UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF ILLINOIS

PROOF OF CLAIM

03103104118613

YOUR CLAIM IS SCHEDULED AS

CONSECO FINANCE CORP (02-49675 CAD)

UNKNOWN UNSECURED CONTINGENT DISPUTED UNLIQUIDATED

The amounts reflected above if any constitute your claim as scheduled by the Debtor If you agree with the amounts set forth herein and have no other claim against the Debtor you do not need to file this proof of claim EXCEPT as stated below

If the amounts shown above are listed as Contingent Unliquidated or Disputed a proof of claim must be filed

If you have already filed a proof of claim with the Bankruptcy Court or BMC you do not need to file

Name of Debtor Against Which You Assert Your Claim

YOU MUST SELECT A DEBTOR AGAINST WHOM YOU ASSERT YOUR CLAIM YOU SELECT A DEBTOR BY CHECKING ONE BOX ON THE OTHER SIDE OF THIS NOTICE NOTE Check one box only Creditors holding claims against more than one Debtor must file a separate claim in the case of each Debtor against whom the creditor asserts a claim A creditor will be bound by the Debtor named in its proof of claim

NOTE This form should not be used to make a claim for an administrative expense arising after the commencement of the case A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor and Address

03103104118613

JEFFREY A FRANZ
C/O JEFFREY S SCHWARTZ
97 MAIN ST
BAVARIA OH 45103

Creditor Telephone Number (513) 732-0770

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim Attach copy of statement giving particulars

☐ **Check box if you have never received any notices from the bankruptcy court in this case**

☐ Check box if this address differs from the address on the envelope sent to you by the court

CREDITOR TAX I D # 31-1052253

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR 6800892330

Check here if this claim ☐ replaces or ☐ amends a previously filed claim dated _____

1 BASIS FOR CLAIM

☐ Goods sold
☐ Services performed
☐ Money loaned
☐ Bondholder
☐ Personal injury/wrongful death
☐ Taxes
☒ Other (describe briefly) Declaratory Judgment Action
☐ Retiree benefits as defined in 11 U S C § 1114(a
☐ Wages salaries and compensation (Fill out below)

Your social security number _____

Unpaid compensation for services performed from _____ (date) to _____ (date)

2 DATE DEBT WAS INCURRED June 11, 1999

3 IF COURT JUDGMENT, DATE OBTAINED Pending

4 TOTAL AMOUNT OF CLAIM $ _____ (unsecured) $ 60,000 00 (secured) $ _____ (unsecured priority) $ 60,000 00 (total)

If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below

☐ Check this box if claim includes interest or other charges in addition to the principal amount of the claim Attach itemized statement of all interest or additional charges

5 SECURED CLAIM

☐ Check this box if your claim is secured by collateral (including a right of setoff)

Brief description of collateral

☒ Real Estate
☐ Motor Vehicle
☐ Other _____

Value of collateral $ Unknown

Amount of arrearage and other charges at time case filed included in secured claim above if any $ _____

6 UNSECURED PRIORITY CLAIM

☐ Check this box if you have an unsecured priority claim

Specify the priority of the claim

☐ Wages salaries or commissions (up to $4 650) earned within 90 days before filing of the bankruptcy petition or cessation of the Debtor s business whichever is earlier 11 U S C § 507(a)(3)
☐ Contributions to an employee benefit plan 11 U S C § 507(a)(4)
☐ Up to $2 100 of deposits toward purchase lease or rental of property or services for personal family or household use 11 U S C § 507(a)(6)
☐ Alimony maintenance or support owed to a spouse former spouse or child 11 U S C § 507(a)(7)
☐ Taxes or penalties owed to governmental units 11 U S C § 507(a)(8)
☐ Other Specify applicable paragraph of 11 U S C § 507(a) _____

Amounts are subject to adjustment on 4/1/01 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment

7 CREDITS The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim

8 SUPPORTING DOCUMENTS *Attach copies of supporting documents* such as promissory notes purchase orders invoices itemized statements of running accounts contracts court judgments mortgages security agreements and evidence of perfection of lien DO NOT SEND ORIGINAL DOCUMENTS If the documents are not available explain If the documents are voluminous attach a summary

