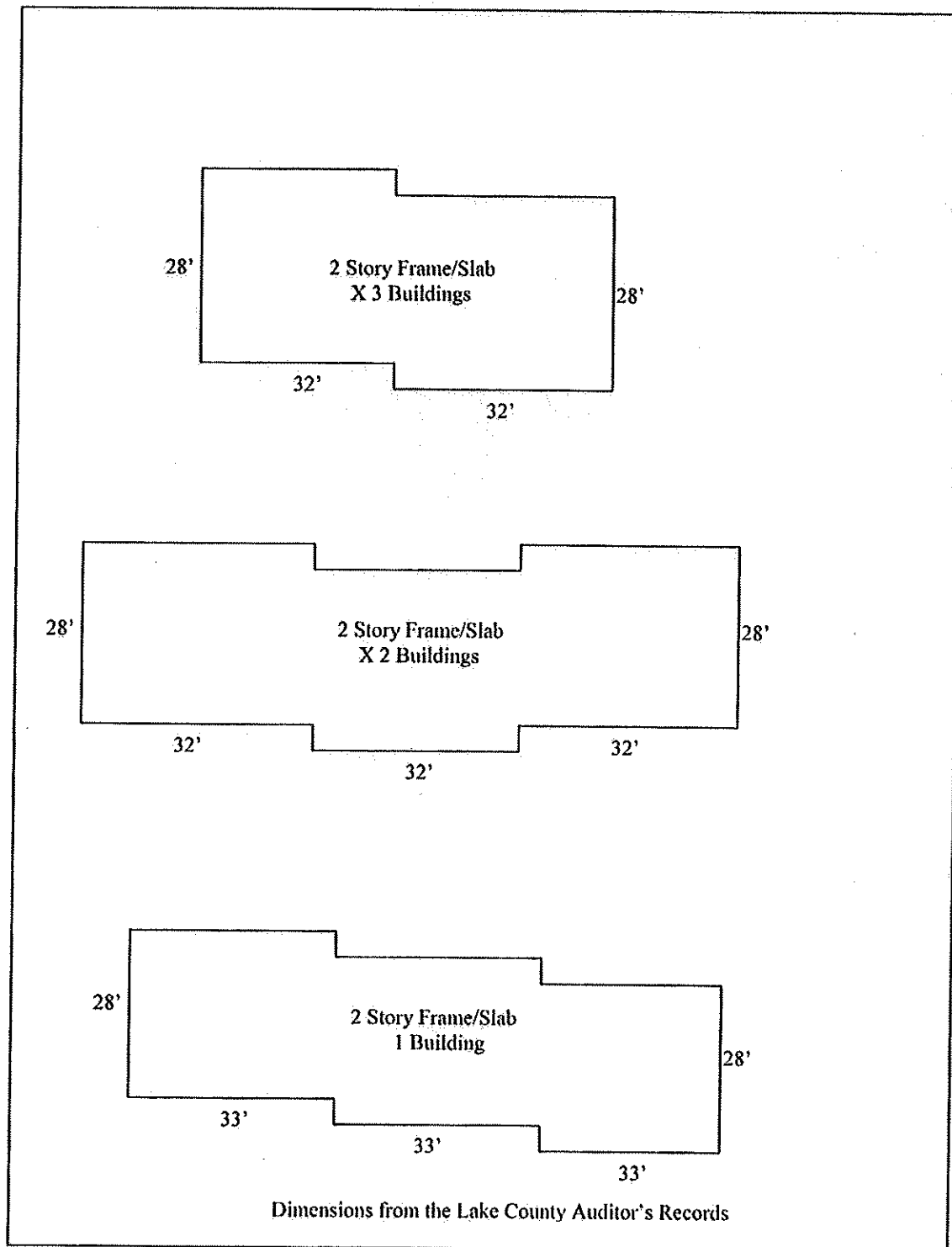


## SITE SKETCH OF SUBJECT PROPERTY



## BUILDING SKETCH OF SUBJECT PROPERTY

*\*Not To Scale*



PHOTOGRAPHS OF SUBJECT PROPERTY



Street Scene Looking North on Peppertree Ln.



Street Scene Looking South on Peppertree Ln.



PHOTOGRAPHS OF SUBJECT PROPERTY



Street Scene Looking West on Jackson St



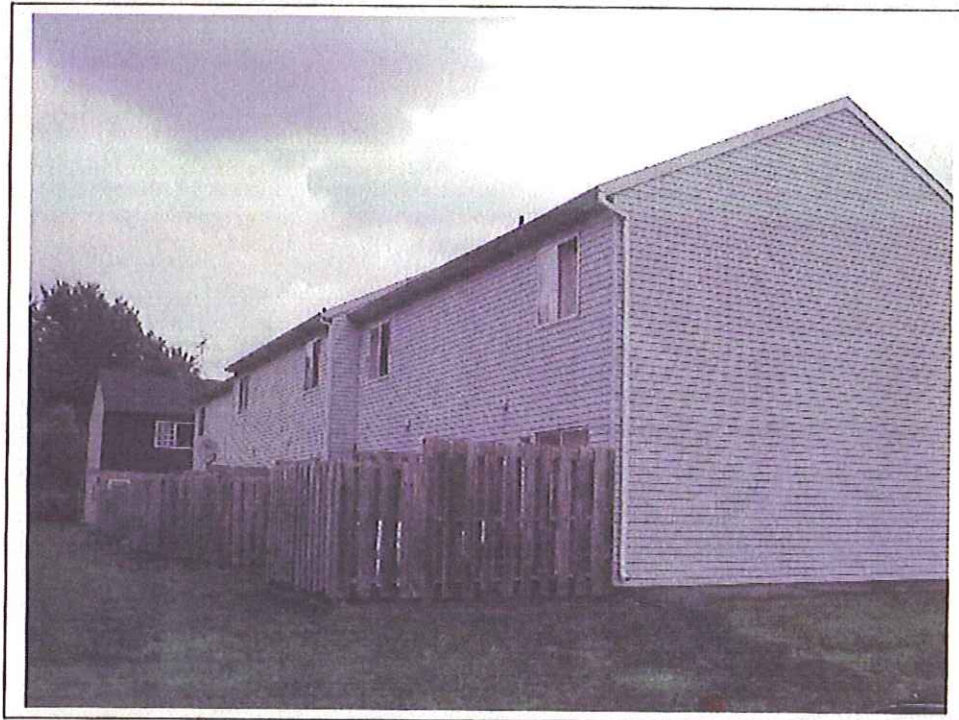
Northern 6 Unit Building



PHOTOGRAPHS OF SUBJECT PROPERTY



Rear of 6 Unit Northern Building



6 Unit Building Rear

PHOTOGRAPHS OF SUBJECT PROPERTY



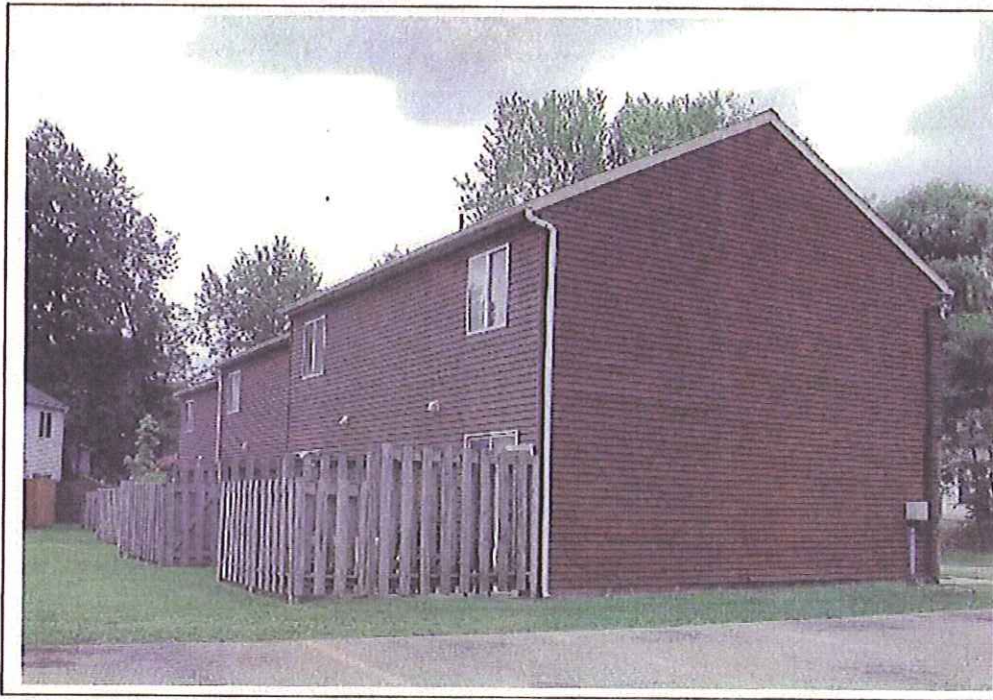
6 Unit Building Front



Front 6 Unit Western Building



PHOTOGRAPHS OF SUBJECT PROPERTY



Rear 6 Unit Western Building



Front 4 Unit Building

PHOTOGRAPHS OF SUBJECT PROPERTY



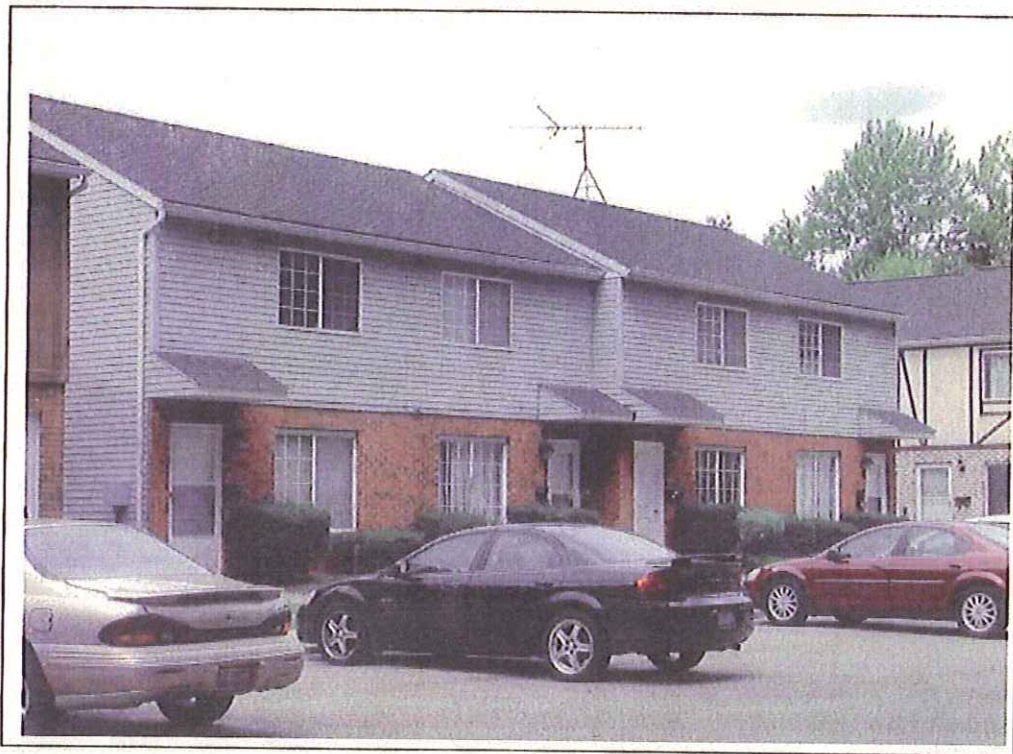
Front 4 Unit Building



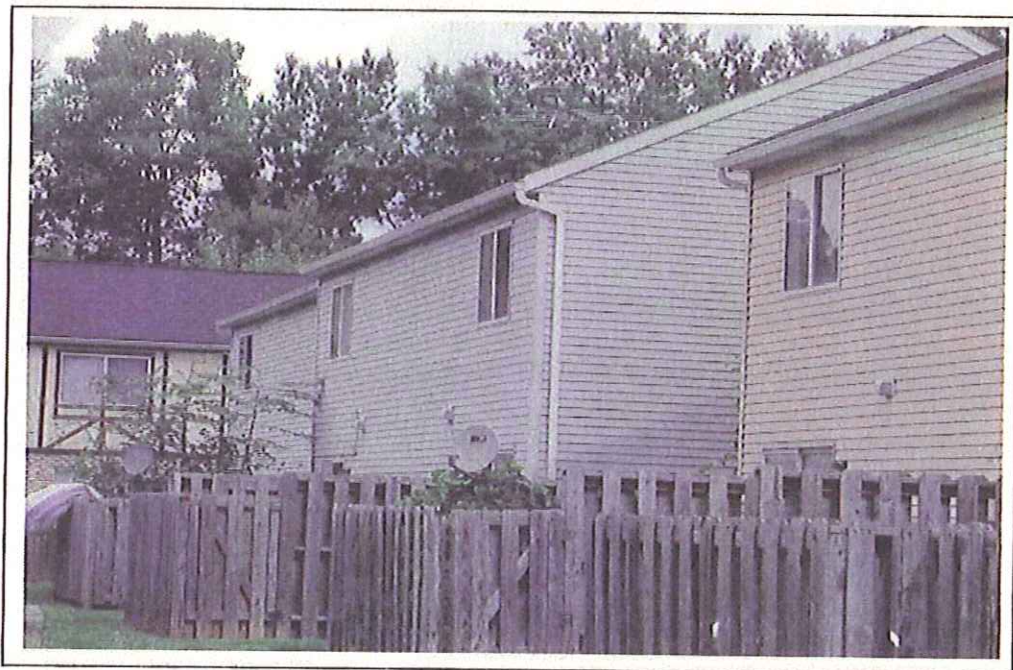
Rear 4 Unit Building



PHOTOGRAPHS OF SUBJECT PROPERTY



Front 4 Unit Building



Rear 4 Unit Building

## SITE DESCRIPTION

|                                 |                                                                   |
|---------------------------------|-------------------------------------------------------------------|
| <b>LAND AREA:</b>               | 4.26+/- Acres                                                     |
| <b>BUILDING SQUARE FOOTAGE:</b> | 27,048 Square Feet for Six Buildings                              |
| <b>CURRENT USE:</b>             | 30 Unit Apartment Complex                                         |
| <b>PROJECTED USE:</b>           | Continued As Improved                                             |
| <b>SITE IMPROVEMENTS:</b>       | Asphalt Paving, Concrete Walks,<br>Landscaping, Exterior Lighting |
| <b>STREET IMPROVEMENTS:</b>     | Two Lane<br>Hard Surface                                          |
| <b>EGRESS:</b>                  | Average                                                           |
| <b>SURROUNDING USES:</b>        | Residential Condos<br>Multi-family                                |
| <b>CURRENT TAXES:</b>           | \$24,047.94 Per Year 2006                                         |
| <b>CENSUS TRACT:</b>            | 2047.00                                                           |
| <b>UTILITIES:</b>               | All Available                                                     |
| <b>ZONING:</b>                  | R-4 Residential Multiple Unit Dwelling                            |



## IMPROVEMENTS ANALYSIS

### CONDITION OF IMPROVEMENTS

|                 |                                                                                            |
|-----------------|--------------------------------------------------------------------------------------------|
| PLUMBING:       | Assumed To Be Adequate                                                                     |
| ELECTRICAL:     | Assumed To Be Adequate                                                                     |
| SUBSTRUCTURE:   | Concrete Floor                                                                             |
| SUPERSTRUCTURE: | Two Story<br>Wood Frame                                                                    |
| EXTERIOR:       | Brick Facing<br>Aluminum Siding                                                            |
| INTERIOR:       | Drywall/Walls/Ceilings Assumed<br>Wood Doors/Trim Assumed<br>Carpet/Vinyl/Flooring Assumed |
| ROOF:           | Gable with Asphalt Shingles                                                                |

Subject improvements consist of (six) two story wood frame buildings on slabs with gable roofs covered with composition shingles built about 1980. Three buildings are 10,752 each and contain four apartment units each, two buildings are 10,752 square feet each and contain six apartment units each and one building is 5,544 square feet and contain six apartment units. An interior inspection was not part of this assignment. The appraiser makes the extraordinary assumption that the interiors of all units are in average condition, that all mechanicals are in working order, have an efficient room layout, and do not suffer from any types of obsolescence. The subject site has a unique layout in that there are residential condominiums amongst the apartment buildings. Two of the subject buildings are located away from the rest of the apartments. See site aerial photo. The subject is located adjacent to the active Norfolk Southern Railroad tracks.

