

IN THE SUPREME COURT OF OHIO

Gregory T. Ackerman, et al.
Joyce L. Ackerman (Sole Appellant hereon)

Appellant,

v.

The Bank of New York Mellon, fka The
Bank of New York as Successor in interest
to JP Morgan Chase Bank NA as Trustee for
Bear Stearns Asset- Backed Securities Trust
2005-SD1, Asset-Backed Certificates Series
2005-SD1 c/o Wells Fargo Bank, N.A.
3476 Stateview Boulevard Fort Mill, SC
29715 MAC # 7801-013

Appellee.

CASE No. 21 - 0720

On Appeal from Montgomery
County Court of Appeals,
Second Appellate District

Court of Appeals
Case No. 28737

**JUDICIAL EMERGENCY AND COMPELLING MOTION FOR STAY AND ORDER
FOR REVERSE OF JUDGMENT UPON THE REVIEW OF ALLEGED
PERPETRATED ACTS OF FRAUD ON COURT**

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Pro Se ~Appearance personally pursuant to
28 U.S.C. § 1654, as SOLE APPELLANT,

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CLERK OF COURT
SUPREME COURT OF OHIO

**JUDICIAL EMERGENCY AND COMPELLING MOTION FOR STAY AND ORDER
FOR REVERSE OF JUDGMENT UPON THE REVIEW OF ALLEGED
PERPETRATED ACTS OF FRAUD ON COURT**

- 1) Now comes Appellant, Joyce L. Ackerman, with written motion. as one of Ohio Citizen, with a long-term medical disability, as Sole Appellant pro se litigant specifically to this extraordinarily irregular particular situation involving alleged unethical and dishonorable frivolous conduct of judicial circumstances that are of public and great general interest for this judicial emergency and compelling Motion for Stay, and Order for Reverse of Judgment.
- 2) Appellant respectfully moves the Honorable Supreme Court of Ohio for required support and intervention to expedite the relevant truth or falsity to issues of rules and law, and findings of fact from a necessary jury, if going forward is necessary, to the determination of specific real property constitutional issues, and other important outside persona; property issues arising from alleged Appellee, Bank of New York Mellon...c/o Wells Fargo Bank, N.A. , and Wells Fargo Home Mortgage / Wells Fargo Bank, N.A. acts of perpetrated “fraud on the Court”, and further alleged acts of “theft by deception” by other suspect individuals of interest, against the Appellant substantial rights that must be considered by this Court as a horrific gross “perversion of justice”, at the enormous expense of the taxpayers of the Ohio Court venue, and taxpayers of the federal court venue for over 12 years of “moot” litigation.
- 3) Appellant states and show cause herein to the fact that Appellant’s “GENERAL WARRANTY DEED” remains valid and enforceable upon the Honorable Supreme Court of Ohio consideration of alleged perpetrated acts of “fraud on the court” by the Appellee, and other suspect individuals of interest, and most relevant to the merits of Appellant, Joyce L Ackerman upon a valid “complete” and “successful” loan modification “Agreement”, and furthermore “DISMISSAL” of the same case matter twice within a year, without a “new

action” ever being initiated, generated or populated for “good cause” at the Clerk of Court Office in any Ohio Court venue.

See Exhibit A ~ Copy of VALID “GENERAL WARRANTY DEED” OF APPELLANT to demonstrates important “genuine issues of material facts” for evidence to reasonable minds of rational to consider, with fundamental substantive and substantial legal grounds, in order for Appellant to “retain” proper “Deed” ownership of the property at issue herein at 556 Shadowlawn Ave. Dayton, Ohio 45419 for 33+ years, with all interest, title, and all rights, upon the Appellant’s relevant pending “Notice of Appeal and “Memorandum in Support of Jurisdiction Relevant to Fraud on the Court of Sole Appellant, Joyce L. Ackerman”, filed June 07, 2021.

- 4) Appellant incorporates herein “Notice of Appeal” with “Memorandum in Support of Jurisdiction Relevant to Fraud on the Court”, filed with this Court on June 07, 2021, for reasonable and compelling grounds for Motion for STAY of alleged “frivolous conduct” and MOTION FOR ORDER FOR REVERSAL OF JUDGMENT AND ORDER FOR RELIEF.
- 5) Appellant states that the judicial matters before the Ohio Court venue involves “dual tracking” of the Appellant’s mortgage with Wells Fargo Home Mortgage / Wells Fargo Bank, N.A. and later with Appellee, Bank of New York Mellon...c/o Wells Fargo Bank, N.A.
- 6) Appellant states and show cause to the material facts that on March 06, 2009 Wells Fargo Home Mortgage (mortgagee) sent a letter to the Appellant (Mortgagor) which began an unwarranted and indefensible “foreclosure” civil action for the last 12 years with Appellee / Plaintiff; **Bank of New York Mellon...c/o Wells Fargo Bank, N.A.**, (both banks named as **Appellee** in the original title of case No. 2009CV03194 at the Common Pleas Court of Montgomery County, Ohio, while at the same time in the same letter, demonstrates and gives

directions to Appellant how to continue their mortgage relationship with Wells Fargo Home Mortgage (and parent company **Wells Fargo Bank, N.A.**); in order lower the interest rate of the Appellant's mortgage loan during a medical and financial hardship, and to eventually "complete" and establish a "valid" loan modification "Agreement" with their "Borrower Counseling Representatives"

See: Exhibit B ~ Letter beginning with notification of mortgage issues and how to request a Borrower Counseling Representatives.

- 7) Appellant states and show cause to Wells Fargo Home Mortgage letter on March 09, 2009 regarding Borrowing Counseling Program and Appellant's option to a Loan Modification, and further responds accordingly from the letter with timely requested financial information.