9 DATE-STAMPED COPY **To receive an acknowledgment of your claim please enclose a self addressed stamped envelope and an additional copy of your claim**

The original of this completed proof of claim form must be sent by mail or hand delivered (FAXES NOT ACCEPTED) so that it is received on or before 4 00 pm, Central Time on May 22, 2003

BY MAIL TO
Bankruptcy Management Corporation
ATTN Conseco Inc Claims
P O BOX 1042
El Segundo CA 90245-1042

BY HAND OR OVERNIGHT DELIVERY TO
Bankruptcy Management Corporation
ATTN Conseco Inc Claims
1330 East Franklin Avenue
El Segundo CA 90245

THIS SPACE FOR COURT USE ONLY

FILED

MAY 20 2003

BMC

DATE SIGNED 5-15-03

SIGN and print the name and title if any of the creditor or other person authorized to file this claim (attach copy of power of attorney if any)

JAMES A HUNT

Penalty for presenting fraudulent claim is a fine of up to $500 000 or imprisonment for up to 5 years or both 18 U S C

Conseco Finance Servicing Claim

49676001354

Name of Debtor Against Which You Assert Your Claim
Check One Box Only

- ☐ Conseco Finance Corp (02-49675-CAD)
- ☒ Conseco Finance Servicing Corp (02 49676 CAD)
- ☐ Conseco Agency of Alabama Inc (03 04692 CAD)
- ☐ Conseco Agency Inc (03 04693 CAD)
- ☐ Conseco Agency of Kentucky Inc (03 04694 CAD)
- ☐ Conseco Agency of Nevada Inc (03 04695 CAD)
- ☐ Conseco Agency of New York Inc (03 04696 CAD)
- ☐ Crum-Reed General Agency Inc (03 04697 CAD)
- ☐ Conseco Finance Canada Company (03 04698 CAD)
- ☐ Conseco Finance Canada Holding Company (03 04699 CAD)
- ☐ Conseco Finance Corp Alabama (03 047) CAD)
- ☐ Conseco Finance Credit Corp (03 04701 (\D)
- ☐ Conseco Finance Consumer Discount Con any (03 04702 CAD)
- ☐ Conseco Finance Loan Company (03 047(CAD)
- ☐ Conseco Finance Net Interest Margin Final e Corp I (03 04704 CAD)
- ☐ Conseco Finance Net Interest Margin Final e Corp II (03 04705-CAD)
- ☐ Green Tree Floorplan Funding Corp (03-0 06 CAD)
- ☐ Green Tree Finance Corp Two (03 0470 CAD)
- ☐ Landmark Manufactured Housing Inc (03 708 CAD)
- ☐ Rice Park Properties Corporation (03 047(CAD)

INSTRUCTIONS FOR FILING PROOF OF CLAIM FC RM

The instructions and definitions below are general explanations of the law In particular types of cases or circumstar s such as bankruptcy cases that are not filed voluntarily by a debtor there may be exceptions to the general rules

-- DEFINITIONS --

Debtor

The person corporation or other entity that has filed a bankruptcy case is called the debtor

Creditor

A creditor is any person corporation or other entity to whom the debtor owed a debt on the date that the bankruptcy case was filed

Proof of Claim

A form telling the bankruptcy court how much the debtor owed a creditor at the time the bankruptcy case was filed (the amount of the creditor s claim) This form must be filed with the court appointed Claims Agent Bankruptcy management Corporation at the address listed on the reverse side of this page

Secured Claim

A claim is a secured claim to the extent that the creditor has a lien on property of the debtor (collateral) that gives the creditor the right to be paid from that property before creditors who do not have liens on the property

Examples of liens are a mortgage on real estate and a security interest in a car truck boat television set or other item of property A lien may have been obtained through a court proceeding before a bankruptcy case began In some states a court judgment is a lien In addition to the extent a creditor also owes money to the debtor (has a right of setoff) the creditor s claim may be a secured claim (See also Unsecured Claim)