## MARKET APPROACH

### Comparable Sales:

The following comparable sales reflect the recent market actions of typical buyers and sellers of properties similar to the subject:

- 1) 637 Mentor Avenue, Painesville, Sold 9/30/05 for \$765,000.00
  - a) Sale Price Per Living Unit, Land and Building: \$45,000.00
  - b) Use: (17) Apartment Units Built 1979
  - c) Condition of Improvements: Average
- 2) 54 Pearl St., Painesville, Sold 7/06/06 for \$1,800,000.00
  - a) Sale Price Per Living Unit, Land and Building: \$46,154.00
  - b) Use: (39) Apartment Units Built 1963
  - c) Condition of Improvements: Average
- 3) 1001 Main St., Conneaut, Sold 4/30/07 for \$695,000.00
  - a) Sale Price Per Living Unit, Land and Building: \$34,750.00
  - b) Use: (20) Apartment Units Built 1945
  - c) Condition of Improvements: Average
- 4) 24305 Lakeshore Blvd, Euclid, Sold 5/16/07 for \$865,000.00
  - a) Sale Price Per Living Unit, Land and Building: \$48,056.00
  - b) Use: (18) Apartment Units Built 1962
  - c) Condition of Improvements: Average
- 5) 818, 842, 850 South Green Rd., South Euclid, Sold 6/5/07 for \$975,000.00
  - a) Sale Price Per Square Foot, Land and Building: \$40,625.00
  - b) Use: (24) Apartment Units Built 1963
  - c) Condition of Improvements: Average

In order to determine a supportable estimate of market value for the subject, the evaluator has reviewed over twenty similar apartment sales. Of the available sales data, the preceding sales or offerings were determined to be the most comparable and were analyzed and summarized. In weighing these comparable properties, the indicated, unadjusted unit values range from \$34,750.00 to \$48,056.00 per living unit, land and building. After adjustments, which gave consideration to the subject property's location, condition, site size, and overall utility, an estimated value of \$40,000.00 per living unit is utilized and calculated to provide an indication of value for the subject property as follows:

|                                                    |                |
|----------------------------------------------------|----------------|
| Subject—30 Apartment Units at \$40,000.00 Per Unit | \$1,200,000.00 |
| Rounded to:                                        | \$1,200,000.00 |



**LEGAL SUMMARY**

LAKE COUNTY, PAINESVILLE TWSP NE OF PEPPERTREE LN 4.26 AC, TWO PARTS



## ASSUMPTIONS AND CONDITIONS

- 1) The evaluation provided herein is provided as an independent third party analysis.
- 2) The evaluation provided is based upon the evaluator's independent analysis of relevant market data as deemed applicable on the date of inspection of the property. The estimated market value stated herein is not based upon a requested minimum value.
- 3) The evaluation provided herein is for the unencumbered fee simple interest.
- 4) The evaluation provided herein is intended for use only by the addressee. Possession of this report or a copy thereof does not carry with it the right of publication. Further distribution is prohibited.
- 5) The evaluation provided is exclusive of personalty, equipment, or business value. Responsible ownership is assumed neither inefficient or superefficient. There is no accountability or liability to any third party.
- 6) Sources of information utilized in the preparation of this evaluation may include public records, local realtors and third party data services.
- 7) The evaluator will attempt to identify contaminants, if any, on the property. However, no warranties or guarantees are expressed or implied for exposing same. The evaluator assumes the property is free of on and off-site contaminants unless so stated in the report.
- 8) Acceptance of, and/or use of, the evaluation constitutes acceptance of the above conditions.



# Rent Rolls as of March 1, 2008

| UNIT # | TENANT                                         | RENT         | UTILITY   |
|--------|------------------------------------------------|--------------|-----------|
|        |                                                | Rent Change  |           |
| 301    | Jillian K. Kovaleik & John D. Deering          | 550          | 22.40     |
| 302    | Patricia M. Townsend                           | 550          | 22.40     |
| 303    | Rhonda King & Barbara Walsh                    | 570          | 22.40     |
| 304    | Mindy Wright - No Notifi that move is complete |              |           |
| 305    | Joygena Carter & Jeffery Trevena               | 575          | 22.40     |
| 306    | Barbara J. Horgan                              | 550          | 22.40     |
| 307    | Patricia Martin                                | 575          | 22.40     |
| 308    | Lynn Jones                                     | 550          | 22.40     |
| 309    | VACANT                                         | VACANT       |           |
| 310    | Abel & Christen Cervantes                      | 575          | 22.40     |
| 311    | VACANT                                         |              |           |
| 312    | Caroline Webster                               | 575          | 22.40     |
| 313    | VACANT                                         | VACANT       |           |
| 314    | Tammy M. Toole & Cynthia L. Toole              | 575          | 22.40     |
| 315    | VACANT                                         | VACANT       |           |
| 316    | Lois Riel                                      | 575          | 22.40     |
| 317    | Shirley Thrower                                | 525          | 22.40     |
| 318    | VACANT                                         | VACANT       |           |
| 319    | Ray Myers & Michele Wilson                     | 575          | 22.40     |
| 320    | James Laketsky & Danielle Stevenson            | 575          | 22.40     |
| 321    | Debra Mahoney                                  | 525          | 22.40     |
| 322    | Rolf Schween                                   | 525          | 22.40     |
| 401    | VACANT                                         | VACANT       |           |
| 402    | Patricia Wright & Alexander James              | 575          | 22.40     |
| 403    | Patsy Hairston                                 | 575          | 22.40     |
| 404    | VACANT                                         | VACANT       |           |
| 405    | Damon Lindic                                   | 580          | 22.40     |
| 406    | Veronica Marshall                              | 575          | 22.40     |
| 407    | Roselle Green                                  | 575          | 22.40     |
| 408    | Heather Spikes                                 | 575          | 22.40     |
|        |                                                |              |           |
|        |                                                |              |           |
|        |                                                |              |           |
|        |                                                |              |           |
|        |                                                |              |           |
|        |                                                | \$ 12,400.00 | \$ 492.80 |



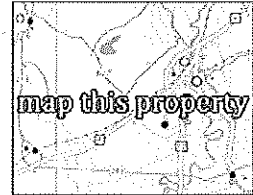
# Real Estate Tax Information

## Data For Parcel 11A016D000430

Base Land Valuation Sales Sketch Tax Improvements Permit Residential Agricultural Commercial

## Tax Data

Parcel: 11A016D000430  
 Owner: PEPPERTREE LTD  
 Address: MENTOR REAR AV



## Property Tax

## Tax Year 2007 Payable 2008

|                            | First Half   | Second Half  |
|----------------------------|--------------|--------------|
| Gross Charge:              | \$18,606.20  | \$18,606.20  |
| Reduction Factor:          | (\$7,117.15) | (\$7,117.15) |
| 10% Rollback:              | \$0.00       | \$0.00       |
| 2.5% Homesite Rollback:    | \$0.00       | \$0.00       |
| Homestead Reduction:       | \$0.00       | \$0.00       |
| Special Assessments:       | \$444.15     | \$444.14     |
| Penalties And Adjustments: | \$0.00       | \$0.00       |
| Subtotals:                 | \$11,933.20  | \$11,933.19  |
| Prior Delinquency:         | \$28,213.53  |              |
| Full Year Total:           | \$52,079.92  |              |
| Payments:                  | \$0.00       |              |
| Half Year Due:             | \$40,146.73  |              |
| Full Year Due:             | \$52,079.92  |              |

## Special Assessments

|                           |            |                            |          |
|---------------------------|------------|----------------------------|----------|
| Assessment:               | 1 of 4     |                            |          |
| Project Number:           | 10300      | Project Name:              |          |
| Beginning Year:           | 0          | Ending Year:               | 0        |
| First Half Taxes Fee:     | \$974.74   | Second Half Taxes Fee:     | \$974.73 |
| Assessors Fee First Half: | \$0.00     | Assessors Fee Second Half: | \$0.00   |
| Amount Charged:           | \$1,268.88 |                            |          |

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# Preliminary Judicial Reports - as of August 31, 2007

IN THE COURT OF COMMON PLEAS  
LAKE COUNTY, OHIO

FILED

FIRSTMERIT BANK, NA  
vs  
PEPPERTREE, LTD., et al.

2001 SEP 21 P 3:57

Chicago Title Insurance Company CASE NO.

LYNNE J. MAZEKA  
168 N. ST. CLAIR STREET  
LAKE COUNTY, OH 44077  
Phone: (440)354-3585, Fax: (440)

07CF002858  
EUGENE A. LUCCI

### PRELIMINARY JUDICIAL REPORT

Order Number: 27330817 PAI

Pursuant to your request for a report for use in judicial proceedings, we have made an examination of the records of LAKE, County, Ohio, and CHICAGO TITLE INSURANCE COMPANY, for a valuable consideration, here by guarantees, in an amount not to exceed \$249,947.57 that the title to the premises hereinafter described, as appears from said records, is at the date hereof good in PEPPERTREE, LTD., AN OHIO LIMITED LIABILITY COMPANY by virtue of deed(s) of record in LAKE County, Ohio, and free from all encumbrances, liens or defects, except as shown in the following.

### LEGAL DESCRIPTION

SITUATED IN THE TOWNSHIP OF PAINESVILLE, COUNTY OF LAKE AND STATE OF OHIO: AND KNOWN AS BEING A PART OF LOTS 6 AND 7 IN THE GOODRICH SURVEY IN THE TOWNSHIP OF PAINESVILLE, COUNTY OF LAKE AND STATE OF OHIO, ALSO AS LOTS 51 AND 52 ORIGINALLY OF CONCORD TOWNSHIP, AND IS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING IN THE EAST LINE OF LAND OF AUGUST H. GILLHAM AND AT A POINT NORTH 54 DEGREES 02' WEST A DISTANCE OF 714.76 FEET MEASURED ALONG THE EAST LINE OF LAND OF W.G. HAWKINS AND SAID GILLHAM FROM THE CENTER LINE OF MENTOR AVENUE. THENCE FOLLOWING THE EAST LINE OF LAND OF SAID GILLHAM NORTH 54 DEGREES 30' WEST A DISTANCE OF 548.34 FEET TO THE CENTER LINE OF JACKSON STREET. THENCE FOLLOWING THE CENTER LINE OF JACKSON STREET NORTH 48 DEGREES 27' EAST A DISTANCE OF 3.83 FEET TO THE SOUTH RIGHT OF WAY LINE OF THE N.Y.C & ST. L.R.R. THENCE FOLLOWING SAID RIGHT OF WAY LINE NORTH 63 DEGREES 14' EAST A DISTANCE OF 783.86 FEET TO THE WEST LINE OF LAND OF FRED LYONS. THENCE FOLLOWING THE WEST LINE OF SAID LYONS LAND SOUTH 46 DEGREES 37' EAST A DISTANCE OF 464.60 FEET. THENCE BY A LINE WHICH BEARS SOUTH 64 DEGREES 50' WEST A DISTANCE OF 686.86 FEET TO THE PLACE OF BEGINNING, AND CONTAINING 7.60 ACRES, BE THE SAME MORE OR LESS, BUT SUBJECT TO ALL LEGAL HIGHWAYS.

EXCEPTING FROM THE FOREGOING THE FOLLOWING DESCRIBED PROPERTY:

(Legal Description Continued on Next Page)

**CHICAGO TITLE INSURANCE COMPANY**  
**PRELIMINARY JUDICIAL REPORT**  
**(Description, Continued)**

Order No. 27330817 PAI

SITUATED IN THE TOWNSHIP OF PAINESVILLE, COUNTY OF LAKE AND STATE OF OHIO AND KNOWN AS BEING PART OF ORIGINAL LOT NO. 51, TRACT NO. 4 AND IS FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING IN THE EASTERLY SIDELINE AT HURST ROAD, 50 FEET WIDE, AT ITS INTERSECTION WITH THE SOUTHERLY LINE OF LAND CONVEYED TO LIVING HOMES, INC. BY DEED IN VOLUME 765, PAGE 913 OF THE LAKE COUNTY DEED RECORD, BEING ALSO THE NORTHERLY LINE OF SUBLOT NO. 30 IN THE URBANHURST ALLOTMENT AS RECORDED IN VOLUME "G", PAGE 8 OF LAKE COUNTY PLAT RECORDS:

COURSE I: THENCE NORTH 62 DEG. 12'30" EAST, 109.13 FEET TO A POINT THAT IS LOCATED 5.00 FEET NORTHERLY, BY NORMAL MEASUREMENT FROM SAID LINE OF SAID ALLOTMENT;

COURSE II: THENCE NORTH 64 DEG 50'00" EAST, ALONG A LINE PARALLEL WITH SAID LINE OF SAID ALLOTMENT, 145.49 FEET TO THE PROLONGATION NORTHERLY OF THE EASTERLY LINE OF SUBLOT NO. 29 IN SAID ALLOTMENT:

COURSE III: THENCE SOUTH 25 DEG. 10'00" EAST, ALONG SAID PROLONGATION 5.00 FEET TO THE NORTHEASTERLY CORNER OF SAID SUBLOT NO. 29;

COURSE IV: THENCE 64 DEG. 50'00" WEST ALONG THE NORTHERLY LINE OF SAID SUBLOT NO. 29, AND ALONG THE NORTHERLY LINE OF SAID SUBLOT NO. 30, 254.51 FEET TO THE PLACE OF BEGINNING CONTAINING 0.023 ACRES (1000 SQ FT) OF LAND AS CALCULATED AND DESCRIBED, JUNE. 1975, BY DEBEVEC SALO & ASSOCIATES, INC.

ALSO EXCEPTING THE FOLLOWING:

PT LAKE COUNTY CONDOMINIUM PHASE 1, FILED IN VOLUME Y, PAGE 18; PHASE 2 FILED IN VOLUME Z, PAGE 6 AND PHASE 2A, FILED IN VOLUME 1, PAGE 1B OF LAKE COUNTY PLAT RECORDS.



CHICAGO TITLE INSURANCE COMPANY  
PRELIMINARY JUDICIAL REPORT  
(ENCUMBRANCES, LIENS, AND DEFECTS)

Order No. 27330817 PAI

- A 1. COVENANTS, RESTRICTIONS, RESERVATIONS, LIMITATIONS, CONDITIONS, AGREEMENTS, EASEMENTS AND RIGHTS-OF-WAY, IF ANY.
- B 2. MORTGAGE FROM PEPPER TREE LTD., FILED MARCH 4, 1977, IN THE ORIGINAL AMOUNT OF \$300,000.00, TO ROBERT AKERS OF 3200 NELSON PARK BOULEVARD, ROCKY RIVER, OHIO 44116, OF RECORD IN VOLUME 965, PAGE 215, RECORDER'S OFFICE, LAKE COUNTY, OHIO.

NOTE: THE PRESENT AMOUNT DUE SHOULD BE DETERMINED BY CONTACTING THE CURRENT OWNER OF THE DEBT.

- C 3. MORTGAGE FROM PEPPER TREE LTD., FILED APRIL 27, 1990, IN THE ORIGINAL AMOUNT OF \$748,000.00, TO SECURITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF CLEVELAND, 1413 GOLDEN GATE BOULEVARD, MAYFIELD HTS, CUYAHOGA COUNTY, OHIO, 44124-1800 OF RECORD IN VOLUME 537, PAGE 264, RECORDER'S OFFICE, LAKE COUNTY, OHIO.