See: Exhibit C ~ "First step" in resolving issues with Borrower Counseling Program

- 8) Appellant states and show cause of Wells Fargo Home Mortgage, and Plaintiff, Bank of New York Mellon ...c/o Wells Fargo Bank, N.A., to initiating, generating and populating a "new action" on the court record to a "COMPLAINT IN FORECLOSURE" with the Clerk of Court Office at the Common Pleas Court of Montgomery County, Ohio, at case No 2009CV03194 from April 21, 2009, with additional "SUMMONS" to the Appellant from April 22, 2009.

- 9) Appellant states and show cause to Appellant / Defendant's short, relevant and sufficient "ANSWER" from May 20, 2009 to stay the proceeding of this "shocking and questionable" foreclosure civil action base on two (2) claims of defense. See "Answer" from May 20, 2009.

First defense, the Appellant / Defendant is currently still to this day involved in long standing legal matters for the past 21 years, with an important "priority of civil actions" of two (2) other "outside" and "incomplete" long term disability insurance case matter(s)

that are directly and financially relevant to this disputed foreclosure action, base on “incomplete” case matters and the sure “illegality” of “terminating” the “complete” adjudication of both case matters, as clearly made against the substantive and substantial “right of trial by jury shall be inviolate” of Ohio Citizens’ under Ohio Constitution Bill of Rights; Section 5. “Trial by Jury”, upon a party’s written motion for a “Jury Demand” to determine the genuine issues of material facts of a case matter rather than an administrative “bench judge”, as a measure of public safety and confidence in the judicial system when dealing with “issues of fact arising in actions for the recovery of money only, or specific real and personal property, shall be tried by a jury.” (See: Ohio Revised Code Section 2311.04 Trial Related Matters)

The Appellant further states with “good cause shown” for defense purposes under Civ.R. 12. Defenses and Objections, to where these longstanding insurance case matters are “unconstitutional” and “insufficient of process” of civil rights in actions to a deficient “right of trial by jury shall be inviolate”, and “preserved” upon Appellant’s obviously demonstration to a dishonorable “deprivation of rights”, under both the state of Ohio Constitution and Constitution of the United States: “Whoever, under color of any law, statute, ordinance, regulation, or custom, willfully subjects any person in any State, Territory, Commonwealth, Possession, or District to the deprivation of any rights, privileges, or immunities secured or protected by the Constitution or laws of the United States”, (See: 18 U.S. Code § 242 - Deprivation of rights under color of law), as Joyce L. Ackerman (Party to the “foreign insurance case matter”, as Plaintiff) is still without a meaningful “verdict” from a timely made “Jury Demand” action as relevant litigation of “foreign insurance case” matters to this foreclosure civil action. (See: 28 U.S. Code §

1657 - Priority of civil actions / ...“good cause is shown if a right under the Constitution of the United States or a Federal Statute ...would be maintained in a factual context that indicates that a request for expedited consideration has merit.”, so as to enforce any legal party’s “good cause shown” substantive and substantial rights according to the Constitution of the United States Bill of Rights; Fifth Amendment to “due process of law”, Seventh Amendment to “Trial by Jury” upon a “Jury Demand”, and Fourteenth Amendment to “All persons born or naturalized in the United States, and subject to the jurisdiction thereof, are citizens of the United States and of the state wherein they reside. No state shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any state deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws.”

Appellant states and shows cause to two (2) other outside pending case matters with “invalid” and “empty foreign judgment(s)” against an Ohio Citizen(s), as a legal party carrying state law claims with a “Jury Demand”, and next the case matters are “removed” with the “Jury Demand” to the federal Court venue by the insurance company representatives, and next the case matter is subjected to abusive and bias federal “administrative control” of the case matters, and next the case matters are interrupted by illogical and dishonorable “Orders of a court of the United States”, against a party’s substantial rights “that is entitled to full faith and credit in this state.”,

See: Federal Rules of Civil Procedure (FRCP) Rule 81:Applicability of the Rules in General; Removed Actions; b,c,d, upon “Removed Cases”; A party who, before removal, expressly demanded a jury trial in accordance with state law need not renew the demand

after removal.” , and furthermore, “The court must so order at a party's request and may so order on its own.”

Appellant states and shows cause to a “fundamental” deficiency of the federal and state Court(s) procedures to a mandate of substantive and substantial constitutional rights to a timely made “Jury Demand” to discover the “genuine issue of material facts” in case matters of insurance company breach of contract, breach of duty, and fiduciary bad faith with willful malice by the insurance company and legal representatives, as determined by a jury of community peers in this relevant and meaningful foreign case matter and null and void “foreign judgment”.

(See: Ohio Revised Code 2329.021. “Foreign judgment” defined)

Appellant states and further shows “good cause” for defensive purposes of the Appellant’s substantive and substantial right, that “all Court records” in the Appellant’s “foreign case matters” currently before the State of Ohio and United States court venues will show no “support” and “intervention” by any of her important public government representatives and agencies, to cause of an important “Amicus Brief” in support to the Constitution of the United States and Ohio Constitution in these important insurance issues cases of “public and great general interest” of Joyce L. Ackerman, and possibly others, upon her important request for “support” and “intervention” directly relevant to the “life” of the Constitutions of the United States via “Preamble”, Article III Judiciary (complete), Article IV; Section 1. Full Faith and Credit, and Section 2. Privileges, Article VI; Legal Status of the Constitution / Supreme Law (Oath of Office), FRCP 24 Intervention, FRCP Rule 38. Right to a Jury Trial; Demand: (a) Right Preserved. “The right of trial by jury as declared by the Seventh Amendment to the Constitution—or as

provided by a federal statute—is preserved to the parties inviolate”, and furthermore in critical “support” and “intervention” to the Ohio Constitution Article I Bill of Rights; Section 1. Inalienable Rights, Section 5. Trial by Jury, Section 16. Redress for injury, Due Process, Section 18. Suspension of laws, Section 20. Powers reserved to the people, Article IV Judiciary and jurisdiction, Article XV Miscellaneous (Accountability / Oath of Officers), and Civ.R 24 Intervention in “support” of possibly all Ohio Citizens, and all other 325,000,000 Citizens of the United States having the valuable access, privilege and substantial right of “due process of law”.