Unsecured Cl m

If a claim is not secure laim it is an unsecured claim A claim may be partly secured d partly unsecured if the property on which a creditor has a lien is worth enough to pay the creditor in full

Unsecured Pr rity Claim

Certain types of unsec d claims are given priority so they are to be paid in bankruptcy es before most other unsecured claims (if there is sufficient mone r property available to pay these claims) The most common typ of priority claims are listed on the proof of claim form Unsecure laims that are not specifically given priority status by the b ruptcy laws are classified as Unsecured Nonpriority Claims

Items to be completed in Proof of Claim form (if not already filled ir

Court, Name of Debtor, and Case Number

Fill in the name of the federal judicial district where the bankruptcy case was filed (for example District of Delaware) the name of the debtor in the bankruptcy case and the bankruptcy case number If you received a notice of the case from the Claims Agent Bankruptcy Management Corporation all of this information is near the top of the notice

Information about Creditor

If not already accurately pre printed omplete the section giving the name address and telephone number of the creditor to whom the debtor owes money or property and the debtor s account number if any If (a) anyone else has already filed a proof of claim relating to this debt (b) if you never received notices from the bankruptcy court about this case (c) if your address differs from that to which the Claims Agent sent this notice or (d) if this proof of claim replaces or amends a proof of claim that was already filed check the appropriate boxes on the form

1 Basis for Claim

Check the type of debt for which the proof of claim is being filed If the type of debt is not listed check Other and briefly describe the type of debt If you were an employee of the debtor fill in your social security number and the dates of work for which you were not paid

2 Date Debt Incurred

Fill in the date when the debt was first owed by the debtor

3 Court Judgments

If you have a court judgment for this debt state the date the court entered the judgment

4 Total Amount of Claim at Time Case Filed

Fill in the total amount of the entire claim If interest or other charges in addition to the principal amount of the claim are included check the appropriate place on the form and attach an itemization of the interest and charges

5 Secured Claim

If your claim is a secured claim check the appropriate boxes in thi ction You must state the type and value of property that is collateral for the claim attach copies of the docu ntation of your lien and state the amount past due on the claim as of the date the bankruptcy case was filed claim may be partly secured and partly unsecured (See DEFINITIONS above)

6 Unsecured Priority Claim

If your claim is an unsecured priority claim (See DEFINITIONS ab) check the app opriate boxes in h s section and state the amount entitled to priority A claim may be pa priority and partly nonpriority if for example the claim is more than the amount given priority by the lav Check the appropriate place to specify the type of priority claim

7 Credits

By signing this proof of claim you are stating under oath that in cal ating the amount of your claim you have given the debtor credit for all payments received from the debtor

8 Supporting Documents

You must attach to this proof of claim form copies of documents tha ow the debtor owes the debt claimed or if the documents are too lengthy a summary of those document. f documents are not available you must attach an explanation of why they are not available

Please read – important information upon completion of th claim form you are certifying that the statements herein are true

Be sure to date the claim and place original signature of claimant person making the claim for creditor where indicated at the bottom of the claim form Please type or pri ame of individual under the signature Be sure all items are answered on the claim form If not applicabl nsert Not Applicable

Return claim form and attachments if any and a second co with any attachments to the Claims Agent Bankruptcy Management Corporation at the addre on the front of this form

Franz, by and through his Guardian, Marvin Franz vs Americredit Corporation of California, et al

Clermont County Court of Common Pleas
Case Number 2000 CVH 364
Pending before the Honorable Jerry R McBride, Judge

Attached you will find the First Amended Complaint for Declaratory Judgment Pursuant to R C 2721 01, et seq There are numerous filings within the court record such as service documents, answers, replys, motions for summary judgment, court notices, etc

COURT OF COMMON PLEAS
CLERMONT COUNTY, OHIO

JEFFREY A FRANZ, an incompetent,
by and through his Guardian
Marvin E Franz
2218 Wilshire Circle
Goshen, Ohio 45122