NOTE: THE PRESENT AMOUNT DUE SHOULD BE DETERMINED BY CONTACTING THE CURRENT OWNER OF THE DEBT.

- D 4. WAIVER OF PRIORITY FILED FOR RECORD ON APRIL 27, 1990 AND RECORDED IN VOLUME 537, PAGE 271 OF LAKE COUNTY RECORDS, WAIVING THE PRIORITY OF THE MORTGAGE RECORDED IN VOLUME 965, PAGE 215 OF LAKE COUNTY RECORDS IN FAVOR OF MORTGAGE TO SECURITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF CLEVELAND, RECORDED IN VOLUME 537, PAGE 264 OF LAKE COUNTY RECORDS.
- E 5. ASSIGNMENT OF RENTS FROM PEPPER TREE LTD., TO SECURITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF CLEVELAND, FILED FOR RECORD APRIL 27, 1990, OF RECORD IN VOLUME 537, PAGE 273, RECORDER'S OFFICE, LAKE COUNTY, OHIO.
- N 6. NOTICE OF ORDER AND JUDGMENT AFFECTING INTEREST IN REAL ESTATE, FILED FOR RECORD MAY 10, 2005 AND RECORDED IN DOCUMENT NO. 2005R018753 OF LAKE COUNTY RECORDS.
- F 7. MECHANICS' LIEN FOR \$67,985.60, FILED FOR RECORD OCTOBER 18, 2006, BY GERALD GRINDLE, PRESIDENT OF EVERCLEAN RESTORATION, LLC, C/O COSTANZO & LAZZARO, P.L.L., 13317 MADISON AVENUE, LAKEWOOD, OHIO 44107-4814 CLAIMANT, AGAINST J.F. MORGAN AND SONS, LLC, CONTRACTOR AND PEPPERTREE, LTD., OWNER, AND RECORDED IN DOCUMENT NO. 2006R042558, OF LAKE COUNTY RECORDS, UPON PREMISES UNDER EXAMINATION.

NOTE: FAULTY LEGAL DESCRIPTION

NOTE: In addition to the items shown above, the premises herein described, are subject to Zoning Ordinances, if any.  
This is a guarantee of the record title only and is made for the use and benefit of all parties to said proceedings, and the purchaser at judicial sale thereunder.

Dated: August 31, 2007  
at 7:29 a.m.

Chicago Title Insurance Company

**COPY**

Authorized Signatory

# CHICAGO TITLE INSURANCE COMPANY

Order No. 27330817 PAI

## PRELIMINARY JUDICIAL REPORT SCHEDULE B CONTINUED

- g* 8. MORTGAGE FROM PEPPERTREE LTD., FILED FEBRUARY 16, 2007, IN THE ORIGINAL AMOUNT OF \$300,000.00, TO FIRSTMERIT BANK, N.A., 7800 REYNOLDS ROAD, MENTOR, OH 44060 OF RECORD IN DOCUMENT NO. 2007R005570, RECORDER'S OFFICE, LAKE COUNTY, OHIO.

NOTE: THE PRESENT AMOUNT DUE SHOULD BE DETERMINED BY CONTACTING THE CURRENT OWNER OF THE DEBT.

- h* 9. ASSIGNMENT OF RENTS FROM PEPPERTREE LTD., TO FIRSTMERIT BANK, N.A., 7800 REYNOLDS ROAD, MENTOR, OH 44060 FILED FOR RECORD FEBRUARY 16, 2007, OF RECORD IN DOCUMENT NO. 2007R005571, RECORDER'S OFFICE, LAKE COUNTY, OHIO.

- i* 10. PENDING LEGAL ACTION FOR IN THE CIVIL COURT OF LAKE COUNTY, OHIO, BEING CASE NO. 07CV000842 WHEREIN EVERCLEAN RESTORATION, LLC IS DESIGNATED AS PLAINTIFF(S) AND JF MORGAN AND SONS, INC., ET AL IS DESIGNATED AS DEFENDANT(S).

- j* 11. PROPERTY ADDRESS: MENTOR AVENUE, PAINESVILLE, OHIO

- k* 12. THE COUNTY TREASURER'S 2006 GENERAL TAX DUPLICATE SHOWS:

TAXES FOR THE YEAR OF 2006, LISTED IN THE NAME OF PEPPERTREE LTD., (PARCEL NO. 11A-16D-43), AMOUNTING TO \$23,792.06 ARE A LIEN PLUS PENALTY.

TAXES FOR THE YEAR 2007, AMOUNT UNDETERMINED, ARE A LIEN, BUT ARE NOT YET DUE AND PAYABLE.

- l* SPECIAL TAXES WHICH ARE INCLUDED IN THE GENERAL TAXES SET FORTH ABOVE ON PREMISES UNDER EXAMINATION, ARE AS FOLLOWS:

SPECIAL TAXES FOR DELQ. SEWER COUNTY, CODE NO. 10-300, PAYABLE ANNUALLY WITH THE GENERAL TAXES. THE INSTALLMENT(S) FOR THE YEAR OF 2006, AMOUNTING TO \$489.26 ARE A LIEN.

SPECIAL TAXES FOR STORMWATER, CODE NO. 19-901, PAYABLE ANNUALLY WITH THE GENERAL TAXES. THE INSTALLMENT(S) FOR THE YEAR OF 2006, AMOUNTING TO \$300.00 ARE A LIEN.

- m* ADDITIONS OR ABATEMENTS, IF ANY, WHICH MAY HEREAFTER BE MADE BY LEGALLY CONSTITUTED AUTHORITIES ON ACCOUNT OF ERRORS, OMISSIONS OR CHANGES IN THE VALUATION.

STATE OF OHIO )

COUNTY OF CUYAHOGA )

SS. AFFIDAVIT OF MECHANIC'S LIEN

Gerald Grindle, President of Everclean Restoration, LLC, whose address is C/O COSTANZO & LAZZARO, P.L.L., 13317 Madison Avenue, Lakewood, Ohio 44107-4814, being first duly sworn, says that Everclean Restoration, LLC, furnished materials and labor in the furtherance of improvements located on the land hereinafter described, in pursuance of a certain contract with J.F. Morgan and Sons, LLC, the Contractor/Management Company, whose address is 4068 Clark Avenue, Willoughby, Ohio 44094. The first of the materials were furnished on the 3<sup>rd</sup> day of August, 2006. The last of the materials were furnished on the 11<sup>th</sup> day of August, 2006, and there is justly and truly due deponent therefor from the Contract over and above all legal setoffs, the sum of Sixty Seven Thousand Nine Hundred Eighty Five and 60/100 Dollars (\$67,985.60), for which amount deponent claims a lien on the land of which Peppertree, Ltd., an Ohio Limited Liability Company, is the Owner, which premises known for street numbering purposes is Peppertree Units, Painesville, Ohio 44077, Lake County Auditor's Permanent Parcel Number 11A-16D-43 and further described on the back hereof.

EVERCLEAN RESTORATION, LLC

BY: Gerald Grindle  
Gerald Grindle, President

SWORN TO BEFORE ME, and subscribed in my presence this 18<sup>th</sup> day of October, 2006.

Robert G. Seeger  
Notary Public

**THIS INSTRUMENT PREPARED BY:**

COSTANZO & LAZZARO, P.L.L.  
Attorneys and Counselors at Law  
13317 Madison Avenue  
Lakewood, Ohio 44107-4814  
(216) 226-8241  
Fax (216) 226-4712

VIA CERTIFIED MAIL  
RETURN RECEIPT REQUESTED  
#7004 1160 0001 3396 3923  
#7004 1160 0001 3396 3930

ROBERT G. LAZZARO, Attorney  
Ohio - State of Ohio  
has no expiration date.  
147.03 F.C.

2006R042558

LAKE COUNTY OHIO  
RECORDED ON

10-18-2006 12:50 PM

FRANK A SUPONCIC  
LAKE COUNTY RECORDER

REC. FEE: 28.00  
PAGES: 2



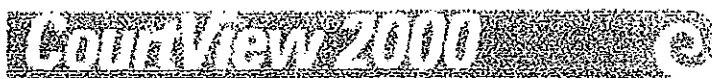
Situated in the Township of Painesville, County of Lake and State of Ohio and known as being part of Original Lot No. 51, Tract No. 4 and is further bound and described as follows:

Beginning in the Easterly sideline of Hurst Road, 50 feet wide, at its intersection with the southerly line of land conveyed to Living Homes, Inc., by deed recorded in Volume 765, Page 913 of Lake County Deed Records, being also the northerly line of Sublot No. 30 in the Urbanhurst Allotment as recorded in Volume "G", Page 8 of Lake County Plat Records:

- Course I Thence North 60 deg. 12' 30" East, 109.13 feet to a point that is located 5.00 feet northerly, by normal measurement, from said line of said Allotment:
- Course II Thence North 64 deg. 50' 00" East, along a line parallel with said line of said allotment 145.49 feet to the prolongation northerly of the easterly line of Sublot No. 29 in said allotment:
- Course III Thence South 25 deg. 10' 00" East, along said prolongation 5.00 feet to the northeasterly corner of said Sublot No. 29:
- Course IV Thence 64 deg. 50' 00" West, along the northerly line of said Sublot No. 29, and along the northerly line of said Sublot No. 30, 254.51 feet to the parcel of beginning containing 0.023 acres (1000 sq. ft.) of land as calculated and described June, 1975, by Debevec Salo & Associates, Inc., be the same more or less, but subject to all legal highways.

Also Known As: Peppertree Units, Painesville, Ohio 44077  
Permanent Parcel No.: 11A-16D-43

42558



## General Inquiry



New Search...

Summary

Parties

Events

Dockets

Fields

Notes

Disposition

Costs

## CIVIL - Summary



07CV000842 EVERCLEAN RESTORATION LLC vs . JF MORGAN AND SONS INC et al EAL

## Prelim Case Nbr

## Defendant

## Full Name

JF MORGAN AND SONS INC

## D.O.B

## Address

4068 CLARK AVENUE

## City/State/Zip

WILLOUGHBY OH 44094

## Attorney(s)

MURRAY, MICHAEL D

## Jurisdiction

## Case Information

## Degree of Off.

## Offense Date

## Arrest Date

## Officer

## Complainant

## Prosecutor

## Judge

LUCCL, EUGENE A.

## Additional Fields

additional information

## Case Comments

## Case Attributes

Number 07CV000842

Filed 03/23/2007

Status Open

Incomplete ☐

## Charge(s)

Charge

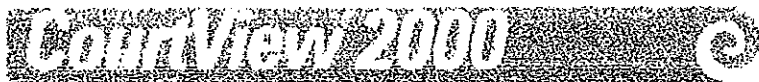
Action Code

Indict Charge

Amd Charge

Disposition Code

Counts

**General Inquiry**

New Search...

Summary

Parties

Events

Dockets

Fields

Notes

Disposition

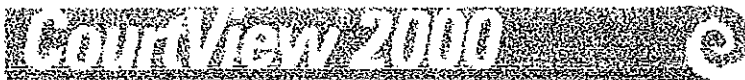
Costs

**Case Parties**

07CV000842 EVERCLEAN RESTORATION LLC vs . JF MORGAN AND SONS INC et al EAL

| Name                             | Type      | Disposition | Special |
|----------------------------------|-----------|-------------|---------|
| <u>EVERCLEAN RESTORATION LLC</u> | Plaintiff |             |         |
| <u>JF MORGAN AND SONS INC</u>    | Defendant |             |         |
| <u>MORGAN, DENNIS M</u>          | Defendant |             |         |
| <u>PEPPERTREE LTD</u>            | Defendant |             |         |
| <u>DROBNICK, CLIFFORD S</u>      | Defendant |             |         |





## General Inquiry



New Search...

Summary

Parties

Events

Dockets

Fields

Notes

Disposition

Costs

## Docket Search

07CV000842 EVERCLEAN RESTORATION LLC vs. JF MORGAN AND SONS INC et al EAL

## Search Criteria

Docket  
Desc.

ALL

Begin Date

Sort

End Date

Ascending  
Descending

## Search

Search Results 24 Docket(s) found matching search criteria.

| Docket Date | Docket Text                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Amount | Amount Due | Images |
|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|------------|--------|
| 03/23/2007  | Initial civil action deposit Receipt: 37952<br>Date: 03/23/2007                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 31.00  | 0.00       |        |
| 03/23/2007  | Complaint, case designation sheet, pre-trial order, filed. Receipt: 37952 Date: 03/23/2007                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 159.00 | 0.00       |        |
| 03/26/2007  | Issue Date: 03/26/2007 Service: Summons and all pleadings listed - certified mail Method: CERTIFIED MAIL Cost Per: writs \$8.00 postage \$20.48 JF MORGAN AND SONS INC 4068 CLARK AVENUE WILLOUGHBY, OH 44094 Tracking No: 71603901984988190261 MORGAN, DENNIS M STATUTORY AGENT 4068 CLARK AVENUE WILLOUGHBY, OH 44094 Tracking No: 71603901984988190278 PEPPERTREE LTD PEPPERTREE UNITS PAINESVILLE, OH 44077 Tracking No: 71603901984988190285 DROBNICK, CLIFFORD S STATUTORY AGENT 8159 KNIGHTSBRIDGE LANE MENTOR, OH 44060 Tracking No: 71603901984988190292 | 28.48  | 28.48      |        |
| 03/29/2007  | Certified Return Receipt # 7160 3901 9849 8819 0261 to JF Morgan and Sons Inc. signed, delivery date 3-28-07. filed,                                                                                                                                                                                                                                                                                                                                                                                                                                              | 0.00   | 0.00       |        |

|            |                                                                                                                                                                                                                     |           |
|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| dh         |                                                                                                                                                                                                                     |           |
| 03/29/2007 | Certified Return Receipt # 7160 3901<br>9849 8819 0278 to Dennis M. Morgan,<br>signed, delivery date 3-28-07. filed, dh                                                                                             | 0.00 0.00 |
| 03/29/2007 | Certified Return Receipt # 7170 3901<br>9849 8819 0285 to Peppertree LTD,<br>returned to sender, Insufficient address,<br>filed, dh                                                                                 | 0.00 0.00 |
| 03/30/2007 | Notice of failure of service issued to<br>attorney Ziccarelli by regular mail. dh                                                                                                                                   | 2.00 2.00 |
| 03/30/2007 | Certified Return Receipt # 7160 3901<br>9849 8819 0292 to Clifford S Drobnick,<br>signed, delivery date 3-28-07. filed, dh                                                                                          | 0.00 0.00 |
| 04/19/2007 | Instructions for service, filed.                                                                                                                                                                                    | 0.00 0.00 |
| 04/19/2007 | Summons, copy of complaint and any and<br>all additional pleadings listed, issued by<br>certified mail ##71603901984988234354<br>to Peppertree LTD                                                                  | 4.64 4.64 |
| 04/23/2007 | Certified Return Receipt # 7160 3901<br>9849 8823 4354 to Peppertree LTD,<br>returned to sender, attempted not known,<br>and filed, dh                                                                              | 0.00 0.00 |
| 04/23/2007 | Notice of failure of service issued to<br>attorney Ziccarelli by regular mail. dh                                                                                                                                   | 2.00 2.00 |
| 04/25/2007 | Stipulation for enlargement of time,<br>certificate of service, filed, (atty.<br>Labovitz), dh                                                                                                                      | 0.00 0.00 |
| 04/30/2007 | JOURNAL ENTRY FILED: Order<br>granting stipulation for enlargement of<br>time. see order. dh vol. 1684 pg 850                                                                                                       | 2.00 2.00 |
| 04/30/2007 | JOURNAL ENTRY FILED: A thirty day<br>leave is granted to J.F.Morgan & Sons and<br>Dennis Morgan to plead or respond to<br>plaintiff's complaint. see order dh vol 1684<br>pg 848-849                                | 2.00 2.00 |
| 05/21/2007 | Motion for enlargement of time, certificate<br>of service, filed, dh Attorney:<br>LABOVITZ, HARVEY (0021851)                                                                                                        | 0.00 0.00 |
| 05/23/2007 | Answer of defendant J.F. Morgan and<br>Sons, Inc. and Dennis M. Morgan and J.F.<br>Morgan and Sons, Inc's cross-claim<br>against defendant Peppertree, Ltd,<br>certificate of service, (atty. Murray), dh,<br>filed | 0.00 0.00 |
| 05/31/2007 | Separate answer, counterclaim and<br>crossclaim of defendant Peppertree Ltd.,<br>certificate of service, (atty. Labovitz), dh                                                                                       | 0.00 0.00 |
| 06/12/2007 | JOURNAL ENTRY FILED: Order<br>granting motion for enlargement of time.<br>see order. dh vol. 1693 pg. 976                                                                                                           | 2.00 2.00 |
| 06/13/2007 | Reply of Peppertree, Ltd. to cross-claim of<br>J.F. Morgan and Sons Inc. and Dennis M.<br>Morgan, certificate of service, filed, (atty.                                                                             | 0.00 0.00 |