The Appellant’s outside “foreign case matters” clearly demonstrate a serious deprivation of substantive and substantial rights, as a “priority of civil actions”, with an important jury trial matter(s) that are still “incomplete” as a matter of law and injustice after 21 years of “errant litigation” by the “willful acts” of “principal” individuals.

See: Exhibit D ~ Notification and report of Federal constitutional violation to the U.S. Marshal Office, and other relevant judicial officers of the Ohio Court, so as to “protect” the interest and operation of the Federal Courts under federal laws, and thus “protect” the Ohio Courts under state of Ohio laws pursuant to the Constitution of the United States Bill of Rights; Fourteenth Amendment; Section3

“No person shall be a Senator or Representative in Congress, or elector of President and Vice President, or hold any office, civil or military, under the United States, or under any state, who, having previously taken an oath, as a member of Congress, or as an officer of the United States, or as a member of any state legislature, or as an executive or judicial officer of any state, to support the Constitution of the United States, shall have engaged in insurrection or rebellion against the same, or given aid or comfort to the enemies thereof. But Congress may by a vote of two-thirds of each House, remove such disability.”

Second Defense, Wells Fargo Home Mortgage, while serving an inappropriate and costly foreclosure civil action “against” the Appellant, the Appellee “offered” the Appellant meaningful loan modification negotiations with their “Borrower Counseling Program” on March 06, 2009, and again on March 09, 2009, for establishing an essential loan modification “Agreement” with lower monthly payments to help the Appellant with the “involuntary” financial situation of medical and financial hardships.

FACTS

10) Appellant states and shows cause to a valid “completed” and “successful” loan modification “Agreement”, with specific “controlling terms” dictated in the “Cover Letter” and “Details of the Modification”, and further with specific “financial terms” in the “Loan Modification Settlement Statement” that were clearly “offered” by Wells Fargo Home Mortgage on June 10, 2010, and “accepted” by the Appellant on June 16, 2010 for further engaging in a continuous “mortgage relationship” with Wells Fargo Home Mortgage.

See EXHIBT E ~ Valid loan modification “Agreement” of Appellant “offered” by Appellee Wells Fargo Bank, N.A. and its subsidiary Wells Fargo Home Mortgage and established on June 16, 2010 by the Appellant.

11) Appellant states and clearly show cause to this is a very important judicial emergency and compelling Motion for Stay and Motion for Orders for Relief now before the Supreme Court of Ohio Court that involves case matter No. 2009Cv03194 at the Common Pleas Court of Montgomery, Ohio at which was “Dismissed” on November 09, 2009 with an “ORDER OF DISMISSAL (Administrative Dismissal)”, as “DISMISSED other than on the merits and without prejudice”, and secondly “Dismissed” again on July 07, 2010 with an “ORDER OF DISMISSAL (Failure to Prosecute)” and “DISMISSED for want of prosecution, all without prejudice a new action”.

See EXHIBIT F ~ FIRST Order of Dismissal without prejudice

- 12) The Second District Appellate Court of Ohio has also clearly “failed to consider” any evidence of these material facts of the trial Court’s Dismissal(s) as relevant issues to these errant and corrupted foreclosure proceedings for nearly 12 years.
- 13) Appellant presents specific and particular issues before the Supreme Court of Ohio as to whether the trial court’s second “ORDER OF DISMISSAL” of Appellee’s complaint from July 07, 2010 constituted a dismissal “without prejudice” or dismissed with prejudice on the merits of the case following no relevant and substantial “new action” by the Appellee.
- 14) Appellant states the meaningful “definition words”, and compliance of the trial Court’s “ORDER of DISMISSAL” (Failure to Prosecute)” and “DISMISSED for want of prosecution, all without prejudice a new action”, from July 07, 2010, are clearly not the same or relevant to Appellee’s “unnecessary” written “Renewed Plaintiff’s Motion for Summary Judgment” from August 20, 2010 to an “old action”, and carries “no value”, upon “failure compliance” to the Court’s “Order of Dismissal, all without prejudice to a new action”, and furthermore Appellee clearly has no “good cause” for a “new action” upon the Appellant’s show cause to a valid “complete” and “successful” loan modification “Agreement” established on June 16, 2010 with Wells Fargo Home Mortgage, a subsidiary of Appellee ... c/o Wells Fargo Bank. N.A.

SEE EXHIBIT G ~ Appellee / Plaintiff “Renewed Motion for Summary Judgment”

- 15) Appellant moreover states and shows cause for Orders of Relief after “no party” in the “DISMISSED” case natters of case No. 2009CV03194 (including Appellee) has never filed a “new action” within one year, and beyond for 10+ years, to result in an “inappropriate” and