PLAINTIFF

VS

AMERICREDIT CORPORATION OF
CALIFORNIA
8845 Governors Hill Drive
Suite 130
Cincinnati, Ohio 45249

AND

AMERICREDIT MORTGAGE SERVICES
8845 Governors Hill Drive
Suite 130
Cincinnati, Ohio 45249

AND

CONSECO FINANCE MORTGAGE SERVICES
7360 S Kyrene
Tempe, Arizona 85283

DEFENDANTS

CASE NO 2000 CVH 364
(JUDGE McBRIDE)

FIRST AMENDED COMPLAINT FOR DECLARATORY JUDGMENT PURSUANT TO R.C. 2721.01, ET. SEQ.

2000 MAY 10 PM 4 06
DAVID R [illegible] JR
CLERK OF COURT
CLERMONT COUNTY OHIO
FILED

1 Jeffrey A Franz, by and through his Guardian, seeks declaratory judgment that he did not have contractual capacity to enter into the mortgage loan agreement (and any related mortgage or promissory note or debt) with Defendants, a copy of which is attached hereto, marked Exhibit A, and incorporated herein by reference

2 Defendants Americredit Mortgage Services and Americredit Corporation of California are a corporation doing business in the State of Ohio with a principal place of business located at 8845 Governors Hill Drive, Suite 130, Cincinnati, Ohio 45249

3 Defendants Americredit Mortgage Services and Americredit Corporation of California assigned its interest in the mortgage and note to Defendant Conseco, a company doing business in the State of Ohio

4 Pursuant to the terms of the mortgage, Plaintiff borrowed the principal sum of $60,000 00 and mortgaged property to Defendants located in Clermont County, Ohio, which has the address of 2218 Wilshire Circle, Goshen, Ohio 45122 The note and mortgage was signed by Plaintiff on or about June 11, 1999 in Cincinnati, Ohio

5 A copy of the deed to the property located at 2218 Wilshire Circle, Goshen, Ohio 45122, is attached hereto, marked Exhibit B, and incorporated herein by reference

6 On or about February 10, 1990, Plaintiff suffered bodily injury in an automobile accident, which rendered him incompetent by reason of mental impairment Plaintiff was evaluated on August 21, 1990 pursuant to an order of the Probate Court of Clermont County, Ohio, and was found to be cognitively performing in the developmentally handicapped range at a 10 year and 4 month level On June 9, 1992, Plaintiff's father, Marvin Franz, was appointed Guardian of Jeffrey Franz, an incompetent, by reason of mental impairment A copy of the Judgment Entry appointing Marvin Franz Guardian of the Estate of Jeffrey Franz pursuant to R C 2111 09, in docket 24, page 237 of the Probate Court of Clermont County, Ohio, is attached, marked Exhibit C, and incorporated herein by reference A copy of the letters of

Guardianship is attached hereto, marked Exhibit D, and incorporated herein by reference

7 Plaintiff states that as a result of the appointment of a Guardian for Jeffrey Franz by the Clermont County Probate Court, Plaintiff is divested of any contractual capacity to enter into the contracts with any of the Defendants herein A transfer of property by Plaintiff to Defendants is void by reason of Plaintiff's contractual incapacity, and the Probate record of Plaintiff's incompetence is actual and constructive notice of that legal disability At no time did the Guardian appointed by the Probate Court of Clermont County, Ohio ratify the contracts between Plaintiff and Defendants

8 Plaintiff is entitled to a declaration that he did not have contractual capacity to enter into the agreements with Defendants, which are attached hereto and incorporated herein by reference Plaintiff is further entitled to a declaration that the Probate record of the Judgment of Plaintiff's incompetence and the appointment of a Guardian to act on Plaintiff's behalf is actual and constructive notice to the world of his legal disability Plaintiff is further entitled to a declaration that the transfer of property by Plaintiff to Defendants (and any resulting debt of Plaintiff) in the contracts attached to the Complaint are void, and shall be set aside