Labovitz), dh

|            |                                                                                                                                                             |      |      |
|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------|
| 06/14/2007 | Reply to counterclaim defendant<br>Peppertree Ltd., proof of service, filed,<br>(atty. Zicarelli), dh                                                       | 0.00 | 0.00 |
| 06/18/2007 | Defendant J.F. Morgan & Sons and<br>Dennis M. Morgan's answer to defendant<br>Peppertree's crossclaim, certificate of<br>service, filed, (atty. Murray), dh | 0.00 | 0.00 |
| 07/17/2007 | Scheduled Event: Pre-trial Date:<br>09/05/2007 Time: 2:00 pm Judge: LUCCI,<br>EUGENE A. Location:                                                           | 0.00 | 0.00 |
| 07/17/2007 | Scheduled Event: Non-Jury Trial Date:<br>01/18/2008 Time: 9:00 am Judge: LUCCI,<br>EUGENE A. Location:                                                      | 0.00 | 0.00 |



# 1<sup>st</sup> and 2<sup>nd</sup> Mortgage Payoff Figures as of February 20, 2008

**FIRSTMERIT TITLE AGENCY, LTD.**

106 S. Main  
Akron, OH 44308  
(330) 252-8250  
(330) 252-8253 (Fax)

**LIEN REPORT**

Information in the following report was taken from public records of the county in which the property is located. This report is intended solely for the use of our client. This is not an opinion of title or title insurance policy.

**FMTA FILE NUMBER: LS641**

**EFFECTIVE DATE: 09/20/06**

**PROPERTY ADDRESS:**

Mentor Rear Ave.  
Painesville OH

**LEGAL DESCRIPTION: See Attached Exhibit A**

**PROPERTY VESTED AS FOLLOWS:**

Peppertree, LTD., an Ohio Limited Liability Company  
as evidenced in a deed recorded on December 17, 1998 in Instrument #980058278, of Lake  
County, Ohio Records.

**TAXES FOR SUBJECT PROPERTY:**

County Treasurer's General Tax Duplicate shows:

Taxes and Assessments for the 2nd half of 2005 on Parcel No. 11-A-016-D-00-043-0 in the name  
(s) of Peppertree LTD. on caption premises in the amount of \$12,393.21 are PAID.

Taxes for the 1st half of the year 2006 are a lien, not yet due and payable.

**Land Value:**

|              |              |
|--------------|--------------|
| Land         | \$91,970.00  |
| Improvements | \$319,430.00 |
| Total        | \$411,400.00 |

Special taxes and assessments of any kind, if any.

Assessment, Homestead Exemption or Delinquency included in the above amount as follows:

NONE.

**LIENS OF RECORD:**

A.) Mortgage from Peppertree Ltd. to Robert Akers, filed March 4, 1977 and recorded in Volume 965, Page 215 of the Lake County, Ohio Records, in the amount of \$300,000.00.

NOTE: A Waiver of Priority was executed on the above referred to mortgage by Robert Akers to Security Federal, filed April 27, 1990 and recorded in Volume 537, Page 271

B.) Mortgage from Peppertree Ltd. , an Ohio General Partnership, to Security Federal Savings and Loan Association of Cleveland dated March 29, 1990, filed April 27, 1990 and recorded in Volume # 537, Page 273 of the Lake County, Ohio Records, in the amount of \$748,000.00.

Assignment of Rents from Peppertree Ltd. to Security Federal dated March 29, 1990, filed April 27, 1990 and recorded in Volume 537, Page 273 of the Lake County, Ohio Records,



## EXHIBIT A

Situated in the Township of Painesville, County of Lake and State of Ohio: And known as being a part of Lots 6 and 7 in The Goodrich Survey in the Township of Painesville, County of Lake and State of Ohio, also as Lots 51 and 52 originally of Concord Township, and is bounded and described as follows:

Beginning in the East line of land of August H. Gillham and at a point North 54 degrees 02' West a distance of 714.76 feet measured along the East line of land of W. G. Hawkins and said Gillham from the center line of Mentor Avenue, Thence following the East line of land of said Gillham North 54 degrees 30' West a distance of 548.34 feet to the center line of Jackson Street. Thence following the center line of Jackson Street North 48 degrees 27' East a distance of 3.83 feet to the South right of way line of the N. Y. C. & St. L. R. R. Thence following said right of way line North 68 degrees 14' East a distance of 783.86 feet to the West line of land of Fred Lyons, Thence following the West line of said Lyons land South 46 degrees 37' East a distance of 464.60 feet. Thence by a line which bears South 64 degrees 50' West a distance of 686.86 feet to the place of beginning, and containing 7.60 acres, be the same more or less, but subject to all legal highways.

Excepting from the foregoing the following described property:

Situated in the Township of Painesville, County of Lake and State of Ohio and known as being part of Original Lot No. 51, Tract No. 4 and is further bounded and described as follows:

Beginning in the Easterly sideline of Hurst Road, 50 feet wide, at its intersection with the southerly line of land conveyed to Living Homes, Inc. By deed in Volume 765, Page 913 of the Lake County Deed Records, being also the northerly line of Sublot No. 30 in the Urbanhurst Allotment as recorded in Volume "G", Page 8 of Lake County Plat Records;

Course I Thence North 62 deg. 12' 30" East, 109.13 feet to a point that is located 5.00 feet northerly, by normal measurement, from said line of said Allotment;

Course II Thence North 64 deg. 50' 00" East, along a line parallel with said line of said allotment, 145.49 feet to the prolongation northerly of the easterly line of Sublot No. 29 in said allotment;

Course III Thence South 25 deg. 10 deg. 00" East, along said prolongation 5.00 feet to the northeasterly corner of said Sublot No. 29;

Course IV Thence 64 deg. 50' 00" West, along the northerly line of said Sublot No. 29, and along the northerly line of said Sublot No. 30, 254.51 feet to the place of beginning containing 0.023 acres (1000 sq. ft) of land as calculated and described, June, 1975, by Debevec Salo & Associates, Inc.

## ALSO EXCEPTING THE FOLLOWING:

Pt Lake County Condominium Phase 1, filed in Volume Y, Page 18; Phase 2 filed in Volume 2, Page 6 and Phase 2A, filed in Volume 1, Page 18 of Lake County Plat Records.

Permanent Parcel No. 11A-16D-43


**TICOR TITLE  
INSURANCE**

## Policy of Title Insurance

**SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS CONTAINED IN SCHEDULE B AND THE PROVISIONS OF THE CONDITIONS AND STIPULATIONS HEREOF, TICOR TITLE INSURANCE COMPANY** (a Stock Company), a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule A, and costs, attorneys' fees and expenses which the Company may become obligated to pay hereunder, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested otherwise than as stated therein;
2. Any defect in or lien or encumbrance on such title;
3. Lack of a right of access to and from the land;
4. Unmarketability of such title;
5. The invalidity or unenforceability of the lien of the insured mortgage upon said estate or interest except to the extent that such invalidity or unenforceability, or claim thereof, arises out of the transaction evidenced by the insured mortgage and is based upon:
  - a. usury, or
  - b. any consumer credit protection or truth in lending law;
6. The priority of any lien or encumbrance over the lien of the insured mortgage;
7. Any statutory lien for labor or material which now has gained or hereafter may gain priority over the lien of the insured mortgage, except any such lien arising from an improvement on the land contracted for and commenced subsequent to Date of Policy not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance; or
8. The invalidity or unenforceability of any assignment, shown in Schedule A, of the insured mortgage or the failure of said assignment to vest title to the insured mortgage in the named insured assignee free and clear of all liens.

This policy shall not be valid or binding until countersigned below by a validating signatory of the Company.

### TICOR TITLE INSURANCE COMPANY

By

President

Attest

Secretary

Countersigned; STATE TITLE COMPANY

 By Karen M. Danks  
Validating Signatory

# Schedule of Exclusions from Coverage

The following matters are expressly excluded from the coverage of this policy:

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for labor or material).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

## Conditions and Stipulations

### 1. Definition of Terms

The following terms when used in this policy mean:

- (a) "insured": the insured named in Schedule A. The term "insured" also includes (i) the owner of the indebtedness secured by the insured mortgage and each successor in ownership of such indebtedness (reserving, however, all rights and defenses as to any such successor who acquires the indebtedness by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin or corporate or fiduciary successors that the Company would have had against the successor's transferor), and further includes (ii) any governmental agency or instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing said indebtedness, or any part thereof, whether named as an insured herein or not, and (iii) the parties designated in paragraph 2 (a) of these Conditions and Stipulations.
- (b) "insured claimant": an insured claiming loss or damage hereunder.
- (c) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of any public records.
- (d) "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, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.
- (e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (f) "public records": those records which by law impart constructive notice of matters relating to said land.

### 2. Continuation of Insurance after Acquisition of Title

- (a) This policy shall continue in force as of Date of Policy in favor of an insured who acquires all or any part of the estate or interest in the land described in Schedule A by foreclosure, trustee's sale, conveyance in lieu of foreclosure, or other legal manner which discharges the lien of the insured mortgage, and if the insured is a corporation, its transferee of the estate or interest so acquired, provided the transferee is the parent or wholly owned subsidiary of the insured; and in favor of any governmental agency or instrumentality which acquires all or any part of the estate or interest pursuant to a contract of insurance or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage; provided that the amount of insurance hereunder after such acquisition, exclusive of costs, attorneys' fees and expenses which the Company may become obligated to pay, shall not exceed the least of:
  - (i) the amount of insurance stated in Schedule A;
  - (ii) the amount of the unpaid principal of the indebtedness as defined in paragraph 8 hereof, plus interest thereon, expenses of foreclosure and amounts advanced to protect the lien of the insured mortgage and secured by said

insured mortgage at the time of acquisition of such estate or interest in the land; or

- (iii) the amount paid by any governmental agency or instrumentality, if such agency or instrumentality is the insured claimant, in the acquisition of such estate or interest in satisfaction of its insurance contract or guaranty.

### (b) Continuation of Insurance after Conveyance of Title

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured so long as such insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from such insured, or so long as such insured shall have liability by reason of covenants of warranty made by such insured in any transfer or conveyance of such estate or interest; provided, however, this policy shall not continue in force in favor of any purchaser from such insured of either said estate or interest or the indebtedness secured by a purchase money mortgage given to such insured.

### 3. Defense and Prosecution of Actions — Notice of Claim to be Given by an Insured Claimant

- (a) The Company, at its own cost and without undue delay, shall provide for the defense of an insured in all litigation consisting of actions or proceedings commenced against such insured, or defenses, restraining orders or injunctions interposed against a foreclosure of the insured mortgage or a defense interposed against an insured in an action to enforce a contract for a sale of the indebtedness secured by the insured mortgage, or a sale of the estate or interest in said land, to the extent that such litigation is founded upon an alleged defect, lien, encumbrance, or other matter insured against by this policy.
- (b) The insured shall notify the Company promptly in writing (i) in case any action or proceeding is begun or defense or restraining order or injunction is interposed as set forth in (a) above, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest or the lien of the insured mortgage, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest or the lien of the insured mortgage, as insured, is rejected as unmarketable. If such prompt notice shall not be given to the Company, then as to such insured all liability of the Company shall cease and terminate in regard to the matter or matters for which such prompt notice is required; provided, however, that failure to notify shall in no case prejudice the rights of any such insured under this policy unless the Company shall be prejudiced by such failure and then only to the extent of such prejudice.
- (c) The Company shall have the right at its own cost to institute and without undue delay prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured; and the Company may take any appropriate action under the terms of this policy, whether or not it shall be liable thereunder, and shall not thereby concede liability or waive any provision of this policy.

(Conditions and Stipulations Continued and Concluded on Last Page of This Policy)

L9 309747

P-11148

## Schedule B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

### Part I

1. Taxes and Assessments for the Last Half 1989 and thereafter, not yet due and payable.  
Taxes and Assessments for the First Half 1989 are paid.
2. Agreement in the Deed, from Missouri B. Phillips, widow to Earle L. Johnson, dated June 23, 1926 and recorded in Volume 108, Page 60 of Lake County records.
3. Easement for Sewer Line from Paul F. King and Lillian J. King, husband and wife to Board of County Commissioners, Lake County, Ohio dated January 17, 1963 and recorded in Volume 580, Page 455 of Lake County Records.
4. Declaration of Condominium Ownership for Pepper Tree Lake County Condominium recorded in Deed Volume 856, Page 233, as shown by the recorded Plat in Volume Y, Page 18 of Lake County Records.
5. First Amendment to Declaration of Condominium Ownership as recorded in Deed Volume 868, Page 1138, as shown by the recorded Plat in Volume Z, Page 6 of Lake County Records.
6. Second Amendment to Declaration of Condominium Ownership for Pepper Tree Lake County Condominium, dated January 9, 1981, filed and recorded in Volume 881, Page 760, Plat Volume 1, Page 18 of Lake County Records.

### Part II

In addition to the matters set forth in Part I of this Schedule, the title to the estate or interest in the land described or referred to in Schedule A is subject to the following matters, if any be shown, but the Company insures that these matters are subordinate to the lien or charge of the insured mortgage upon the estate or interest:  
Open-End Mortgage Deed and Security Agreement in the amount of \$300,000.00 from Pepper Tree Ltd., an Ohio General Partnership to Robert Akers, dated March 4, 1977, filed March 4, 1977 at 3:26 p.m. and recorded in Volume 965, Page 215 of Lake County Records.



**Schedule B (Continued)**

No. L9 309747 P-11148

7. Easement from Pepper Tree, Ltd., an Ohio General Partnership, dated September 9, 1977 filed for record October 13, 1977, and recorded in Volume 971, Page 1085 of Lake County Records, over and through Parcel B and shall permit the owner of Parcel A and any person, firm or corporation owning or holding title to all or any part of Parcel A, their respective heirs, executors, administrators, successors and assigns, and their respective agents, servants, tenants, visitors, licensees and other permitted persons, firms or corporations to freely pass and repass, on foot or in or by vehicle or otherwise, over and through all or any part of Parcel B, it being the intention that Parcel B and the use thereof will permit all permitted persons, firms and corporations described herein to have full and complete ingress and regress to and from Parcel A, over and through Parcel B. Pepper Tree, its successors and assigns, and all persons, firms or corporations, at any time holding title to Parcel A, or any part of Parcel A, may use the easement and right of way described herein, over and through Parcel B, so as to permit said persons, firms or corporations to have full and complete access, over and through Parcel B, to all or any part of Parcel A.
8. Easement Agreement by and between Pepper Tree Ltd., an Ohio General Partnership and Pepper Tree Lake County Condominium Unit Owners Association, Inc., dated February 26, 1979, filed for record February 27, 1979, and recorded in Volume 1028, Page 906 of Lake County Records, granting the non-exclusive easement and right-of-way hereby established by Grantor upon, over, through and across the Easement Parcel for the Drive shall permit all persons for whose benefit such easement and right-of-way is hereby established, to have the right at any time or times to pass and repass upon, over, through or across the Drive for any and all purposes, with vehicles or upon foot, for passageway purposes and as a means of ingress or regress through and from all or any part of the Condominium Property, and/or all or any part of any additions to the Condominium Property which additions may be made pursuant to the terms of the Declaration.
9. Modification and Expansion of Easement Agreement, by and between Pepper Tree Ltd., An Ohio General Partnership and Pepper Tree Lake County Condominium Unit Association, Inc., dated July 12, 1979, filed for record July 18, 1979, and recorded in Volume 1029, Page 149 of Lake County Records.

