

IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO

Home Loan Pooling and Servicing
Agreement

Plaintiff

-VS-

Home Owner et al.,

Defendants

CASE NO.:

JUDGE:

MAGISTRATE:

JUDGMENT ENTRY ADOPTING
MAGISTRATE'S DECISION

This cause is before the Court on the decision of the magistrate, the evidence admitted at the hearing, and the motions and pleadings in the Court file.

Summary judgment granted in favor of plaintiff against the following defendants:

xxxxx

Default judgment granted in favor of plaintiff against the following defendants:

xxxxx.

The court adopts the magistrate's decision dated xxxx granting a foreclosure on the premises.

(SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF)

PREMISES COMMONLY KNOWN AS:

xxxxxxx.

PERMANENT PARCEL NO.: xxxxx

The parties who have asserted an interest in the premises will be paid according to their priority. The claims of all parties who have asserted an interest in premises and whose claims are not paid in the order of distribution herein are transferred to the proceeds of sale and will be determined at a later date.

Judgment is rendered in favor of plaintiff xxxxx against defendant xxxxx in the sum of \$xxxxxxxx plus interest at the rate of xx% per annum from xxxxxx.

The Court finds that plaintiff has standing to bring this case.

IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED, that unless there is paid or caused to be paid, within three days of the Court's adoption of the Magistrate's Decision, to the Clerk of this Court, the costs of this case, taxes due and payable and to the plaintiff the sums found to be due it as aforesaid, together with interest due thereon, and the advances due plaintiff for real estate taxes, insurance premiums and property protection, the equity of redemption of all defendants named in this action in and to said premises shall be foreclosed and said premises sold; and, that an order of sale therefore shall issue to the Sheriff of Cuyahoga County directing him to appraise, advertise in a newspaper of general circulation within the County and sell said premises as upon execution and according to law, free and clear of the interest of all parties to this action.

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

FIRST: The Cost herein, including the sum of xxx payable to xxxxx for the Judicial Report filed herein, which is hereby taxed as costs;

SECOND: To the Cuyahoga County Treasurer, taxes, accrued taxes, assessments, and penalties on the premises described herein due and payable as of the date of confirmation of sheriff's sale and taxes, assessments, penalties and interest which attach before the confirmation of the year in which confirmation occurs, apportioned pro rate to the part of the year that precedes confirmation;

THIRD: To the plaintiff, xxxxx the sum of x plus interest at the rate of xxx per annum from xxxxx;

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

IT IS FURTHER ORDERED that upon the distribution of the proceeds of sale as aforesaid, the Clerk of this Court shall issue his certificate to the County Recorder directing him to enter the same on the margin of the records of said mortgages and liens releasing said liens from said premises.

It is further ORDERED, ADJUDGED AND DECREED that after said sale has been completed, the Sheriff of Cuyahoga County convey to the purchaser said real property and that a Writ of Possession of said property be issued.

[If other claims for relief are asserted such as reformation or declaratory judgment, it will be necessary to add a paragraph to this section. Examples include:

The Court finds that as the result of mutual mistake of the parties, the granting clause of the mortgage conveys only the interest of xxxx. The Court finds that the parties intended the mortgage to convey the interest of both xxxx and yyyy. Accordingly, IT IS FURTHER ORDERED ADJUDGED AND DECREED that the granting clause in the mortgage is reformed to reflect the intention of the parties.

The Court finds that as the result of mutual mistake of the parties, the legal description on plaintiff's mortgage and the deed to defendant xxxx contain errors. The Court finds that the parties to the mortgage and deed intended to describe the property described in Exhibit "A" attached hereto. Accordingly, IT IS FURTHER ORDERED ADJUDGED AND DECREED the legal descriptions in the mortgage and deed are reformed to match the legal description in Exhibit "A".

The Court finds that acknowledgment of Plaintiff's mortgage is defective in that the acknowledgment clause does not include the names of the grantors. Notwithstanding this defect, this mortgage is enforceable between the parties in equity. Accordingly, IT IS FURTHER ORDERED ADJUDGED AND DECREED that the subject mortgage will be enforced herein as an equitable mortgage.

The Court finds that defendant xxx intended to assign the subject note and mortgage to plaintiff but never completed the necessary documentation to record the assignment. Accordingly, IT IS FURTHER ORDERED ADJUDGED AND DECREED that plaintiff's is entitled to a declaration that it is the holder of the subject note and mortgage and that it is entitled to enforce said note and mortgage.]

No just reason for delay.

IT IS SO ORDERED

Judge