9 Plaintiff may be entitled to further relief, in law or at equity, the nature of which is not presently apparent

WHEREFORE, Plaintiff, by and through his undersigned counsel, demands judgment against all Defendants as follows

A A determination of the rights and obligations of the parties to the contracts attached to the Complaint, and that this Court declare that Plaintiff does not have the contractual capacity to enter into the contracts,

B A determination that the transfer of property by Plaintiff to Defendants (and any resulting debt) is void and should be set aside, and the contract between the parties shall not stand by reason of the orders of the Clermont County Probate Court in the case captioned In The Matter Of The Guardianship Of Jeffrey Franz, docket 24, page 237 of the Probate Court of Clermont County, Ohio,

C That this Court grant Plaintiff all relief to which he is entitled, in law or at equity, and

D That this Court award Plaintiff his costs incurred herein, including interest and reasonable attorney fees

Respectfully submitted,

ROSENHOFFER, NICHOLS, & SCHWARTZ

BY Jeffrey S Schwartz 0003281
Attorney for Plaintiff
97 Main Street
Batavia, Ohio 45103
(513) 732-0770

R DANIEL HANNON 0004842
Co-counsel for Plaintiff
10 S Third Street
Batavia, Ohio 45103
(513) 732-2214

INSTRUCTIONS TO THE CLERK:

It is respectfully requested that service of summons and a copy of the Complaint be made upon Defendants by certified mail, return receipt requested, at the addresses specified in the caption of the Complaint, pursuant to the Ohio Rules of Civil Procedure

JEFFREY S. SCHWARTZ
ATTORNEY FOR PLAINTIFF

91-2038B

9900028926
Filed for Record in
CLERMONT COUNTY, OH
CAROLYN GREEN
On 07-08-1999 At 01:09 pm.
MTG 46 00
Book OR Vol. 1212 Pg 290 - 299

Instrument Book Vol. Page
9900028926 OR 1212 290

[Space Above This Line For Recording Data]

AP# 33166
LN# 33166

OPEN-END MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on June 11, 1999 The mortgagor is JEFFREY FRANZ UNMARRIED

whose current mailing address is 2218 WILSHIRE CIRCLE, GOSHEN OH 45122

("Borrower") This Security Instrument is given to AMERICREDIT CORPORATION OF CALIFORNIA

which is organized and existing under the laws of the state of California, and whose address is 8845 GOVERNORS HILL DR STE 130 CINCINNATI, OH 45249 ("Lender") Borrower owes Lender the principal sum of Sixty Thousand and no/100 Dollars (U S $ 60 000 00)

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note") which provides for monthly payments, with the full debt, if not paid earlier, due and payable on July 1 2029

This Security Instrument secures to Lender (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note, (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument, and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in CLERMONT County Ohio

SITUATE IN SURVEY NOS 4236 AND 4447 STONELICK TOWNSHIP, CLERMONT COUNTY, OHIO, AND BEING ALL OF LOT 103 IN GREIMANN'S 2ND SUBDIVISION, AS THE SAME IS KNOWN AND DESIGNATED ON THE RECORDED PLAT OF SAID SUBDIVISION AS RECORDED IN PLAT BOOK E, 4602 OF ACRE OF LAND

30-44-13-103

*For The Purpose Of Indexing Use
Parcel # 30-44-13-103

which has the address of 2218 WILSHIRE CIRCLE, GOSHEN [Street City]
Ohio 45122 [Zip Code] ("Property Address"),

OHIO Single Family FNMA/FHLMC UNIFORM INSTRUMENT Form 3036 9/90 Amended 3/94
6R(OH) (9403) 02
VMP MORTGAGE FORMS (800)521 7291
Initials
Page 1 of 6 MW 03/94 02

EXHIBIT
A

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property All replacements and additions shall also be covered by this Security Instrument All of the foregoing is referred to in this Security Instrument as the "Property "

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows

1 **Payment of Principal and Interest, Prepayment and Late Charges** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note

