



NAILAH K. BYRD
CUYAHOGA COUNTY CLERK OF COURTS
1200 Ontario Street
Cleveland, Ohio 44113

Court of Common Pleas

New Case Electronically Filed:
May 1, 2017 15:38

By: SUZANNE M. GODENSWAGER 0086422

Confirmation Nbr. 1056068

DEUTSCHE BANK TRUST COMPANY AMERICAS AS
TRUSTEE

CV 17 879645

vs.

JOSEPH A. MELENDEZ, ET AL

Judge: DANIEL GAUL

Pages Filed: 43

THIS IS IN CONNECTION WITH THE COLLECTION OF A DEBT.
ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

SMG/JK
#15-02128
03/31/2017

IN THE COURT OF COMMON PLEAS,
CUYAHOGA COUNTY, OHIO
Civil Division

DEUTSCHE BANK TRUST COMPANY :
AMERICAS, AS TRUSTEE FOR :
RESIDENTIAL :
ACCREDIT LOANS, INC., :
MORTGAGE ASSET-BACKED PASS- :
THROUGH CERTIFICATES, SERIES :
2007-QS7 :
c/o Pnc Bank, National Association :
3232 Newmark Drive :
Miamisburg, OH 45342 :

Plaintiff

- vs -

JOSEPH A. MELENDEZ :
8205 FRANKLIN BOULEVARD, :
UNIT 12 :
CLEVELAND, OH 44102 :

JANE DOE, NAME UNKNOWN, :
UNKNOWN SPOUSE IF ANY OF :
JOSEPH A. MELENDEZ :
8205 FRANKLIN BOULEVARD, :
UNIT 12 :
CLEVELAND, OH 44102 :

CITY OF CLEVELAND ACTING BY :
AND THROUGH ITS DIRECTOR OF :
THE DEPARTMENT OF :
COMMUNITY DEVELOPMENT :
601 LAKESIDE AVENUE :
CLEVELAND, OH 44114 :

COMENITY BANK :
ONE RIGHTER PARKWAY :
WILMINGTON, DE 19803 :
-CONT-

CASE NO.

JUDGE

COMPLAINT FOR MONEY,
FORECLOSURE, AND OTHER
EQUITABLE RELIEF(WITH
NOTICE UNDER THE FAIR
DEBT COLLECTION
PRACTICES ACT ATTACHED)

PARCEL NUMBER: 002-21-312

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**THE PAINTERS LOFT
CONDOMINIUMS OWNERS'
ASSOCIATION, INC.
C/O K&C SERVICE CORP., S/A
50 PUBLIC SQUARE, STE 2000
CLEVELAND, OH 44113**

**CUYAHOGA CLERK OF COURTS
1200 ONTARIO STREET, 1ST FLOOR
CLEVELAND, OH 44113**

**STATE OF OHIO DEPARTMENT OF
TAXATION
C/O OHIO ATTORNEY GENERAL
COLLECTION ENFORCEMENT
DEPARTMENT 150 EAST GAY
STREET, 21ST FLOOR
COLUMBUS, OH 43215**

Defendants

FIRST COUNT

1. Plaintiff is in possession and entitled to enforce a note executed by the Defendant, Joseph A. Melendcz, a copy of which is attached hereto as Exhibit "A". By reason of default under the terms of the note and the mortgage securing same, plaintiff has declared the debt evidenced by said note due, and there is due thereon \$140,833.64, together with interest at the rate of 6.750% per year from January 01, 2016, plus court costs, advances and other charges, as allowed by law. All conditions precedent required under the note, mortgage and other loan documents have been satisfied.

SECOND COUNT

2. Plaintiff incorporates the allegations of Count One and further states that it is the holder of a mortgage, a copy of which is attached hereto as Exhibit "B". The mortgage was given to secure payment of the above-described note, and said mortgage constitutes a valid first lien upon the real estate described in the correct legal description which is attached hereto as Exhibit "C".

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3. The mortgage was filed for record on February 7, 2007, in Instrument No. 200702070725 of the county recorder's records and assigned to Plaintiff on March 21, 2016, and recorded on March 22, 2016, in Instrument No. 201603220254 of the Cuyahoga County Records. The conditions of defeasance contained therein have been broken, and plaintiff is entitled to have said mortgage foreclosed.

4. Plaintiff says that the defendants herein may claim an interest in the subject property described in the subject mortgage.

5. Plaintiff states that the conditions of said Mortgage Deed have been broken, by reason of default in payment, and that the Mortgage Deed has therefore become absolute; Plaintiff has fulfilled all applicable conditions precedent; and Plaintiff is entitled to have the equity of redemption, if any, of the Defendants named herein foreclosed, and to have the subject real property appraised, advertised and sold, and the proceeds arising therefrom applied to the judgment of Plaintiff.

WHEREFORE, plaintiff prays for judgment against Defendant, Joseph A. Melendez in the amount of \$140,833.64, together with interest at the rate of 6.750% per year from January 01, 2016, and as may be subsequently adjusted pursuant to the terms of the note, plus costs, advances, and other charges, as allowed by law; that plaintiff's mortgage, be adjudged a valid first lien upon the real estate described herein, and that said mortgage be foreclosed; that said real property be ordered sold, and that plaintiff be paid out of the proceeds of such sale; for such

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other relief, legal and equitable, as may be proper and necessary; and that all the other defendants herein be required to set up their liens or interests in said real estate or be forever barred from asserting same.