**Schedule B (Continued)**

No. L9 309747

P-11148

10. Easement from Pepper Tree Ltd., A General Partnership, to the Ohio Bell Telephone Company, dated January 5, 1979, filed for record January 29, 1979, and recorded in Volume 1028, Page 716 of Lake County Records, to install, construct, reconstruct, operate, maintain, repair, supplement and remove, at any time or times hereafter, its underground communication systems, together with all such communication facilities, including conduits, manholes, cables, wires, fixtures and appurtenances, as it may from time to time require or deem proper therefor, in, under, over and upon a strip of land across the property and/or along the highway adjoining the property which we own, or in which we have an interest.
11. Easement from Pepper Tree Ltd., A General Partnership, to The Ohio Bell Telephone Company, dated June 25, 1979, filed for record July 19, 1979, and recorded in Volume 1029, Page 163 of Lake County Records, to install, construct, reconstruct, operate, maintain, repair, supplement and remove, at any time or times hereafter, its underground communication systems, together with all such communication facilities, including conduits, manholes, cables, wires, fixtures and appurtenances, as it may from time to time, require or deem proper therefor, in, under, over and upon a strip of land across the property and/or along the highway adjoining the property which we own, or in which we have an interest.
12. Easement from Pepper Tree Ltd., A General Partnership, to The Ohio Bell Telephone Company, dated June 25, 1979, filed for record July 19, 1979, and recorded in Volume 1029, Page 166 of Lake County Records, to install, construct, reconstruct, operate, maintain, repair, supplement and remove, at any time or times hereafter, its underground communication systems, together with all such communication facilities, including conduits, manholes, cables, wires, fixtures and appurtenances, as it may from time to time require or deem proper therefor, in, under, over and upon a strip of land across the property and/or along the highway adjoining the property which we own, or in which we have an interest.
13. Easement from Pepper Tree Ltd., A General Partnership, to The Ohio Bell Telephone Company, dated June 25, 1979, filed for record July 19, 1979, and recorded in Volume 1029, Page 170 of Lake County Records, to install, construct, reconstruct, operate, maintain, repair, supplement and remove at any time or times hereafter, its underground communication systems, together with all such communication facilities, including conduits, manholes, cables, wires, fixtures and

**Schedule B (Continued)**

No.

L9 309747

P-11148

appurtenances, as it may from time to time require or deem proper therefor, in, under, over and upon a strip of land across the property and/or along the highway adjoining the property which we own, or in which we have an interest.

14. This Policy does not insure quantity of land shown in Schedule A.
15. Waiver of Priority of Mortgage recorded in Volume 965, Page 215, dated April 23, 1990, filed April 27, 1990 at 10:07 a.m. and recorded in Volume 537, Page 271 of Lake County Records.
16. Assignment of Rents and Leases dated March 29, 1990, filed April 27, 1990 at 10:08 a.m. and recorded in Volume 537, Page 273 of Lake County Records.

END OF SCHEDULE B

(d) Whenever the Company shall have brought any action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any such litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(e) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured hereunder shall secure to the Company the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such insured for such purpose. Whenever requested by the Company, such insured shall give the Company all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and the Company shall reimburse such insured for any expense so incurred.

#### 4. Notice of Loss — Limitation of Action

In addition to the notices required under paragraph 3 (b) of these Conditions and Stipulations, a statement in writing of any loss or damage for which it is claimed the Company is liable under this policy shall be furnished to the Company within 90 days after such loss or damage shall have been determined and no right of action shall accrue to an insured claimant until 30 days after such statement shall have been furnished. Failure to furnish such statement of loss or damage shall terminate any liability of the Company under this policy as to such loss or damage.

#### 5. Options to Pay or Otherwise Settle Claims

The Company shall have the option to pay or otherwise settle for or in the name of an insured claimant any claim insured against or to terminate all liability and obligations of the Company hereunder by paying or tendering payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred up to the time of such payment or tender of payment by the insured claimant and authorized by the Company. In case loss or damage is claimed under this policy by an insured, the Company shall have the further option to purchase such indebtedness for the amount owing thereon together with all costs, attorneys' fees and expenses which the Company is obligated hereunder to pay. If the Company offers to purchase said indebtedness as herein provided, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage and any collateral securing the same to the Company upon payment therefor as herein provided.

#### 6. Determination and Payment of Loss

(a) The liability of the Company under this policy shall in no case exceed the least of:

- (i) the actual loss of the insured claimant; or
- (ii) the amount of insurance stated in Schedule A, or, if applicable, the amount of insurance as defined in paragraph 2 (a) hereof; or
- (iii) the amount of the indebtedness secured by the insured mortgage as determined under paragraph 8 hereof, at the time the loss or damage insured against hereunder occurs, together with interest thereon.

(b) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon an insured in litigation carried on by the Company for such insured, and all costs, attorneys' fees and expenses in litigation carried on by such insured with the written authorization of the Company.

(c) When liability has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within 30 days thereafter.

#### 7. Limitation of Liability

No claim shall arise or be maintainable under this policy

(a) if the Company, after having received notice of an alleged defect, lien or encumbrance insured against hereunder, by litigation or otherwise, removes such defect, lien or encumbrance or establishes the title, or the lien of the insured mortgage, as insured, within a reasonable time after receipt of such notice;

(b) in the event of litigation until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title or to the lien of the insured mortgage, as insured, as provided in paragraph 3 hereof; or

(c) for liability voluntarily assumed by an insured in settling any claim or suit without prior written consent of the Company.

#### 8. Reduction of Liability

(a) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto; provided, however, such payments, prior to the acquisition of title to said estate or interest as provided in paragraph 2 (a) of these Conditions and Stipulations, shall not reduce pro tanto the amount of the insurance afforded hereunder except to the extent that such payments reduce the amount of the indebtedness secured by the insured mortgage.

Payment in full by any person or voluntary satisfaction or release of the insured mortgage shall terminate all liability of the Company except as provided in paragraph 2 (a) hereof.

(b) The liability of the Company shall not be increased by additional principal indebtedness created subsequent to Date of Policy, except as to amounts advanced to protect the lien of the insured mortgage and secured thereby. No payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

#### 9. Liability Noncumulative

If the insured acquires title to the estate or interest in satisfaction on the indebtedness secured by the insured mortgage, or any part thereof, it is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage hereafter executed by an insured which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy.

#### 10. Subrogation upon Payment or Settlement

Whenever the Company shall have settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant, except that the owner of the indebtedness secured by the insured mortgage may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the lien of the insured mortgage, or release any collateral security for the indebtedness, provided such act occurs prior to receipt by the insured of notice of any claim of title or interest adverse to the title to the estate or interest or the priority of the lien of the insured mortgage and does not result in any loss of priority of the lien of the insured mortgage. The Company shall be subrogated to and be entitled to all rights and remedies which such insured claimant would have had against any person or property in respect to such claim had this policy not been issued, and if requested by the Company, such insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation and shall permit the Company to use the name of such insured claimant in any transaction or litigation involving such rights or remedies. If the payment does not cover the loss of such insured claimant, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss, but such subrogation shall be in subordination to the insured mortgage. If loss or priority should result from any act of such insured claimant, such act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation.

#### 11. Liability Limited to this Policy

This instrument together with all endorsements and other instruments, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the lien of the insured mortgage or of the title to the estate or interest covered hereby or any action asserting such claim, shall be restricted to the provisions and conditions and stipulations of this policy. No amendment of or endorsement to this policy can be made except by writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

#### 12. Notices, Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to its Principal Office, Claims Department, 6300 Wilshire Boulevard, P.O. Box 92792, Los Angeles, California 90009.



# Schedule A

Agent's Order No.:

1148

| Number          | Amount of Insurance<br>(No Cents) | Date of Policy                  |
|-----------------|-----------------------------------|---------------------------------|
| LOAN L 9 309747 | \$ 748,000.00                     | April 27, 1990<br>at 10:08 a.m. |

1. Name of Insured: Security Federal Savings and Loan Association of Cleveland and/or its successors and assigns as their interest may appear.

2. The title to the Fee Simple estate in said land is at the date hereof vested in:

Pepper Tree, Ltd., An Ohio General Partnership

3. The mortgage and assignments, if any, covered by this policy are described as follows:

Open-End Mortgage from Pepper Tree Ltd., An Ohio General Partnership, to Security Federal Savings and Loan Association of Cleveland, in the amount of \$748,000.00, dated March 29, 1990, filed April 27, 1990 at 10:06 a.m. and recorded in Volume 537, Page 264 of Lake County Records.

4. The land referred to in this policy is located in the county of Lake  
State of OHIO and described as follows:  
Situated in the Township of Painesville, County of Lake and State  
of Ohio :

Parcel No. 1:

and known as being part of Lot No. 51, Tract 4 in said Township  
and is further bounded and described as follows:

**Schedule A (Continued)**

No. L9 309747

P-11148

Beginning in the centerline of Jackson Street, 50 feet wide, at its intersection with the southerly Right-of-Way line of the Norfolk and Western Railroad Company;

Thence North 68 Degrees 08' 46" East, along the southerly Right-of-Way Line of said Norfolk and Western Railroad Company, 783.86 feet to the northwesterly corner of land conveyed to the Norfolk and Western Railroad Company by deed recorded in Volume 17, Page 134 of Lake County Deed Records;

Thence South 46 degrees 41' 07" East along the westerly line of said land of Norfolk and Western Railroad Company, 153.40 feet to the Principal Place of Beginning:

- COURSE I: Thence continuing South 46 degrees 41' 07" East along said westerly line of land of Norfolk and Western Railroad Company and the westerly line of land conveyed to Thomas H. Page by deed recorded in Volume 672, Page 565 of Lake County Deed Records, 257.32 feet to a point;
- COURSE II: Thence South 64 degrees 43' 57" West, 215.68 feet to a point;
- COURSE III: Thence North 55 degrees 00' 00" West, 25.57 feet to a point;
- COURSE IV: Thence North 19 degrees 21' 47" West, 230.02 feet to a point;
- COURSE V: Thence North 70 degrees 38' 13" East, 111.33 feet to the Principal Place of beginning containing 0.953 acre of land as calculated and described in September 1977 by Debevec Salo & Associates, Inc., Civil Engineers and Surveyors, be the same more or less, but subject to all legal highways.

EXCEPTING AND RESERVING THEREFROM THE FOLLOWING DESCRIBED PREMISES:

Situated in the Township of Painesville, County of Lake and State of Ohio and known as being part of Lot No. 51, Tract 4 in said Township and is further bounded and described as follows:

Beginning in the centerline of Jackson Street, 50 feet wide, at its intersection with the southerly Right-of-Way line of the Norfolk and Western Railroad Company:

**Schedule A (Continued)**

No. L9 309747

P-11148

Thence North 68 degrees 08' 46" East, along the southerly Right-of-Way line of said Norfolk and Western Railroad Company, 783.86 feet to the northwesterly corner of land conveyed to the Norfolk and Western Railroad Company by deed recorded in Volume 17, Page 134 of Lake County Deed Records;

Thence South 46 degrees 41' 07" East along the westerly line of said land of Norfolk and Western Railroad Company, 153.40 feet to the Principal Place of Beginning:

COURSE I: Thence continuing South 46 degrees 41' 07" East along said westerly line of land of Norfolk and Western Railroad Company and the westerly line of land conveyed to Thomas H. Page by deed recorded in Volume 672, Page 565 of Lake County Deed Records, 154.99 feet to a point;

COURSE II: Thence South 70 degrees 38' 13" West, 118.97 feet to a point;

COURSE III: Thence North 19 degrees 21' 47" West, 60.00 feet to a point;

COURSE IV: Thence South 70 degrees 38' 13" West, 63.50 feet to a point;

COURSE V: Thence North 19 degrees 21' 47" West, 77.70 feet to a point;

COURSE VI: Thence North 70 degrees 38' 13" East, 111.33 feet to the Principal Place of Beginning, containing 0.38 Acre of land as calculated and described in December 1980 by Debevec-Salo & Associates, Inc., Civil Engineers and Surveyors, be the same more or less, but subject to all legal highways.

**PARCEL NO. 2:**

and known as being part of Lot No. 51, Tract 4 in said Township and is further bounded and described as follows:

Beginning in the centerline of Jackson Street, 50 feet wide, at its intersection with the southerly Right-of-Way line of the Norfolk and Western Railroad Company:

**Schedule A (Continued)**

No.

L9 309747

P-11148

- COURSE I: Thence North 68 degrees 08'46" East along the southerly Right-of-Way line of said Norfolk and Western Railroad Company, 273.51 feet to a point;
- COURSE II: Thence South 54 degrees 44' 53" East, 195.60 feet to a point;
- COURSE III: Thence South 35 degrees 15' 07" West, 33.64 feet to a point;
- COURSE IV: Thence South 19 degrees 21' 47" East, 227.12 feet to a point;
- COURSE V: Thence South 64 degrees 43' 57" West, 78.50 feet to a point in the northeasterly line of land conveyed to Vincent I. and Mary Panzarella by deed recorded in Volume 459, Page 536 of Lake County Deed Records.
- COURSE VI: Thence North 54 degrees 44' 53" West along said northeasterly line of Panzarella, 491.57 feet to a point in said centerline of Jackson Street;
- COURSE VII: Thence North 48 degrees 24' 49" East along said centerline of Jackson Street, 3.94 feet to the Principal Place of Beginning, containing 1.99 acres of land as calculated and described in October 1978 by Debevec Salo & Associates, Inc., Civil Engineers & Surveyors, be the same more or less, but subject to all legal highways.

**PARCEL NO. 3:**

Together with, and subject to, the appurtenant easements and rights-of-way for ingress, egress and utility purposes created for the benefit for Parcel No. 1, above, and more land, in a certain easement agreement by and between Grantor herein and P-T Lake County Condominium Unit Owners Association, Inc., dated February 26, 1979 and recorded in Lake County Mortgage Volume 1028, Page 906 and a certain modification and expansion of easement agreement by and between the aforesaid parties dated July 12, 1979, filed for record July 18, 1979 and recorded in Volume 1029, Page 149 of Lake County Records.



**Schedule <sub>A</sub> (Continued)**

No.

L9 309747

P-11148

PARCEL NO. 4

Together with, and subject to, the appurtenant easements and rights-of-way for ingress, egress and utility purposes created for the benefit for Parcel No. 2, above, and more land, in a certain easement agreement by and between Grantor herein and P-T Lake County Condominium Unit Owners Association, Inc., dated February 26, 1979 and recorded in Lake County Mortgage Volume 1028, Page 906 and a certain motification and expansion of easement agreement by and between the aforesaid parties dated July 12, 1979, filed for record July 18, 1979 and recorded in Volume 1029, Page 149 of Lake County Records.

END OF SCHEDULE A

## FINAL JUDICIAL REPORT

*Issued by Chicago Title Insurance Company*


An examination of the record title from the Effective Date of the Preliminary Judicial Report, any supplemental judicial report or Final Judicial Report dated August 31, 2007, ORDER NO. 027330817 has been made to the date hereof and the Company finds the following matters of record:

1. CASE NO. 07CV000842 MENTIONED ABOVE.

NOTE: THE FILES IN THE ABOVE CASE SHOW THE FOLLOWING FACTS AS TO SERVICE:

(SEE ATTACHED PAGES FOR COPIES OF THE ENTRIES APPEARING ON THE APPEARANCE DOCKET OF SAID CASE.)