2 **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property, (b) yearly leasehold payments or ground rents on the Property, if any, (c) yearly hazard or property insurance premiums, (d) yearly flood insurance premiums, if any, (e) yearly mortgage insurance premiums, if any, and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums These items are called "Escrow Items " Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U S C Section 2601 *et seq* ("RESPA"), unless another law that applies to the Funds sets a lesser amount If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank Lender shall apply the Funds to pay the Escrow Items Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made The Funds are pledged as additional security for all sums secured by this Security Instrument

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and in such case Borrower shall pay to Lender the amount necessary to make up the deficiency Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first, to any prepayment charges due under the Note, second, to amounts payable under paragraph 2, third, to interest due, fourth, to principal due, and last, to any late charges due under the Note

4 **Charges, Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents if any Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien, or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice

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5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance This insurance shall be maintained in the amounts and for the periods that Lender requires The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender s approval which shall not be unreasonably withheld If Borrower fails to maintain coverage described above, Lender may, at Lender s option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause Lender shall have the right to hold the policies and renewals If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender Lender may make proof of loss if not made promptly by Borrower

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due The 30-day period will begin when the notice is given

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition

6 Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender s security interest Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing

7 Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs Although Lender may take action under this paragraph 7, Lender does not have to do so

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment

8 Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance Loss reserve

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payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law

9 **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection

10 **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking Any balance shall be paid to Borrower In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments

11 **Borrower Not Released, Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower s successors in interest Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy

12. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 Borrower's covenants and agreements shall be joint and several Any Borrower who co signs this Security Instrument but does not execute the Note (a) is co signing this Security Instrument only to mortgage grant and convey that Borrower's interest in the Property under the terms of this Security Instrument, (b) is not personally obligated to pay the sums secured by this Security Instrument, and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent

13 **Loan Charges** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph

15. **Governing Law, Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision To this end the provisions of this Security Instrument and the Note are declared to be severable

16 **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument

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96000289

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17 Transfer of the Property or a Beneficial Interest in Borrower If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument

If Lender exercises this option, Lender shall give Borrower notice of acceleration The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower

18 Borrower's Right to Reinstate If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument, or (b) entry of a judgment enforcing this Security Instrument Those conditions are that Borrower (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred, (b) cures any default of any other covenants or agreements, (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred However, this right to reinstate shall not apply in the case of acceleration under paragraph 17

19. Sale of Note, Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law The notice will state the name and address of the new Loan Servicer and the address to which payments should be made The notice will also contain any other information required by applicable law

20 Hazardous Substances Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property Borrower shall not do, nor allow anyone else to do anything affecting the Property that is in violation of any Environmental Law The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection

NON UNIFORM COVENANTS Borrower and Lender further covenant and agree as follows

21 Acceleration, Remedies Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default, (b) the action required to cure the default, (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured, and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, costs of title evidence

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22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall discharge this Security Instrument without charge to Borrower Borrower shall pay any recordation costs

23 Advances to Protect Security. This Security Instrument shall secure the unpaid balance of advances made by Lender, with respect to the Property, for the payment of taxes, assessments, insurance premiums and costs incurred for the protection of the Property

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24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument
[Check applicable box(es)]

- [X] Adjustable Rate Rider
- [ ] Graduated Payment Rider
- [ ] Balloon Rider
- [ ] VA Rider
- [ ] Condominium Rider
- [ ] Planned Unit Development Rider
- [ ] Rate Improvement Rider
- [X] Other(s) [specify] RECONVEYANCE RIDER
- [ ] 1-4 Family Rider
- [ ] Biweekly Payment Rider
- [ ] Second Home Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it

Witnesses:

_____ (Seal) Borrower
JEFFREY FRANZ

_____ (Seal) Borrower

_____ (Seal) Borrower

_____ (Seal) Borrower

STATE OF OHIO, _____ County ss.