Respectfully submitted,

Sandhu Law Group, LLC

/s/ Suzanne M. Godcenswager

David T. Brady (0073127)

Suzanne M. Godcenswager (0086422) *vsmg*

Andrew M. Tomko (0090077)

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1213 Prospect Avenue, Suite 300

Cleveland, OH 44115

216-373-1001

216-373-1002

ssoloski@sandhu-law.com

Attorneys for Plaintiff

***THIS IS IN CONNECTION WITH THE COLLECTION OF A DEBT.
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**NOTICE REQUIRED BY THE FAIR DEBT COLLECTION PRACTICES ACT,
(the Act) 15 U.S.C. Section 1601 as Amended**

1. If your name appears as a Defendant in this Complaint, the following notice applies to you.
2. The purpose of the attached documents is to collect a debt. Any information you provide to Sandhu Law Group, LLC will be used for that purpose.
3. The amount of the debt is stated in paragraph one of this Complaint.
4. The plaintiff as named in this Complaint is the creditor to whom the debt is owed.
5. The debt described in this Complaint and attached hereto as evidenced by the copy of the note and mortgage will be assumed to be valid by Sandhu Law Group, LLC unless the debtor, within thirty (30) days after the receipt of this notice, disputes the validity of the debt or some portion thereof. Please note that notwithstanding the foregoing, you are still responsible under state law to file a response to the complaint, to which this notice is attached, within twenty-eight (28) days. This twenty-eight (28) day period and the thirty (30) day period mentioned above both commence the day after you receive the complaint. If you are uncertain of your rights or obligations under this notice or the complaint, or if you have any questions concerning the proceedings that have been commenced by the filing of the Complaint, you should consult an Attorney of your choice.
6. If you notify the Sandhu Law Group, LLC within thirty (30) days of the receipt of this notice that the debt or any portion thereof is disputed, Sandhu Law Group, LLC, will obtain a verification of the debt and a copy of the verification will be mailed to you by Sandhu Law Group, LLC.
7. If the creditor named as plaintiff in this Complaint is not the original creditor, and if the debtor makes a request to Sandhu Law Group, LLC the name and address of the original creditor will be mailed to you by Sandhu Law Group, LLC.
8. Any requests should be addressed to Sandhu Law Group, LLC, 1213 Prospect Avenue, Suite 300, Cleveland, OH 44115.

***FEDERAL LAW REQUIRES US TO INFORM YOU THAT THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.***

NOTE

February 6, 2007
[Date]

Cleveland
[City]

Ohio
[State]

9205 FRANKLIN BLVD UNIT 12, CLEVELAND, Ohio 44102
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 150,900.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is National City Mortgage a division of National City Bank

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 6.750 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1st day of each month beginning on April 1, 2007. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on March 1, 2037, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at National City Mortgage Co.
PO Box 533510, Atlanta, GA 30353-3510 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 1,043.60

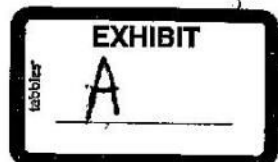
4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

MULTISTATE FIXED RATE NOTE-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Walters Kluwer Financial Services Form 3200 1/03
VMP[®]-5N (0207).01
Page 1 of 9
Initials: 



5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this 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 me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.00 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

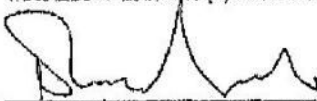
10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

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

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 given in accordance with Section 15 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.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.



JOSEPE A MELLENDEZ

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

PAY TO THE ORDER OF
Deutsche Bank Trust Company Americas as Trustee
WITHOUT RECOURSE
Residential Funding Company, LLC
BY Judy Faber
Judy Faber Vice President

PAY TO THE ORDER OF
NATIONAL CITY MORTGAGE CO
A SUBSIDIARY OF NATIONAL CITY BANK
WITHOUT RECOURSE
NATIONAL CITY MORTGAGE, A DIVISION OF
NATIONAL CITY BANK

TERRY L BADER
LOAN REVIEW ADMINISTRATOR (Original Only)

PAY TO THE ORDER OF
RESIDENTIAL FUNDING COMPANY LLC
WITHOUT RECOURSE
NATIONAL CITY MORTGAGE CO
A SUBSIDIARY OF NATIONAL CITY BANK

TERRY L BADER
LOAN REVIEW ADMINISTRATOR

ALLONGE TO NOTE

Pay to the order of: *Deutsche Bank Trust Company Americas, as Trustee for Residential Accredit Loans, Inc., Mortgage Asset-Backed Pass-Through Certificates, Series 2007-QS7*

Without recourse the Note executed by:

Borrower: Joseph A. Melendez

Co-Borrower:

Original Amount: \$160,900.00

Date Note Executed: February 06, 2007

WITHOUT RECOURSE:

Deutsche Bank Trust Company Americas as Trustee
BY: OCWEN LOAN SERVICES, LLC
ITS: ATTORNEY-IN-FACT

By: Barbara Essman
Authorized Signature BARBARA ESSMAN
Authorized Signer

Date Executed: 4-17-2017