This examination is made for the use and benefit of the Guaranteed Party to said proceedings and the purchaser at judicial sale thereunder and is further subject to the Exclusions from coverage, the Exceptions contained in Schedule B and the Conditions and Stipulations of the Preliminary Judicial Report and any supplements related hereto.

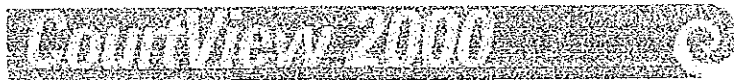
  
Authorized Signature

Effective Date February 25, 2008 at 7:59 a.m.

CHICAGO TITLE INSURANCE COMPANY  
FINAL JUDICIAL REPORT  
(Continued)

Order No. 27330817 PAI

2. MECHANICS' LIEN FOR \$120,355.00, FILED FOR RECORD AUGUST 24, 2007, REFILED DECEMBER 17, 1998, BY MARK J. KOTOCH OF N.E. MONARCH CONSTRUCTION, INC., OF 36580 BILTMORE PLACE, WILLOUGHBY, OHIO., CLAIMANT, AGAINST PATRICIA HORN AND TIM WOLF, THE OWNERS, AND RECORDED IN DOCUMENT NO. 2007R029885, RE-RECORDED IN DOCUMENT NO. 2007R033643 OF LAKE COUNTY RECORDS, UPON PREMISES UNDER EXAMINATION.
3. PENDING LEGAL ACTION FOR CIVIL CASE IN THE COMMON PLEAS COURT OF LAKE COUNTY, OHIO, BEING CASE NO. 07CV002667 WHEREIN FIRSTMERIT BANK, NA IS DESIGNATED AS PLAINTIFF AND PEPPERTREE, LTD, ETAL IS DESIGNATED AS DEFENDANT(S).
4. PENDING LEGAL ACTION FOR FORECLOSURE IN THE COMMON PLEAS COURT OF LAKE COUNTY, OHIO, BEING CASE NO. 07CF002858 WHEREIN FIRSTMERIT BANK, NA IS DESIGNATED AS PLAINTIFF AND PEPPERTREE, LTD, ETAL IS DESIGNATED AS DEFENDANT(S).
5. JUDGMENT LIEN DOCKET 07JL004533; CERTIFICATE FILED DECEMBER 19, 2007, BY FIRSTMERIT BANK, NA, PLAINTIFF, VERSUS PEPPERTREE, LTD, ETAL, DEFENDANT(S), RENDERED BY CUYAHOGA COUNTY, CASE NO. CV07644400, AMOUNT OF JUDGMENT \$332,782.44, INTEREST AT 5.83% FROM NOVEMBER 2, 2007, PLUS COST.
6. PROPERTY ADDRESS: MENTOR AVENUE, PAINESVILLE, OHIO.
7. THE COUNTY TREASURER'S 2007 GENERAL TAX DUPLICATE SHOWS:  
  
TAXES FOR THE YEAR OF 2007, LISTED IN THE NAME OF PEPPERTREE, LTD., (PARCEL NO.11-A-016-D-00-043-0), AMOUNTING TO \$52,079.92 ARE A LIEN, (WHICH INCLUDES DELINQUENCIES FROM FORMER YEARS, AMOUNT TO \$28,213.53 ARE A LIEN.  
  
TAXES FOR THE YEAR OF 2008, AMOUNT UNDETERMINED, ARE A LIEN, BUT ARE NOT YET DUE AND PAYABLE.  
  
SPECIAL TAXES WHICH ARE INCLUDED IN THE GENERAL TAXES SET FORTH ABOVE ON PREMISES UNDER EXAMINATION, ARE AS FOLLOWS:  
  
SPECIAL TAXES FOR DELQ SEWER COUNTY, CODE NO. 10-300 PAYABLE ANNUALLY WITH THE GENERAL TAXES. THE INSTALLMENT(S) FOR THE YEAR OF 2007, AMOUNTING TO \$588.29 ARE A LIEN.  
  
SPECIAL TAXES FOR STORMWATER, CODE NO. 19-901 PAYABLE ANNUALLY WITH THE GENERAL TAXES. THE INSTALLMENT(S) FOR THE YEAR OF 2007, AMOUNTING TO \$300.00 ARE A LIEN.  
  
ADDITIONS OR ABATEMENTS WHICH MAY HEREAFTER BE MADE BY LEGALLY CONSTITUTED AUTHORITIES ON ACCOUNT OF ERRORS, OMISSIONS OR CHANGES IN THE VALUATION.



CONT. OF  
07 CV000842

## General Inquiry

New Search...

|         |         |        |         |         |       |             |       |
|---------|---------|--------|---------|---------|-------|-------------|-------|
| Summary | Parties | Events | Dockets | Filings | Notes | Disposition | Costs |
|---------|---------|--------|---------|---------|-------|-------------|-------|

## Docket Search

07CV000842 EVERCLEAN RESTORATION LLC vs . JF MORGAN AND SONS INC et al EAL

### Search Criteria

Docket Desc.

Begin Date 
 Sort

End Date

### Search

Search Results 34 Docket(s) found matching search criteria.

| Docket Date | Docket Text                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Amount | Amount Due | Images |
|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|------------|--------|
| 03/23/2007  | Initial civil action deposit Receipt: 37952 Date: 03/23/2007                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 31.00  | 0.00       |        |
| 03/23/2007  | Complaint, case designation sheet, pre-trial order, filed. Receipt: 37952 Date: 03/23/2007                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 159.00 | 0.00       |        |
| 03/26/2007  | Issue Date: 03/26/2007 Service: Summons and all pleadings listed - certified mail Method: CERTIFIED MAIL Cost Per: writs \$8.00 postage \$20.48 JF MORGAN AND SONS INC 4068 CLARK AVENUE WILLOUGHBY, OH 44094 Tracking No: 71603901984988190261 MORGAN, DENNIS M STATUTORY AGENT 4068 CLARK AVENUE WILLOUGHBY, OH 44094 Tracking No: 71603901984988190278 PEPPERTREE LTD PEPPERTREE UNITS PAINESVILLE, OH 44077 Tracking No: 71603901984988190285 DROBNICK, CLIFFORD S STATUTORY AGENT 8159 KNIGHTSBRIDGE LANE MENTOR, OH 44060 Tracking No: 71603901984988190292 | 28.48  | 28.48      |        |
| 03/29/2007  | Certified Return Receipt # 7160 3901 9849 8819 0261 to JF Morgan and Sons Inc. singed, delivery date 3-28-07. filed,                                                                                                                                                                                                                                                                                                                                                                                                                                              | 0.00   | 0.00       |        |



|            |                                                                                                                                                                                                                     |      |      |
|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------|
|            | dh                                                                                                                                                                                                                  |      |      |
| 03/29/2007 | Certified Return Receipt # 7160 3901<br>9849 8819 0278 to Dennis M. Morgan,<br>signed, delivery date 3-28-07. filed, dh                                                                                             | 0.00 | 0.00 |
| 03/29/2007 | Certified Return Receipt # 7170 3901<br>9849 8819 0285 to Peppertree LTD,<br>returned to sender, Insufficient address,<br>filed, dh                                                                                 | 0.00 | 0.00 |
| 03/30/2007 | Notice of failure of service issued to<br>attorney Zicarelli by regular mail. dh                                                                                                                                    | 2.00 | 2.00 |
| 03/30/2007 | Certified Return Receipt # 7160 3901<br>9849 8819 0292 to Clifford S Drobnick,<br>signed, delivery date 3-28-07. filed, dh                                                                                          | 0.00 | 0.00 |
| 04/19/2007 | Instructions for service, filed.                                                                                                                                                                                    | 0.00 | 0.00 |
| 04/19/2007 | Summons, copy of complaint and any and<br>all additional pleadings listed, issued by<br>certified mail ##71603901984988234354<br>to Peppertree LTD                                                                  | 4.64 | 4.64 |
| 04/23/2007 | Certified Return Receipt # 7160 3901<br>9849 8823 4354 to Peppertree LTD,<br>returned to sender, attempted not known,<br>and filed, dh                                                                              | 0.00 | 0.00 |
| 04/23/2007 | Notice of failure of service issued to<br>attorney Zicarelli by regular mail. dh                                                                                                                                    | 2.00 | 2.00 |
| 04/25/2007 | Stipulation for enlargement of time,<br>certificate of service, filed, (atty.<br>Labovitz), dh                                                                                                                      | 0.00 | 0.00 |
| 04/30/2007 | JOURNAL ENTRY FILED: Order<br>granting stipulation for enlargement of<br>time. see order. dh vol. 1684 pg 850                                                                                                       | 2.00 | 2.00 |
| 04/30/2007 | JOURNAL ENTRY FILED: A thirty day<br>leave is granted to J.F.Morgan & Sons and<br>Dennis Morgan to plead or respond to<br>plaintiff's complaint. see order dh vol 1684<br>pg 848-849                                | 2.00 | 2.00 |
| 05/21/2007 | Motion for enlargement of time, certificate<br>of service, filed, dh Attorney:<br>LABOVITZ, HARVEY (0021851)                                                                                                        | 0.00 | 0.00 |
| 05/23/2007 | Answer of defendant J.F. Morgan and<br>Sons, Inc. and Dennis M. Morgan and J.F.<br>Morgan and Sons, Inc's cross-claim<br>against defendant Peppertree, Ltd,<br>certificate of service, (atty. Murray), dh,<br>filed | 0.00 | 0.00 |
| 05/31/2007 | Separate answer, counterclaim and<br>crossclaim of defendant Peppertree Ltd.,<br>certificate of service, (atty. Labovitz), dh                                                                                       | 0.00 | 0.00 |
| 06/12/2007 | JOURNAL ENTRY FILED: Order<br>granting motion for enlargement of time.<br>see order. dh vol. 1693 pg. 976                                                                                                           | 2.00 | 2.00 |
| 06/13/2007 | Reply of Peppertree, Ltd. to cross-claim of<br>J.F. Morgan and Sons Inc. and Dennis M.<br>Morgan, certificate of service, filed, (atty.                                                                             | 0.00 | 0.00 |

|               |                                                                                                                                                                                                                  |           |
|---------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| Labovitz), dh |                                                                                                                                                                                                                  |           |
| 06/14/2007    | Reply to counterclaim defendant<br>Peppertree Ltd., proof of service, filed,<br>(atty. Zicarelli), dh                                                                                                            | 0.00 0.00 |
| 06/18/2007    | Defendant J.F. Morgan & Sons and<br>Dennis M. Morgan's answer to defendant<br>Peppertree's crossclaim, certificate of<br>service, filed, (atty. Murray), dh                                                      | 0.00 0.00 |
| 07/17/2007    | Scheduled Event: Pre-trial Date:<br>09/05/2007 Time: 2:00 pm Judge: LUCCL,<br>EUGENE A. Location:                                                                                                                | 0.00 0.00 |
| 07/17/2007    | Scheduled Event: Non-Jury Trial Date:<br>01/18/2008 Time: 9:00 am Judge: LUCCL,<br>EUGENE A. Location: Result: See notes<br>for more detailed explanation                                                        | 0.00 0.00 |
| 09/10/2007    | Scheduled Event: Mediation Date:<br>12/07/2007 Time: 10:30 am Judge:<br>LUCCL, EUGENE A. Location:                                                                                                               | 0.00 0.00 |
| 10/03/2007    | JOURNAL ENTRY FILED: Notice and<br>order of settlement conference. see order.<br>dh vol. 1716 pg. 455                                                                                                            | 2.00 2.00 |
| 10/24/2007    | Certificate of service, proof of service,<br>filed, (atty. Zicarelli), dh                                                                                                                                        | 0.00 0.00 |
| 10/24/2007    | JOURNAL ENTRY FILED: Plaintiff is<br>granted a leave for 30 days to answer<br>Peppertree Ltd's first set of interrogatories,<br>and first request production of documnts.<br>see order. dh vol. 1719 pg. 908-909 | 4.00 4.00 |
| 12/03/2007    | Certificate of service, proof of service,<br>filed, (atty. Zicarelli), dh                                                                                                                                        | 0.00 0.00 |
| 12/13/2007    | Motion to consolidate cases, certificate of<br>service, filed. tl Attorney: SCANLON,<br>THOMAS J (0017308)                                                                                                       | 0.00 0.00 |
| 01/29/2008    | JOURNAL ENTRY FILED: Order<br>granting motion to consolidate. see order.<br>dh vol. 1739 pg. 95-96                                                                                                               | 4.00 4.00 |
| 02/11/2008    | Scheduled Event: Pre-trial Date:<br>04/09/2008 Time: 9:00 am Judge: LUCCL,<br>EUGENE A. Location:                                                                                                                | 0.00 0.00 |
| 02/11/2008    | Scheduled Event: Non-Jury Trial Date:<br>05/30/2008 Time: 9:00 am Judge: LUCCL,<br>EUGENE A. Location:                                                                                                           | 0.00 0.00 |
| 02/14/2008    | Motion for continuance, proof of service,<br>filed, dh Attorney: MURRAY, MICHAEL<br>D (0040406)                                                                                                                  | 0.00 0.00 |

4

# COUNTY OF LAKE

**FRANK A. SUPONCIC, CPA, CFE**  
**RECORDER**

EASTERN  
LAKE COUNTY  
(440) 350-2510

WESTERN  
LAKE COUNTY  
(440) 946-2829

FAX  
(440) 350-5940



LAKE COUNTY OHIO  
RECORDED ON  
09/27/2007 10:56:06AM

FRANK A SUPONCIC, CPA, CFE  
LAKE COUNTY RECORDER  
REC FEE: \$36.00  
PAGES: 4

## IMPORTANT RECORDING INFORMATION

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# COUNTY OF LAKE

FRANK A. SUPONCIC, CPA, CFE  
RECORDER

EASTERN  
LAKE COUNTY  
(440) 350-2510

WESTERN  
LAKE COUNTY  
(440) 946-2829

FAX  
(440) 350-5940



~~2007R029885~~

~~LAKE COUNTY OHIO  
RECORDED ON~~

~~08-24-2007 12:43 PM~~

~~FRANK A. SUPONCIC  
LAKE COUNTY RECORDER~~

~~REC. FEE: 28.00  
PAGES: 2~~

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033643

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www.lakecountyrecorder.org • E-mail: recorder@lakecountyohio.org

21350885-TC



# Affidavit to Obtain a Mechanic's Lien

State of Ohio, LAKE County, ss.  
MARK J. KOTCH of N.E. McNARCH Construction Inc.

being first duly sworn, says that N.E. McNARCH Construction Inc. of

36580 Baltimore Pl. W. Houghsby, Oh

furnished certain LABOR AND MATERIAL

in and for CONSTRUCTION AND IMPROVEMENTS a certain CONDO'S

situated on the land hereinafter described, in pursuance

of a certain contract with PATRICIA HEIN AND TIM WOLF the OWNERS  
and Peppertree, Ltd. \*

The last of such LABOR was performed (starting Sept 1, 06) on

the 15<sup>TH</sup> day of AUGUST 2007, and there is justly and

truly due N.E. McNARCH Construction Inc.

therefor from the said PATRICIA HEIN AND TIM WOLF and Peppertree, Ltd. \*

over and above all legal set-offs, the sum of 120,355.00 dollars, (\$ 120,355.00)

for which amount N.E. McNARCH Construction Inc. claims a lien

on said CONDO'S of which PATRICIA HEIN AND TIM WOLF and

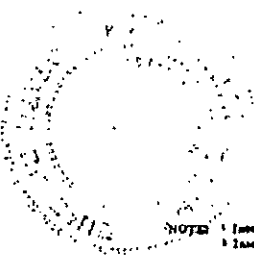
Peppertree, Ltd. \* is the OWNERS, which premises are described as follows:

UNITS 301-320 Peppertree LN PANASVILLE, Ohio  
 401-408 Peppertree LN PANASVILLE, Ohio  
 ALL 30 UNITS.