On this 11th day of _____, 1999, before me, a Notary Public in and for said County and State, personally appeared JEFFREY FRANZ

, the individual(s) who executed the foregoing instrument and acknowledged that he/she did examine and read the same and did sign the foregoing instrument, and that the same is his/her free act and deed

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My Commission Expires HELEN L. WRIGHT, Notary Public In and for the State of Ohio My Commission Expires November 28, 2001

_____ Notary Public

Prepared by Keely Yanulavich

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NOTARIAL SEAL STATE OF OHIO

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AP# 33166

LN# 33166

FIXED/ADJUSTABLE RATE RIDER

(6 Month Libor Index–Rate Caps)

THIS FIXED/ADJUSTABLE RATE RIDER is made this 1th day of June 1999, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Fixed/Adjustable Rate Note (the "Note") to AMERICREDIT CORPORATION OF CALIFORNIA (the "Lender") of the same date and covering the property described in the Security Instrument and located at

2218 WILSHIRE CIRCLE GOSHEN OH 45122
[Property Address]

THE NOTE PROVIDES FOR A CHANGE IN THE BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE AMOUNT THE BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows

A ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of 8 3500 % The Note also provides for a change in the initial fixed rate to an adjustable interest rate, as follows

4 ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of July 2001, and the adjustable interest rate I will pay may change on that day every 6th month thereafter The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date "

(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index The "Index" is the average of interbank offered rates for six-month U S dollar denominated deposits in the London Market ("LIBOR"), as published in THE WALL STREET JOURNAL The Index as of the last business day of the second month preceding a change is called the "Current Index"

If the Index is no longer available, the Note Holder will choose a new Index that is based upon comparable information. The Note Holder will give me notice of this choice

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Six and One / Half percentage points (6 5000 %) to the Current Index The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0 125%) Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments The result of this calculation will be the new amount of my monthly payment

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 11 3500 % or less than 8 3500 % Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than one percentage points (1 0%) from the rate of interest I have been paying for the preceding 6 months My interest rate will never be greater than 14 3500 % or less than 8 3500 %

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(E) Effective Date of Changes

My new interest rate will become effective on each Change Date I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of the change in my initial fixed interest rate to an adjustable interest rate and of any changes in my adjustable interest rate before the effective date of any change The notice will include the amount of my monthly payment, any information required by law to be given me and also the telephone number of a person who will answer any question I may have regarding the notice

B TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

1. UNTIL BORROWER'S INITIAL FIXED INTEREST RATE CHANGES TO AN ADJUSTABLE INTEREST RATE UNDER THE TERMS STATED IN SECTION A ABOVE, UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT SHALL BE IN EFFECT AS FOLLOWS.

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument

If Lender exercises this option, Lender shall give Borrower notice of acceleration The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower

2. WHEN BORROWER'S INITIAL FIXED INTEREST RATE CHANGES TO AN ADJUSTABLE INTEREST RATE UNDER THE TERMS STATED IN SECTION A ABOVE, UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT DESCRIBED IN SECTION B1 ABOVE SHALL THEN CEASE TO BE IN EFFECT, AND THE PROVISIONS OF UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT SHALL BE AMENDED TO READ AS FOLLOWS

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument Lender also shall not exercise this option if (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee, and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing

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If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 3 of this Fixed/Adjustable Rate Rider

JEFFREY FRANZ _____(Seal) -Borrower

_____(Seal) -Borrower

_____(Seal) -Borrower

_____(Seal) -Borrower

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#4289 032324

This Conveyance has been examined and the Grantor has complied with Section 319 202 of the Revised Code

FEE $ 12.00

EXEMPT

GARY G VOGELGESANG, County Auditor

BOOK 573 PAGE 368

Transferred 11-22-94

AUDITOR

By

7/4

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS

BONNIE K. MORNINGSTAR, unmarried, for valuable consideration paid, grants with general warranty covenants, to JEFFREY FRANZ, his heirs and assigns, whose tax mailing address is 7218 WILSHIRE CIR GOSHEN OHIO 45122, the following Real Property:

Situate in Survey Nos. 4236 and 4447, Stonelick Township, Clermont County, Ohio, and being all of Lot 103, in Greimann's 2nd Subdivision, as the same is known and designated on the recorded plat of said Subdivision as recorded in Plat Book E, Page 9, Recorder's Office, Clermont County, Ohio and containing .4602 of an acre of land.