“moot” court Order “Entry Granting Summary Judgment and Decree in Foreclosure”, and further “moot” Sheriff Sale of Montgomery County Sheriff Rob Streck’s , and further “moot” “Journal Entry Confirmation Sale Ordering Deed and Distributing Sale Proceeds”, and further willful and reckless signature of Sheriff Rob Streck on alleged “fraudulent documents” prepared by the law firm of Lerner Sampson and Rothfuss, to a case No. 2009CV03194 that was properly “DISMISSED” without a “new action” as dictated by the trail Court, or generating a “new action serial case number” to populate a “new action” in the Clerk of Court Office, and next leading to a real life “illegality” of public wellbeing and harmful “foreclosure eviction” of the Appellant from Appellant’s property of 33+ years, and further unscrupulously “theft by deception” via alleged “fraudulent documents” currently before the Montgomery County, Ohio Auditor’s Office of Karl Keith, including an invalid “Sheriff’s Deed” and “Real Property Conveyance Fee Statement of Value and Receipt”, and other alleged “fraudulent documents” to an invalid and corrupt “General Warranty Deed” and property Recordings that are misleading against the Montgomery County, Ohio Recorder Office of Brandon C. McClain, and further leading to an unscrupulous “illegality” of Appellant’s eviction from the property at issue, and cause the “illegal” removal of all of the Appellant’s personal property, and Appellant’s spouses business property, inventory, corporate records and stolen debit / credit without Appellant’s permission, by deceitful individual suspects of interest named Robbin Roseberry (Pseudo-Sheriff Sale Bidder of the property at issue) and Spouse Mike Roseberry for their own use and possession, without any reasonable “good cause”, without any valid legal authority or any valid merit.

- 16) Furthermore, case No. 2009CV03194 “Order of Dismissal” is clearly without any further “new action” and has caused consideration of Appellant’s hardship created by outside judicial matters of frivolous conduct and perpetrated acts of fraud on the Court.
- 17) The Honorable aid of the Supreme Court of Ohio must conclude that the case matter No. 2009CV03194 was not properly dismissed and disposed of from July 07, 2010, because the Appellant’s preponderance of evidence and particular grounds show cause that the Appellee was “insufficient” to file a timely “new action”, and failed to comply with the trial Court Order of Dismissal” for a “new action” , and is without good cause shown to a “new action”, so as to Dismiss case No. 2009CV03194, “with prejudice”, at least only one year, later from July 07, 2011.
- 18) Therefore, upon these relevant grounds and Appellant’s reasons stated above, along with the judicial aid of this Honorable Supreme Court of Ohio constitutional protection of Ohio Citizens wellbeing and public safety from abuse of judicial discretion, and reasonable consideration of Appellant’s stated facts and material evidence of merit for good cause shown, the Judgment of the Second District Appellate Court should and must be immediately reversed, as is proper and just in “correcting” the “unbalanced scales” of Justice in this infamous case matter before the Ohio Judiciary.

COMPETENT JURISDICTION OF SUPREME COURT OF OHIO

- 19) This important case raises the following; A)The case raises a substantial constitutional question; B) The case involves a felony; C) The case is one of public or great general interest.
- 20) The Supreme Court of Ohio has valid competent original jurisdiction and appellate jurisdiction to this important case matter of public and great general interest herein pursuant to the Ohio Constitution, in relevant parts;

- a) Article IV Section 1, In whom power vested;

“The judicial power of the state is vested in a supreme court, courts of appeals, courts of common pleas and divisions thereof, and such other courts inferior to the Supreme Court as may from time to time be established by law.”,

- b) Original Jurisdiction under Ohio Constitution Article IV, Section 2;

Organization and Jurisdiction of Supreme Court

(A) The Supreme Court shall, until otherwise provided by law, consist of seven judges, who shall be known as the chief justice and justices. In case of the absence or disability of the chief justice, the judge having the period of longest total service upon the court shall be the acting chief justice. If any member of the court shall be unable, by reason of illness, disability or disqualification, to hear, consider and decide a cause or causes, the chief justice or the acting chief justice may direct any judge of any court of appeals to sit with the judges of the Supreme Court in the place and stead of the absent judge. A majority of the Supreme Court shall be necessary to constitute a quorum or to render a judgment.

(B)(1) The Supreme Court shall have original jurisdiction in the following:

- (a) Quo warranto;
- (b) Mandamus;
- (c) Habeas corpus;
- (d) Prohibition;
- (e) Procedendo;
- (f) In any cause on review as may be necessary to its complete determination;
- (g) Admission to the practice of law, the discipline of persons so admitted, and all other matters relating to the practice of law.

(2) The Supreme Court shall have appellate jurisdiction as follows:

- (a) In appeals from the courts of appeals as a matter of right in the following:
 - (i) Cases originating in the courts of appeals;
 - (ii) Cases in which the death penalty has been affirmed;
 - (iii) Cases involving questions arising under the constitution of the United States or of this state.
 - (b) In appeals from the courts of appeals in cases of felony on leave first obtained.
 - (c) In direct appeals from the courts of common pleas or other courts of record inferior to the court of appeals as a matter of right in cases in which the death penalty has been imposed.
 - (d) Such revisory jurisdiction of the proceedings of administrative officers or agencies as may be conferred by law;
 - (e) In cases of public or great general interest, the Supreme Court may direct any court of appeals to certify its record to the Supreme Court, and may review and affirm, modify, or reverse the judgment of the court of appeals;
 - (f) The Supreme Court shall review and affirm, modify, or reverse the judgment in any case certified by any court of appeals pursuant to section 3(B)(4) of this article.
- (3) No law shall be passed or rule made whereby any person shall be prevented from invoking the original jurisdiction of the Supreme Court.

(C) The decisions in all cases in the Supreme Court shall be reported together with the reasons therefore.

c) Appellate invokes jurisdiction under Ohio Constitution Article IV, Section 2(B)(2)(e)(f);

Article IV, Section 2(B)(2)(e); “In cases of public or great general interest, the supreme court may direct any court of appeals to certify its record to the supreme court, and may review and affirm, modify, or reverse the judgment of the court of appeals,”

Article IV, Section 2(B)(2)(f); “The Supreme Court shall review and affirm, modify, or reverse the judgment in any case certified by any court of appeals pursuant to section 3(B)(4) of this article.