\* See Attached Exhibit A

273308827 ACCOM

\* BEING RE-RECORDED TO INCLUDE ADDITIONAL OWNER \*



[Signature] President  
N.E. McNARCH Construction Inc.

Sworn and subscribed before me this 23rd  
 day of August 2007

[Signature]  
 NOTARY PUBLIC

NOTE: I insert reconstructing, altering, erecting, improving, repairing, removing, digging, or drilling, as the case may be.  
 I insert land, road, or other watercraft, house, mill, barn, factory, furnace, furnace material, building, or other structure.  
 I insert coal, oil well, or other well, oil derrick, oil tank, oil or gas pipe line, tile for the drainage of any lot or land, street, terrace, road, sidewalk, ramp, drain, ditch, or sewer, as the case may be.  
 I insert owner, part owner, lessee, contractor, sub-contractor, or other person, as the case may be.  
 I insert labor was performed, or such machinery, material or fuel furnished, or both, as the case may be.

My Commission Expires August 14, 2012  
 083643

*Pepper Tree, Ltd. to Peppertree, Ltd.*

\* *Exhibit A*

Situated in the Township of Painesville, County of Lake and State of Ohio: And known as being a part of Lots 6 and 7 in The Goodrich Survey in the Township of Painesville, County of Lake and State of Ohio, also as Lots 51 and 52 originally of Concord Township, and is bounded and described as follows:

Beginning in the East line of land of August H. Gillham and at a point North 54 degrees 02' West a distance of 714.76 feet measured along the East line of land of W. G. Hawkins and said Gillham from the center line of Mentor Avenue. Thence following the East line of land of said Gillham North 54 degrees 30' West a distance of 548.34 feet to the center line of Jackson Street. Thence following the center line of Jackson Street North 48 degrees 27' East a distance of 3.83 feet to the South right of way line of the N. Y. C. & St. L. R. R. Thence following said right of way line North 68 degrees 14' East a distance of 783.86 feet to the West line of land of Fred Lyons. Thence following the West line of said Lyons land South 46 degrees 37' East a distance of 464.60 feet. Thence by a line which bears South 64 degrees 50' West a distance of 686.86 feet to the place of beginning, and containing 7.60 acres, be the same more or less, but subject to all legal highways.

Excepting from the foregoing the following described property:

Situated in the Township of Painesville, County of Lake and State of Ohio and known as being part of Original Lot No. 51, Tract No. 4 and is further bounded and described as follows:

Beginning in the Easterly sideline of Hurst Road, 50 feet wide, at its intersection with the southerly line of land conveyed to Living Homes, Inc., by deed recorded in Volume 765, Page 913 of Lake County Deed Records, being also the northerly line of Sublot No. 30 in the Urbanhurst Allotment as recorded in Volume "G", Page 8 of Lake County Plat Records;

- Course I Thence North 62 deg. 12' 30" East, 109.13 feet to a point that is located 5.00 feet northerly, by normal measurement, from said line of said Allotment;
- Course II Thence North 64 deg. 50' 00" East, along a line parallel with said line of said allotment, 145.49 feet to the prolongation northerly of the easterly line of Sublot No. 29 in said allotment;
- Course III Thence South 25 deg. 10' 00" East, along said prolongation 5.00 feet to the northeasterly corner of said Sublot No. 29;
- Course IV Thence 64 deg. 50' 00" West, along the northerly line of said Sublot No. 29, and along the northerly line of said Sublot No. 30, 254.51 feet to the place of beginning containing 0.023 acres (1000 sq. ft.) of land as calculated and described, June, 1975, by Debevec Salo & Associates, Inc., be the same, more or less, but subject to all legal highways.

Permanent Parcel No. 11A-16D-43

realstate/pdced.com

RECORDED  
DEC 17 1998  
12/17/01

000056278

SECRETARY I MENT  
LAKE CO RECORDER

033643

29885



**FRANK A. SUPONCIC, CPA, CFE**  
**RECORDER**

EASTERN  
LAKE COUNTY  
(440) 350-2510

WESTERN  
LAKE COUNTY  
(440) 946-2829

FAX  
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2007R029885

LAKE COUNTY OHIO  
RECORDED ON

08-24-2007 12:43 PM

FRANK A SUPONCIC  
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REC. FEE: 28.00  
PAGES: 2

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**Thank You**



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www.lakecountyrecorder.org • E-mail: recorder@lakecountyohio.org

# Affidavit to Obtain a Mechanic's Lien

State of Ohio, LAKE County, ss.

MARK J. KOTCH of N.E. MONARCH Construction INC.  
being first duly sworn, says that N.E. MONARCH Construction INC. of

36580 BILTMORE PL. WILLOUGHBY, OH  
furnished certain LABOR AND MATERIAL

in and for CONSTRUCTION AND IMPROVEMENTS on certain CONDO'S

situated on the land hereinafter described, in pursuance  
of a certain contract with PATRICIA HORN AND TIM WOLF the OWNERS

The last of such LABOR was performed (STARTING SEPT 1, 06) on  
the 15<sup>TH</sup> day of AUGUST 2007, and there is justly and  
truly due N.E. MONARCH Construction INC.

therefor from the said PATRICIA HORN AND TIM WOLF

over and above all legal set-offs, the sum of 120,355.<sup>00</sup> dollars, (\$ 120,355.<sup>00</sup>)

for which amount N.E. MONARCH Construction INC. claims a lien

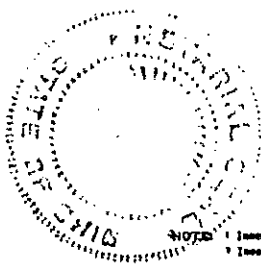
on said CONDO'S of which PATRICIA HORN AND TIM WOLF

is the OWNERS, which premises are described as follows:

UNITS 301-322 Popperlee LN PANASVILLE, Ohio  
401-408 Popperlee LN. PANASVILLE, Ohio  
ALL 30 UNITS.

\* See Attached Exhibit A

27330885 ACCOM



[Signature] President  
N.E. Monarch Construction Inc.  
Sworn and subscribed before me this 23rd  
day of August 2007  
[Signature]  
NOTARY PUBLIC

My Commission Expires August 14, 2012  
NOTE: I insert contracting, altering, erecting, improving, repairing, removing, digging, or drilling, as the case may be.  
I insert land, road, or other watercraft, house, mill, manufactory, furnace, furnace material, building, appurtenance, fence, bridge, or other structure.  
I insert gas well, oil well, or other well, oil derrick, oil tank, oil or gas pipe line, tile for the drainage of any lot or land, street, highway, road, sidewalk, sewer, drain, ditch, or river, as the case may be.  
I insert owner, part owner, lessee, contractor, sub-contractor, or other person, as the case may be.  
I insert labor was performed, or such machinery, material or fuel furnished, or both, as the case may be.

2007RO29885



*Pepper Tree, Ltd. to Peppertree, Ltd.*

*\* Exhibit A*

Situated in the Township of Painesville, County of Lake and State of Ohio: And known as being a part of Lots 6 and 7 in The Goodrich Survey in the Township of Painesville, County of Lake and State of Ohio, also as Lots 51 and 52 originally of Concord Township, and is bounded and described as follows:

Beginning in the East line of land of August H. Gillham and at a point North 54 degrees 02' West a distance of 714.76 feet measured along the East line of land of W. G. Hawkins and said Gillham from the center line of Mentor Avenue. Thence following the East line of land of said Gillham North 54 degrees 30' West a distance of 548.34 feet to the center line of Jackson Street. Thence following the center line of Jackson Street North 48 degrees 27' East a distance of 3.83 feet to the South right of way line of the N. Y. C. & St. L. R. R. Thence following said right of way line North 68 degrees 14' East a distance of 783.86 feet to the West line of land of Fred Lyons. Thence following the West line of said Lyons land South 46 degrees 37' East a distance of 464.60 feet. Thence by a line which bears South 64 degrees 50' West a distance of 686.86 feet to the place of beginning, and containing 7.60 acres, be the same more or less, but subject to all legal highways.

Excepting from the foregoing the following described property:

Situated in the Township of Painesville, County of Lake and State of Ohio and known as being part of Original Lot No. 51, Tract No. 4 and is further bounded and described as follows:

Beginning in the Easterly sideline of Hurst Road, 50 feet wide, at its intersection with the southerly line of land conveyed to Living Homes, Inc., by deed recorded in Volume 765, Page 913 of Lake County Deed Records, being also the northerly line of Sublot No. 30 in the Urbanhurst Allotment as recorded in Volume "G", Page 8 of Lake County Plat Records;

- Course I Thence North 62 deg. 12' 30" East, 109.13 feet to a point that is located 5.00 feet northerly, by normal measurement, from said line of said Allotment;
- Course II Thence North 64 deg. 50' 00" East, along a line parallel with said line of said allotment, 145.49 feet to the prolongation northerly of the easterly line of Sublot No. 29 in said allotment;
- Course III Thence South 25 deg. 10' 00" East, along said prolongation 5.00 feet to the northeasterly corner of said Sublot No. 29;
- Course IV Thence 64 deg. 50' 00" West, along the northerly line of said Sublot No. 29, and along the northerly line of said Sublot No. 30, 254.51 feet to the place of beginning containing 0.023 acres (1000 sq. ft.) of land as calculated and described, June, 1975, by Debevec Salo & Associates, Inc., be the same, more or less, but subject to all legal highways.

Permanent Parcel No. 11A-16D-43

realcta/pdced.sen

DEC 17 1998

980058278

RECEIVED  
LAKE CO RECORDER  
12/17/98

29885



New Case  
07 CV 002667  
9.5-2007

**General Inquiry**

New Search...

| Summary | Parties | Events | Dockets | Fields | Notes | Disposition | Costs |
|---------|---------|--------|---------|--------|-------|-------------|-------|
|---------|---------|--------|---------|--------|-------|-------------|-------|

**CIVIL - Summary**

07CV002667 FIRSTMERIT BANK NA vs . PEPPERTREE LTD et al EAL

**Prelim Case Nbr****Defendant**

Full Name PEPPERTREE LTD

**D.O.B****Address**

c/o PATRICIA HORN STAT A

404 RIVERSIDE DRIVE

City/State/Zip LOWELL MI 49331

**Attorney(s)**

LABOVITZ, HARVEY

**Jurisdiction****Case Information****Degree of Off.****Offense Date****Arrest Date****Officer****Complainant****Prosecutor****Judge**

LUCCI, EUGENE A.

**Case Comments****Case Attributes**

Number 07CV002667

Filed 09/05/2007

Status Open

Incomplete ☐**Charge(s)**

| Charge | Action Code | Indict Charge | Amr Charge | Disposition Code | Counts |
|--------|-------------|---------------|------------|------------------|--------|
|--------|-------------|---------------|------------|------------------|--------|



## General Inquiry



New Search...

|         |         |        |         |        |       |             |       |
|---------|---------|--------|---------|--------|-------|-------------|-------|
| Summary | Parties | Events | Dockets | Fields | Notes | Disposition | Costs |
|---------|---------|--------|---------|--------|-------|-------------|-------|

## Case Parties

07CV002667 FIRSTMERIT BANK NA vs . PEPPERTREE LTD et al EAL

|    | Name                           | Type      | Disposition | Special |
|----|--------------------------------|-----------|-------------|---------|
| A. | <u>FIRSTMERIT BANK NA</u>      | Plaintiff |             |         |
| B. | <u>PEPPERTREE LTD</u>          | Defendant |             |         |
| C. | <u>HORN DONALD A ESTATE OF</u> | Defendant |             |         |

(A) FIRST MERIT BANK NA  
 111 CASCADE PLAZA  
 AKRON, OHIO 44308  
 ERIK L. WALTER, ATTY

(B) PEPPER TREE LTD  
 C/O PATRICIA HORN, STAT. AGENT  
 404 RIVERSIDE DRIVE  
 LOWELL MI 49331  
 HARVEY LEBOVITZ, ATTY

(C) HORN DONALD ESTATE OF  
 C/O PATRICIA<sup>A.</sup> HORN EXECUTOR  
 404 RIVERSIDE DRIVE  
 LOWELL MI 49331  
 HARVEY LEBOVITZ, ATTY

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|            |                                                                                                                                                                                                                                 |      |      |
|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------|
| 10/10/2007 | Brief in opposition to plaintiff's motion to consolidate, certificate of service, filed, (atty. Labovitz), dh                                                                                                                   | 0.00 | 0.00 |
| 10/17/2007 | JOURNAL ENTRY FILED: Estate of Donald Horn and Peppertree, Ltd. may have until Nov. 16, 2007 to respond to complaint. see order. dh vol 1718 pg. 628-629                                                                        | 4.00 | 4.00 |
| 11/16/2007 | Separate answer of defendant Estate of Donald A. Horn, certificate of service, filed, (atty. Labovitz), dh                                                                                                                      | 0.00 | 0.00 |
| 11/16/2007 | Separate answer of defendant peppertree, LTD and counterclaim, certificate of service, filed, dh                                                                                                                                | 0.00 | 0.00 |
| 11/20/2007 | Amended complaint, certificate of service, filed, (atty. Rabb), dh                                                                                                                                                              | 0.00 | 0.00 |
| 11/27/2007 | JOURNAL ENTRY FILED: Order denying in part and granting in part motion to consolidate cases. see order. dh VOL. 1726 PG. 483-484                                                                                                | 4.00 | 4.00 |
| 11/27/2007 | Scheduled Event: Motion Hearing Date: 12/19/2007 Time: 9:00 am Judge: LUCCL, EUGENE A. Location: Result: Joint motion to continue granted                                                                                       | 0.00 | 0.00 |
| 11/28/2007 | Leave to plead, certificate of service, filed, (atty. Rabb), dh                                                                                                                                                                 | 0.00 | 0.00 |
| 12/07/2007 | JOURNAL ENTRY FILED: Plaintiff has until Dec 27, 2007 to file response. See order. vol. 1728 pg.0909                                                                                                                            | 2.00 | 2.00 |
| 12/10/2007 | Copy of separate answer of defendant Peppertree, Ltd to amended complaint, certificate of service, filed, (atty. Labovitz), dh                                                                                                  | 0.00 | 0.00 |
| 12/10/2007 | Separate answer of defendant Peppertree, Ltd to amended complaint and counterclaim, certificate of service, filed, (atty Labovitz), dh                                                                                          | 0.00 | 0.00 |
| 12/10/2007 | Separate answer of defendant estate of Donald A. Horn to amended complaint, certificate of service, filed, (atty. Labovitz), dh                                                                                                 | 0.00 | 0.00 |
| 12/13/2007 | Scheduled Event: Motion Hearing Date: 01/09/2008 Time: 8:15 am Judge: LUCCL, EUGENE A. Location:                                                                                                                                | 0.00 | 0.00 |
| 12/13/2007 | Copy of motion to continue hearing for appointment of receiver, certificate of service, filed. Attorney: LABOVITZ, HARVEY (0021851)                                                                                             | 0.00 | 0.00 |
| 12/14/2007 | JOURNAL ENTRY FILED: Agreed Order Granting Adjournment of Hearing Upon Plaintiff's Motion for the Appointment of a Receiver. It is Ordered that said hearing upon Plaintiff's Motion for the Appointment of a Receiver shall be | 2.00 | 2.00 |



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adjourned and rescheduled to January 9, 2008 at 8:15a.m. Further ordered that Defendant Peppertree LTD shall pay all rents received after December 17, 2007, after current monthly utility bills are paid, to be held in an escrow by Harvey Labovitz, attorney for Defendant Peppertree LTD, as co-escrow agent with Howard S Rabb, attorney for Plaintiff in an account at FirstMerit Bank NA. Further See Journal. IT IS SO ORDERED. vol. 1730 pg. 757-759

|            |                                                                                                                                                                |       |       |
|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-------|
| 12/19/2007 | Plaintiffs answer to defendant Peppertree,LTD's counterclaim, certificate of service,filed. Attorney: RABB, HOWARD S (0034685)                                 | 0.00  | 0.00  |
| 01/09/2008 | Motion for leave to file answer to counterclaim of Peppertree LTD., instanter, certificate of service, filed, dh Attorney: RABB, HOWARD S (0034685)            | 0.00  | 0.00  |
| 01/11/2008 | Journal Entry Filed: Agreed Order Appointing Receiver. For further see journal vol 1735 pg 752-756                                                             | 10.00 | 10.00 |
| 01/28/2008 | JOURNAL ENTRY FILED: Defendants answer to Peppertree, Ltd.'s counterclaim is deemed filed as of the date of filing the motion. see order. dh vol. 1739 pg. 115 | 2.00  | 2.00  |
| 01/28/2008 | Plaintiff's answer to defendant Peppertree, Ltd's counterclaim instanter, certificate of service, (atty. Rabb), dh                                             | 0.00  | 0.00  |
| 01/29/2008 | Copy of order granting motion to consolidate, filed, dh                                                                                                        | 0.00  | 0.00  |
| 01/30/2008 | Copy of receiver's initial report of inventory of assets, filed, (Eric M. Silver), dh                                                                          | 0.00  | 0.00  |
| 02/11/2008 | Scheduled Event: Pre-trial Date: 04/09/2008 Time: 9:00 am Judge: LUCCI, EUGENE A. Location:                                                                    | 0.00  | 0.00  |
| 02/11/2008 | Scheduled Event: Non-Jury Trial Date: 05/30/2008 Time: 9:00 am Judge: LUCCI, EUGENE A. Location:                                                               | 0.00  | 0.00  |
| 02/14/2008 | Copy of motion for continuance, proof of service, filed, (atty. Murray), dh                                                                                    | 0.00  | 0.00  |

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NEW CASE  
9-21-2007**General Inquiry**

New Search...