Prior Instrument Reference: Official Record Book 433 Page 862 Clermont County, Ohio Records.

Witness her hand this 22nd day of November, 1994.

Signed and acknowledged in the presence of.

Stephen A. Durkee

Nicole A. Peppers

Bonnie K Morningstar

RECEIVED FOR RECORD CAROLYN CREEK CLERK OF RECORDS BATAVIA OHIO 94 NOV 22 PM 4 00

NOV 22 1994 APPROVED FOR TRANSFER CARL G HERTMAN COUNTY ENGINEER CLERMONT COUNTY O BY ASST TRANSFER OFFICER

STATE OF OHIO)
) SS:
COUNTY OF CLERMONT)

BE IT REMEMBERED, That on this 22nd day of November, 1994, before me, a notary public in and for said County, personally came Bonnie K. Morningstar, the Grantor in the foregoing deed, and acknowledged the signing thereof to be her voluntary act and deed.

IN TESTIMONY THEREOF, I have hereunto subscribed my mane and affixed my notarial seal on the day and year last aforesaid

Notary Public

This instrument prepared by:
Stephen A Durkee
Attorney at Law

EXHIBIT

STT BROTHERS, PUBLISHERS SPRINGFIELD, OHIO

PROBATE COURT OF CLERMONT COUNTY, OHIO

IN THE MATTER OF JEFFREY FRANZ

Case No _____ Docket 24 Page 237

JUDGMENT ENTRY

APPOINTMENT OF GUARDIAN FOR INCOMPETENT PERSON

Upon hearing the application for appointment of guardian herein the Court finds that Jeffrey Franz

is incompetent by reason of Mentally Impaired

and therefore is incapable of taking proper care of _____ self and his property, and that a guardianship is necessary

The Court further finds that all persons who were entitled to notice of the hearing thereon were given or waived notice thereof, that the incompetent is a resident of this county or has legal settlement herein, and that this Court has jurisdiction

It is therefore ordered that a guardian of the (~~person and~~ estate) be appointed

If an appointment is not made on the same day a guardian is ordered appointed stop here And then when the appointment is subsequently made insert a new heading This day this matter came on further to be heard and follow with remaining part of entry

The Court therefore appoints Marvin Franz

a suitable and competent person, guardian of the (~~person and~~ estate) of Jeffrey Franz incompetent, with the powers conferred by law to perform all the duties of a guardian This appointment is in compliance with R C 2111 09 and approves the bond as filed

The Court orders Letters of Guardianship issue to the appointed guardian

Probate Judge

EXHIBIT

C

BARRETT BROTHERS PUBLISHERS SPRINGFIELD OH

PROBATE COURT OF Clermont COUNTY, OHIO

IN THE MATTER OF THE GUARDIANSHIP OF Jeffrey Franz

Case No _____ Docket _____ Page _____

LETTERS OF GUARDIANSHIP

(R C 2111 02)

Marvin Franz is appointed Guardian

Jeffrey Franz an ____ Incompetent ____ Minor

Guardian s powers are

All powers conferred by the laws of Ohio and rules of this Court over the ward s

____ Person and Estate ____ Person Only x Estate Only

Limited to _____

Those guardianship powers until revoked are for an

x Indefinite time period

____ Definite time period to _____

The above-named Guardian has the power conferred by law to do and perform all the duties of Guardian as described No expenditures shall be made without prior Court authorization

June 10, 1992

Date

Stephanie Wightbinder

Probate Judge

NOTICE TO FINANCIAL INSTITUTIONS

Funds being held in the name of the within named Ward shall not be released to Guardian without a Court order directing release of a specific fund and amounts thereof

CERTIFICATE OF APPOINTMENT AND INCUMBENCY

The above document is a true copy of the original kept by me as custodian of this Court It constitutes the appointment and letters of authority of the named guardian who is qualified and acting in such capacity.

(Seal)

Probate Judge

by

Deputy Clerk

Date

EXHIBIT

D