20) The Ohio Constitution: Article I Bill of Rights Section 16 Redress in courts;

“All courts shall be open, and every person, for an injury done him in his land, goods, person, or reputation, shall have remedy by due course of law, and shall have justice administered without denial or delay. [Suits against the state.] Suits may be brought against the state, in such courts and in such manner, as may be provided by law.”

21) Ohio Constitution Article IV; Section 5 Other powers of the Supreme Court(A)(1)

“In addition to all other powers vested by this article in the supreme court, the supreme court **shall have general superintendence over all courts in the state**. Such general superintending power shall be exercised by the chief justice in accordance with rules promulgated by the Supreme Court.”

22) Ohio Constitution Article IV; Section 17 Judges removable,

“Judges may be removed from office, by concurrent resolution of both houses of the general assembly, if two-thirds of the members, elected to each house, concur therein; but, no such removal shall be made, except upon complaint, the substance of which shall be entered on the journal, nor, until the party charged shall have had notice thereof, and an opportunity to be heard.”

23) Ohio Constitution Article IV; Section 18 Powers and jurisdiction

“The several judges of the Supreme Court, of the common pleas, and of such other courts as may be created, shall, respectively, have and exercise such power and jurisdiction, at chambers, or otherwise, as may be directed by law.”

24) Ohio Constitution Article IV Section 21 and Section 22. Supreme Court commission

“A commission, which shall consist of five members, shall be appointed by the governor, with the advice and consent of the senate, the members of which shall hold office for the term of three years from and after the first day of February, 1876, to dispose of such part of the business then on the dockets of the supreme court, as shall, by arrangement between said commission and said court, be transferred to such commission; and said commission shall have like jurisdiction and power in respect to such business as are or may be vested in said court; and the members of said commission shall receive a like compensation for the time being, with the judges of said court. A majority of the

members of said commission shall be necessary to form a quorum or pronounce a decision, and its decision shall be certified, entered, and enforced as the judgments of the supreme court, and at the expiration of the term of said commission, all business undisposed of shall by it be certified to the supreme court and disposed of as if said commission had never existed.”

25) Ohio Constitution Article XV Section 7 Oath of officers

“Every person chosen or appointed to any office under this state, before entering upon the discharge of its duties, shall take an oath or affirmation, to support the Constitution of the United States, and of this state, and also an oath of office.”

26) The Supreme Court of Ohio has valid competent original jurisdiction and appellate

jurisdiction to this important case matter of public and great general interest herein

pursuant to the Ohio Constitution, and statutes **Ohio Revised Code Section**

2323.51 | Frivolous conduct in filing civil claims;

(A) As used in this section:

(1) "Conduct" means any of the following:

(a) The filing of a civil action, the assertion of a claim, defense, or other position in connection with a civil action, the filing of a pleading, motion, or other paper in a civil action, including, but not limited to, a motion or paper filed for discovery purposes, **or the taking of any other action in connection with a civil action;**

(2) "Frivolous conduct" means either of the following:

(a) Conduct of an inmate or **other party to a civil action**, of an inmate who has filed an appeal of the type described in division (A)(1)(b) of this section, or of the inmate's or other party's counsel of record that satisfies any of the following:

(i) **It obviously serves merely to harass or maliciously injure another party to the civil action** or appeal or is for **another improper purpose, including, but not limited to, causing unnecessary delay or a needless increase in the cost of litigation.**

(ii) **It is not warranted under existing law, cannot be supported by a good faith argument for an extension, modification, or reversal of existing law, or cannot be supported by a good faith argument for the establishment of new law.**

(iii) **The conduct consists of allegations or other factual contentions that have no evidentiary support or, if specifically so identified, are not likely to have evidentiary support after a reasonable opportunity for further investigation or discovery.**

(iv) **The conduct consists of denials or factual contentions that are not warranted by the evidence** or, if specifically so identified, are not reasonably based on a lack of information or belief.”

And furthermore Appellant raises relevant relief pursuant to **Section 2323.51 | Frivolous conduct in filing civil claims.** (D) “This section does not affect or limit the application of any provision of the Rules of Civil Procedure, the Rules of Appellate Procedure, or another court rule or section of the Revised Code to the extent that the provision prohibits an award of court costs, attorney's fees, or other expenses incurred in connection with a particular civil action or appeal or authorizes an award of court costs, attorney's fees, or other expenses incurred in connection with a particular civil action or appeal in a specified manner, generally, or subject to limitations.”

COMPETENT JURISDICTION OF APPELANT

27) Appellant incorporates herein the full and complete “COMPETENT JURISDICTION OF SUPREME COURT OF OHIO”, above, and furthermore show cause to COMPETENT JURISDICTION OF APPELANT in this particular case matter with this written Motion for Stay of all frivolous conduct and perpetrated acts of injustice made in bad faith with malice against the Court itself, against the trial Court’s last relevant Order in a case DISMISSED on July 07, 2010, against the legal parties, against the taxpayers of the Court venue, all which require any party of this particularly “DISMISSED” case matter within the Common Pleas Court of Montgomery County, Ohio at case No. 2009CV03194 to file a “new action”, and yet all parties are completely “insufficient” to comply with the trial Court Order so as to commence a “new action”, and further having to obtain a valid “new action” serial case number, and further must have “good cause” to do so, which has brought the Appellant to this competent jurisdiction of the Supreme Court of Ohio for constitutional protection of certain Inalienable Rights to... “acquire, possess and protecting property”, via Appellant having legal “redress of injury”... by “due process of law” under the Ohio Constitution.