Summary

Parties

Events

Dockets

Fields

Notes

Disposition

Costs

**FORECLOSURE - Summary**

07CF002858 FIRSTMERIT BANK NA vs . PEPPERTREE LTD et al EAL

Prelim Case Nbr

Defendant

Full Name

PEPPERTREE LTD

D.O.B

Address

c/o PATRICIA HORN STAT A

1908 MENTOR AVENUE

City/State/Zip PAINESVILLE OH 44077

Attorney(s)

LABOVITZ, HARVEY

Jurisdiction

Case Information

Degree of Off.

Offense Date

Arrest Date

Officer

Complainant

Prosecutor

Judge

LUCCI, EUGENE A.

Case Comments

Case Attributes

Number 07CF002858

Filed 09/21/2007

Status Open

Incomplete ☐**Charge(s)**

Charge

Action Code

Indict Charge

Amd Charge

Disposition Code

Counts



## General Inquiry



New Search...

Summary

Parties

Events

Dockets

Fields

Notes

Disposition

Costs

## Case Parties

07CF002858 FIRSTMERIT BANK NA vs . PEPPERTREE LTD et al EAL

| Name                                             | Type      | Disposition                    | Special |
|--------------------------------------------------|-----------|--------------------------------|---------|
| <u>FIRSTMERIT BANK NA</u>                        | Plaintiff | 111 CASCADE PLAZA, AKRON, OHIO |         |
| A. <u>PEPPERTREE LTD</u>                         | Defendant | ERIK L. WALTER, ATTY           |         |
| B. <u>AKERS ROBERT (DECEASED)</u>                | Defendant |                                |         |
| C. <u>GRINDLE GERALD PRESIDENT</u>               | Defendant |                                |         |
| D. <u>EVERCLEAN RESTORATION</u>                  | Defendant |                                |         |
| E. <u>CROCKER JOHN S - LAKE COUNTY TREASURER</u> | Defendant |                                |         |

(A) PEPPERTREE LTD  
C/O PATRICIA HORN, STAT AGENT  
1908 MENDOR AVE. PAINESVILLE OHIO 44077  
HARVEY LEBOVITZ, ATTY

(B) AKERS, ROBERT (DECEASED)  
C/O SIGRID AKERS  
10100 CYPRESS LOVE DR. #419 FT MYERS FLORIDA 33908-7636

(C) C/O COSTANZO & LAZZARO PLL  
13317 MADISON AVE. LAKEWOOD, OHIO 44107-4814  
MARK A. ZICCARELLI, ATTY

(D) 105 MAIN STREET PO BOX 490  
PAINESVILLE, OHIO 44077  
ROBERT A. GAMBOLE, ATTY

**General Inquiry**

New Search...

Summary

Parties

Events

Dockets

Fields

Notes

Disposition

Costs

**Docket Search**

07CF002858 FIRSTMERIT BANK NA vs . PEPPERTREE LTD et al EAL

**Search Criteria**Docket  
Desc. ALL

Begin Date

Sort

End Date

Ascending

Descending

**Search****Search Results** 43 Docket(s) found matching search criteria.

| Docket Date | Docket Text                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Amount Due | Amount Images |
|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|---------------|
| 09/21/2007  | Civil foreclosure action Receipt: 53526<br>Date: 09/21/2007                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 91.00      | 0.00          |
| 09/21/2007  | Complaint in foreclosure, case designation sheet, pre-trial order, filed. Receipt: 53526<br>Date: 09/21/2007                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 309.00     | 0.00          |
| 09/21/2007  | Preliminary judicial report order<br>#27330817 Parcel# 11A-16D-43.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 0.00       | 0.00          |
| 09/25/2007  | Issue Date: 09/25/2007 Service: Summons and all pleadings listed - certified mail<br>Method: CERTIFIED MAIL Cost Per: \$ 2.50 PEPPERTREE LTD c/o PATRICIA HORN STAT AGENT 1908 MENTOR AVENUE PAINESVILLE, OH 44077<br>Tracking No: 71603901984513029479<br>AKERS ROBERT (DECEASED) c/o SIGRID AKERS 10100 CYPRESS COVE DR #419 FT MYERS, FL 33908-7636<br>Tracking No: 71603901984513029486<br>GRINDLE GERALD PRESIDENT<br>EVERCLEAN RESTORATION c/o COSTANZO & LAZZARO PLL 13317 MADISON AVENUE LAKEWOOD, OH 44107-4814 Tracking No: 71603901984513029493 CROCKER<br>JOHN S - LAKE COUNTY<br>TREASURER 105 MAIN STREET PO | 33.80      | 33.80         |

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BOX 490 PAINESVILLE, OH 44077  
Tracking No: 71603901984513029509

|            |                                                                                                                                                                                           |      |      |
|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------|
| 09/26/2007 | Certified RR# *71603901984513029509*<br>to *John S Crocker* returned and filed.<br>Service date *09/26/07                                                                                 | 0.00 | 0.00 |
| 09/28/2007 | Certified Mail rr# 7160 3901 9845 1302<br>9493 to Grindle Gerald President returned<br>and filed. Notice of failure of service<br>issued to atty. Copy filed.                             | 2.00 | 2.00 |
| 09/28/2007 | Motion to Consolidate Cases, certificate of<br>service, filed. Attorney: WALTER, ERIK<br>L (0078988)                                                                                      | 0.00 | 0.00 |
| 10/02/2007 | Certified Return Receipt # 7160 3901<br>9845 1302 9479 to Peppertree, signed,<br>delivery date 10-1-07. filed, dh                                                                         | 0.00 | 0.00 |
| 10/02/2007 | Certified Return Receipt # 7160 3901<br>9845 1302 9486 to Akers Robert<br>(deceased), signed, delivery date 9-28-07.<br>filed, dh                                                         | 0.00 | 0.00 |
| 10/03/2007 | Answer of John S. Crocker, Proof of<br>Service, filed.                                                                                                                                    | 0.00 | 0.00 |
| 10/05/2007 | Instructions for service, filed. Attorney:<br>RABB, HOWARD S (0034685)                                                                                                                    | 0.00 | 0.00 |
| 10/05/2007 | Summons, copy of complaint and any and<br>all additional pleadings listed, re- issued<br>by certified mail<br>##71603901984513098475 to Grindle<br>Gerald President Everclean Restoration | 6.45 | 6.45 |
| 10/05/2007 | Instructions for service, filed.                                                                                                                                                          | 0.00 | 0.00 |
| 10/05/2007 | Summons, copy of complaint and any and<br>all additional pleadings listed, re-issued by<br>ordinary mail to Grindle President<br>Everclean Restoration                                    | 4.70 | 4.70 |
| 10/10/2007 | Brief in opposition to plaintiff's motion to<br>consolidate, certificate of service, filed,<br>(atty. Labovitz), dh                                                                       | 0.00 | 0.00 |
| 10/15/2007 | Regular Mail issued to *Grindle Gerald<br>President Everclean Restoration returned<br>and filed Not at this address*. Notice of<br>failure issued to attorney, copy in file.              | 2.00 | 2.00 |
| 10/15/2007 | Certified Mail rr# 7160 3901 9845 1309<br>8475 to Grindle Gerald President<br>Everclean Restoration returned and filed.<br>Notice of failure of service issued to atty.<br>Copy filed.    | 2.00 | 2.00 |
| 11/27/2007 | COPY OF JOURNAL ENTRY FILED:<br>Copy of Order Denying in Part and<br>Granting in Part Motion to Consolidate<br>Cases. IT IS SO ORDERED. Vol 1726<br>Page 483-484                          | 2.00 | 0.00 |
| 11/27/2007 | Scheduled Event: Motion Hearing Date:<br>12/19/2007 Time: 9:00 am Judge: LUCCI,<br>EUGENE A. Location: Result: Joint                                                                      | 0.00 | 0.00 |



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|            |                                                                                                                                                                                    |      |      |
|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------|
|            | motion to continue granted                                                                                                                                                         |      |      |
| 11/27/2007 | Amended complaint for foreclosure and other equitable relief, certificate of service, filed, (atty. Rabb), dh                                                                      | 0.00 | 0.00 |
| 11/27/2007 | Motion for the appointment of a receiver, (request for immediate hearing), certificate of service, filed, dh Attorney: RABB, HOWARD S (0034685)                                    | 0.00 | 0.00 |
| 12/04/2007 | Instructions for service on Amended complaint, filed. Attorney Rabb                                                                                                                | 0.00 | 0.00 |
| 12/05/2007 | Summons, copy of Amended complaint and any and all additional pleadings listed, issued by certified mail ## 7160 3901 9845 1308 8407 to Everclean Restoration.                     | 8.45 | 8.45 |
| 12/10/2007 | Separate answer of defendant Peppertree, Ltd to amended complaint and counterclaim, certificate of service, filed, (atty. Labovitz), dh                                            | 0.00 | 0.00 |
| 12/10/2007 | Copy of separate answer of defendant Peppertree Ltd to amended complaint and counterclaim, certificate of service, filed, (atty Labovitz), dh                                      | 0.00 | 0.00 |
| 12/10/2007 | Copy of separate answer of defendant estate of Donald A. Horn to amended complaint, certificate of service, filed, (atty. Labovitz), dh                                            | 0.00 | 0.00 |
| 12/12/2007 | Certified Mail rr#71603901984513088407 to *Everclean Restoration *returned and filed Attempted not Known. Notice of failure of service issued to atty. Copy filed.                 | 2.00 | 2.00 |
| 12/13/2007 | Scheduled Event: Motion Hearing Date: 01/09/2008 Time: 8:15 am Judge: LUCCI, EUGENE A. Location:                                                                                   | 0.00 | 0.00 |
| 12/13/2007 | Motion to continue hearing for appointment of receiver, certificate of service, filed, dh Attorney: LABOVITZ, HARVEY (0021851)                                                     | 0.00 | 0.00 |
| 12/14/2007 | Copy of Journal Entry filed in Case 07cv002667 granting agreed order granting adjournment of hearin upon plaintiff's motion for the appointment of a receiver. vol 1730 pg 650-652 | 0.00 | 0.00 |
| 12/14/2007 | Instructions for service, filed.                                                                                                                                                   | 0.00 | 0.00 |
| 12/14/2007 | Summons, copy of complaint and any and all additional pleadings listed, re-issued by certified mail ##71603901984513089152 to Everclean Restoration % Mark Ziccarelli              | 8.96 | 8.96 |
| 12/26/2007 | Certified Return Receipt # 7160 3901 9845 1308 9152 to Grindle Gerald President Everclean Restoration, signed, no delivery date.                                                   | 0.00 | 0.00 |

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|            |                                                                                                                                                             |      |      |
|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------|
| 01/09/2008 | Copy of motion for leave to file answer to counterclaim of Peppertree LTD., instanter, certificate of service, filed, dh Attorney: RABB, HOWARD S (0034685) | 0.00 | 0.00 |
| 01/11/2008 | Copy of Journal Entry Filed: Agreed order appointing Receiver, for further see journal Original filed in 07CV002667 vol 1735 pg 752-756                     | 2.00 | 2.00 |
| 01/25/2008 | Answer and cross-claim of defendant, Gerald Grindle, President Everclean Restoration, LLC, proof of service, (atty. Ziccarelli), dh, filed                  | 0.00 | 0.00 |
| 01/28/2008 | Copy of order that defendants answer to Peppertree Ltd.s counterclaim is deemend filed as of the date of filing of the motion. dh                           | 0.00 | 0.00 |
| 01/28/2008 | Copy of plaintiffs answer to defendant Peppertree, Ltd.s counterclaim instanter, cetificate of service, filed, (atty. Rabb), dh                             | 0.00 | 0.00 |
| 01/29/2008 | Copy of order granting motion to consolidate. dh                                                                                                            | 0.00 | 0.00 |
| 01/30/2008 | Receiver's initial report of inventory of assets, filed, (Eric M. Silver), dh                                                                               | 0.00 | 0.00 |
| 02/11/2008 | Scheduled Event: Pre-trial Date: 04/09/2008 Time: 9:00 am Judge: LUCCI, EUGENE A. Location:                                                                 | 0.00 | 0.00 |
| 02/11/2008 | Scheduled Event: Non-Jury Trial Date: 05/30/2008 Time: 9:00 am Judge: LUCCI, EUGENE A. Location:                                                            | 0.00 | 0.00 |
| 02/14/2008 | Copy of motion for continuance, proof of service, filed, (atty. Murray), dh                                                                                 | 0.00 | 0.00 |

**Eric Silver**

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**From:** John Kohl [John.Kohl@firstmerit.com]  
**Sent:** Wednesday, February 20, 2008 3:30 PM  
**To:** Eric Silver  
**Cc:** Howard Rabb  
**Subject:** Pepper Tree/Cherry Farms

Eric, per our discussion, here are the payoffs as of today, February 20, 2008:

|                | Pepper Tree Note #001 | Pepper Tree Note #378 | Cherry Farms Note #001 |
|----------------|-----------------------|-----------------------|------------------------|
| <b>Totals</b>  |                       |                       |                        |
| Principal      | \$332,782.44          | \$241,475.00          | \$349,230.43           |
| \$923,487.87   |                       |                       |                        |
| Interest       | 9,112.14              | 28,426.97             | 9,562.51               |
| 47,101.62      |                       |                       |                        |
| Late Fees      | 2,139.97              | 402.78                | 2,245.88               |
| 4,788.63       |                       |                       |                        |
| Expenses (Est) | 12,500.00             |                       | 12,500.00              |
| 25,000.00      |                       |                       |                        |
| Total          | \$356,534.55          | \$270,304.75          | \$373,538.82           |
| \$1,000,378.12 |                       |                       |                        |
| Per diem       | 53.89                 | 83.84                 | 56.56                  |
| 194.29         |                       |                       |                        |

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