See Exhibit H: Second “ORDER OF DISMISSAL” all without prejudice to a “new action”

28) As a result of these highly irregular judicial matters of public and great general interest involving a constitutional question and relevant circumnates that show cause to alleged fraud on the Court, the Appellant shall have competent jurisdiction in the Supreme Court of Ohio for Motion for Order for Reverse of Judgment, and Motion for Orders for Relief, and all other necessary deterrents Orders, pursuant to the relevant parts of Ohio civil constitutional protection under the Ohio Constitution;

29) The Ohio Constitution: Article I Bill of Rights Section 1 Inalienable Rights. (1851)
“All men are, by nature, free and independent, and have certain inalienable rights, among which are those of enjoying and defending life and liberty, acquiring, possessing, and protecting property, and seeking and obtaining happiness and safety.”

30) The Ohio Constitution: Article I Bill of Rights Section 2 “Right to alter, reform, or abolish government, and repeal special privileges (1851)
“All political power is inherent in the people. Government is instituted for their equal protection and benefit, and they have the right to alter, reform, or abolish the same, whenever they may deem it necessary; and no special privileges or immunities shall ever be granted, that may not be altered, revoked, or repealed by the general assembly.”

31) The Ohio Constitution: Article I Bill of Rights Section 5 Trial by jury (1851, amended 1912)
“The right of trial by jury shall be inviolate, except that, in civil cases, laws may be passed to authorize the rendering of a verdict by the concurrence of not less than three-fourths of the jury.”

32) The Ohio Constitution: Article I Bill of Rights Section 11 Freedom of speech; of the press; of libels (1851)
“Every citizen may freely speak, write, and publish his sentiments on all subjects, being responsible for the abuse of the right; and no law shall be passed to restrain or abridge the liberty of speech, or of the press. In all criminal prosecutions for libel, the truth may be given in evidence to the jury, and if it shall appear to the jury, that the matter charged as libelous is true, and was published with good motives, and for justifiable ends, the party shall be acquitted.”

33) The Ohio Constitution: Article I Bill of Rights Section 16 Redress in courts (1851, amended 1912)
“All courts shall be open, and every person, for an injury done him in his land, goods, person, or reputation, shall have remedy by due course of law, and shall have justice administered without denial or delay. [Suits against the state.] Suits may be brought against the state, in such courts and in such manner, as may be provided by law.”

34) The Ohio Constitution: Article I Bill of Rights Section 18 Suspension of laws (1851)

“No power of suspending laws shall ever be exercised, except by the general assembly.”

35) The Ohio Constitution: Article I Bill of Rights Section 20 Powers reserved to the people (1851)

“This enumeration of rights shall not be construed to impair or deny others retained by the people; and all powers, not herein delegated, remain with the people.”

36) Ohio Revised Code Section 2311.02 | Issues defined.

“Issues arise on the pleadings where a fact or conclusion of law is maintained by one party and controverted by the other. They are of two kinds: (A) Issues of law, and (B) Issues of fact

37) Ohio Revised Code Section 2311.04 | Trial of issues.

“Issues of law must be tried by the court, unless referred as provided in the Rules of Civil Procedure. Issues of fact arising in actions for the recovery of money only, or specific real or personal property, shall be tried by a jury, unless a jury trial is waived or unless all parties consent to a reference under the Rules of Civil Procedure. All other issues of fact shall be tried by the court, subject to its power to order any issue to be tried by a jury, or referred.”

38) Ohio Revised Code Section 2311.06 | Numbering of cases.

“A case in all its stages in the same court and upon every docket or book, and all papers filed or issued therein, shall bear the appearance docket number. The clerk of the court shall not place a case upon the trial docket in which nothing remains to be done except to execute an order for the sale of real or personal property and to distribute the proceeds as directed by the order. If it becomes necessary, the case may be redocketed, on the application of either party, whereupon it shall stand in all respects as if it had remained on the docket.

39) Ohio Revised Code Section 2305.04 | Recovery of real estate

“An action to recover the title to or possession of real property shall be brought within twenty-one years after the cause of action accrued, but if a person entitled to bring the action is, at the time the cause of action accrues, within the age of minority or of unsound mind, the person, after the expiration of twenty-one years from the time the cause of action accrues, may bring the action within ten years after the disability is removed.”

40) Ohio revised Code Section 2311.07 | Order of hearing cases.

“Cases in which there is an issue of fact or damages to be assessed shall be tried in the order in which they stand on the trial docket, unless by the consent of parties, or by the order of the court, they are continued or placed at the end of the docket, or for good cause shown are especially assigned for trial or hearing out of their regular order. Actions for wages and actions pursuant to section 5903.02 of the Revised Code shall be first in order for trial.”

legislation.

41) Ohio Revised Code Section 2945.17 | Right to jury trial.

(A) At any trial, in any court, for the violation of any statute of this state, or of any ordinance of any municipal corporation, except as provided in divisions (B) and (C) of this section, the accused has the right to be tried by a jury.

B) The right to be tried by a jury that is granted under division (A) of this section does not apply to a violation of a statute or ordinance that is any of the following: (1) A violation that is a minor misdemeanor; (2) A violation for which the potential penalty does not include the possibility of a prison term or jail term and for which the possible fine does not exceed one thousand dollars.

(C) Division (A) of this section does not apply to, and there is no right to a jury trial for, a person who is the subject of a complaint filed under section 2151.27 of the Revised Code against both a child and the parent, guardian, or other person having care of the child.

42) Appellant compels jurisdiction of the Supreme Court of Ohio for immediate intervention

(See: Ohio Rule 24 - Intervention) and AFFIRM these relevant and important constitutional protection matters upon Appellant's Motion for Stay of "frivolous conduct", Motion for Order for Reversal of Judgment, Motion for Order of Relief, and all other necessary Orders of deterrents as justice so requires by this Honorable and Highest Supreme Court of Ohio.

43) Appellant states and show cause that the Appellee, Bank of New York Mellon...c/o

Wells Fargo Bank, N.A. , and other suspect individuals of interest, are allegedly engaged in "frivolous conduct" of illegally presenting "affidavits made in bad faith" against the Clerk of Court Office at the Common Pleas Court of Montgomery, Ohio, and "false statements", and "fraudulent documents" submitted as misleading public records against the Montgomery County Auditor Office and Public Real Estate Records.

44) Appellant clearly states and show cause to Appellee, Bank of New York Mellon...c/o

Wells Fargo Bank, N.A., Wells Fargo Home Mortgage, and other suspect individuals of interest, of performing perpetrated acts of fraud on the Court, and further acts of theft by deception, and further acts of slander and libel against the Appellant, and other parties, on judicial matters established by a preponderance of the evidence that the proof of this

particular and specific foreclosure matter against the Appellant's property is absolutely fraudulent.

- 45) Appellant clearly states and show cause to an important civil action of Appellant's "previous" foreclosure action at case No. 2009CV3194, that was properly dismissed upon "ORDER OF DISMISSAL" from July 07, 2010, pursuant to fundamental legal grounds under Civ.R. 41(B)(1) and Local Rule 2.15, by Order of the Court.
- 46) Appellant states and show cause furthermore pursuant to grounds applicable to Civ.R. 41(B)(4), as the Appellee is "completely insufficient" in complying with the Court Orders to a "new action". Appellee is clearly "insufficient" to a "new action" existing on any and all Court Docket(s) in the State of Ohio against the Appellant, or any other party to be named in a new action".

See: Rule 41 -**B) Involuntary dismissal: effect thereof.**(1) **Failure to prosecute. Where the plaintiff fails to prosecute, or comply with these rules or any court order, the court upon motion of a defendant or on its own motion may, after notice to the plaintiff's counsel, dismiss an action or claim.**(2) **Dismissal; non-jury action.** After the plaintiff, in an action tried by the court without a jury, has completed the presentation of the plaintiff's evidence, the defendant, without waiving the right to offer evidence in the event the motion is not granted, may move for a dismissal on the ground that upon the facts and the law the plaintiff has shown no right to relief. The court as trier of the facts may then determine them and render judgment against the plaintiff or may decline to render any judgment until the close of all the evidence. If the court renders judgment on the merits against the plaintiff, the court shall make findings as provided in Civ. R. 52 if requested to do so by any party.(3) **Adjudication on the merits; exception.** A dismissal under division (B) of this rule and any dismissal not provided for in this rule, except as provided in division (B)(4) of this rule, operates as an adjudication upon the merits unless the court, in its order for dismissal, otherwise specifies.(4) **Failure other than on the merits.** A dismissal for either of the following reasons shall operate as a failure otherwise than on the merits: (a) lack of jurisdiction over the person or the subject matter;(b) failure to join a party under Civ. R. 19 or Civ. R. 19.1.(C) **Dismissal of counterclaim, cross-claim, or third-party claim.** The provisions of this rule apply to the dismissal of any counterclaim, cross-claim, or third-party claim. A voluntary dismissal by the claimant alone pursuant to division (A)(1) of this rule shall be made before the commencement of trial.(D) **Costs of previously dismissed action.** If a plaintiff who has once dismissed a claim in any court commences an action based upon or

including the same claim against the same defendant, the court may make such order for the payment of costs of the claim previously dismissed as it may deem proper and may stay the proceedings in the action until the plaintiff has complied with the order.”

47) Appellant states and show cause for stay pursuant to the fundamental legal grounds herein under Civ.R. 41(B)(1) and Local Rule 2.15, by Order of the Court, and furthermore pursuant to grounds applicable to Civ.R. 41(B)(4), whereas the Appellee is “completely insufficient” in complying with the Court Orders to a “new action”, whereas most relevant, the trial court “lacks subject matter jurisdiction” unless it is a “new action”, thereby creating an opportunity for a party to file a “new action” within a year in accordance to Civ.R.2 and Civ. R. 3(A).

See: Ohio Rules and procedure to performing a “new action”, thus populating a “new action case number” in the Clerk of Court Office in the Common Pleas Court of Montgomery County, Ohio, or any other county of Ohio, for many years in order to legally proceed pursuant to Civ.R. 2, and Civ.R. 3(A) Commencement of Action , and Sup, R. 43. Case Numbering--Municipal and County Court. (A) Method.

CITATION OF AUTHORITY

48) Appellant cites a somewhat similar case matter in principle of “service”, and herein to necessary service to a “new action”, if ever initiated by the Appellee, in that The Supreme Court of Ohio Court holds a dismissed complaint with failure to serve within one year, results in Dismissal of action with prejudice, and Judgment is reversed.

See: **Citation at *Sisk & Assoc., Inc. v. Commt. to Elect Timothy Grendell*, 123 Ohio St.3d 447, 2009-Ohio-559. See Relevant parts; {¶ 5}** Civ.R. 3(A) states that “[a] civil action is commenced by filing a complaint with the court, if service is obtained within one year from such filing upon a named defendant.” **A principal purpose of Civ.R. 3(A) is “to promote the prompt and orderly resolution of litigation, as well as eliminating**

the unnecessary clogging of court dockets caused by undue delay.” *Saunders v. Choi* (1984), 12 Ohio St.3d 247, 250, 12 OBR 327, 466 N.E.2d 889. See *Fetterolf v. Hoffmann- LaRoche, Inc.* (1995), 104 Ohio App.3d 272, 277, 661 N.E.2d 811 (construing *Saunders* and determining that “no extension [of time to perfect service] can be granted after the one-year limitations period for commencement of an action as required by Civ.R. 3(A) has run”).

{¶ 6} The dismissal of the first complaint was voluntary. The dismissal of the second complaint was involuntary. Had the second complaint been voluntarily dismissed, it would have operated as a dismissal on the merits because it would have been the second voluntary dismissal of the same claim. Civ.R. 41(A)(1) (a) (voluntary dismissal “is without prejudice, except that a notice of dismissal operates as an adjudication upon the merits of any claim that the plaintiff has once dismissed in any court”); *Olynyk v. Scoles*, 114 Ohio St.3d 56, 2007-Ohio-2878, 868 N.E.2d 254, syllabus. See *Schafer v. Sunsports Surf Co., Inc.* (10th Dist. No. 06AP-484), 2006-Ohio-6002, ¶ 15. But the second dismissal was not voluntary, it was involuntary, pursuant to Civ.R. 41(B)(1), because Sisk failed to comply with Civ.R. 3(A). Accordingly, Civ.R. 41(B)(3) applies; it provides that an involuntary dismissal “operates as an adjudication upon the merits unless the court, in its order for dismissal, otherwise specifies.” The trial court specified that the dismissal was without prejudice.

{¶ 7} Because the trial court involuntarily dismissed the complaint, but without prejudice, the dismissal is, according to Civ.R. 41(B)(3), other than on the merits. But the situation thereby created is clearly incompatible with the purpose of Civ.R. 3(A), which is “to promote the prompt and orderly resolution of litigation.” *Saunders*, 12 Ohio St.3d at 250, 12 OBR 327, 466 N.E.2d 889. Furthermore, allowing the dismissal to be without prejudice would grant Sisk a better result from an involuntary dismissal than from a voluntary dismissal. The bottom line in this case is that Sisk has utterly failed to comply with the service requirement in Civ.R. 3(A). To allow Sisk to proceed with its case, after twice failing to perfect service within a year, would be a perversion of justice.

{¶ 8} We are persuaded that the just approach is to assume, as we did in *Goolsby v. Anderson Concrete Corp.* (1991), 61 Ohio St.3d 549, 551, 575 N.E.2d 801, that an instruction to the clerk of courts to attempt service outside the one- year period in Civ.R. 3(A) is “equivalent to a refile of the complaint.” *Id.* at syllabus. The attempt to serve the second complaint more than one year after it was filed is equivalent, then, to a refile of the complaint, which necessarily implies that the second complaint had been dismissed by notice, as in *Goolsby*. Unlike the plaintiff in *Goolsby*, however, Sisk has already dismissed his claim once. The subsequent notice dismissal, even if implied, therefore “operates as an adjudication upon the merits.” Civ.R. 41(A)(1); *Olynyk*, 114 Ohio St.3d at 59, 868 N.E.2d 254. See *Schafer*, 2006-Ohio-6002, at ¶ 15 (construing *Goolsby*, in a case very similar to this one, and concluding that “a second voluntary dismissal (necessary in order to refile) would have resulted in an adjudication upon the merits of his claims”).

{¶ 9} Therefore, we hold that when a plaintiff files an instruction for a clerk to attempt service of a complaint that was filed more than a year prior, the instruction, by operation

of law, is a notice dismissal of the claims, and if the plaintiff had previously filed a notice dismissing a complaint making the same claim, the instruction, by operation of law, is a second notice dismissal, resulting in dismissal with prejudice of the claims. **“We reverse the judgment of the court of appeals.”**

- 49) Appellant states and show cause to material facts affecting the substantial rights of the Appellant in which case No. 2009CV03194 was properly “Dismissed” on July 07, 2010, and furthermore the Appellee, and other party. are “insufficient” of service of a “new action” and further failed to “comply” with the Court’s “Order” and fundamental operation of the public court to a “new action”, and thus the trial Court “lacks jurisdiction over the person or the subject matter” , without a “new action”.
- 50) Appellant states and show cause the trial Court’s “dismissal” of case No. 2009CV03194 on July 07, 2010, is complete, and “in which nothing remains to be done” based upon the “relevant evidence” and “judicial notice of adjudicative facts” of specific and particular material facts of Appellant’s mortgage loan relationship services with Wells Fargo Home Mortgage, and furthermore any additional Court “Order” or the Appellee’s attempted “redocketing” of the “Dismissed” case matter is unnecessary because of the Appellant’s valid “complete” and “successful” loan modification “Agreement” offered by Wells Fargo Home Mortgage on June 10, 2010, and accepted and established on June 16, 2010 by the Appellant. Emphasis added.
- 51) Appellant states and show cause to the operation of law pursuant to Sup.R, **201. Judicial Notice of Adjudicative Facts;**
- (A) Scope of rule.** This rule governs only judicial notice of adjudicative facts; i.e., the facts of the case.
- (B) Kinds of facts.** A judicially noticed fact must be one not subject to reasonable dispute in that it is either (1) generally known within the territorial jurisdiction of the trial court or (2) capable of accurate and ready determination by resort to sources whose accuracy cannot reasonably be questioned.
- (C) When discretionary.** A court may take judicial notice, whether requested or not.
- (D) When mandatory.** A court shall take judicial notice if requested by a party and supplied with the necessary information.

(E) Opportunity to be heard. A party is entitled upon timely request to an opportunity to be heard as to the propriety of taking judicial notice and the tenor of the matter noticed. In the absence of prior notification, the request may be made after judicial notice has been taken.

(F) Time of taking notice. Judicial notice may be taken at any stage of the proceeding.

52) Pursuant to Judicial Notice of Adjudicative Facts and S.Ct.Prac.R. 4.01 Motions;

Responses (A) Motion for order or relief; (1) Application for Order, and (2) A motion to stay, the Appellant presents substantial facts and meaningful evidence for ORDERS of RELIEF and ORDER of STAY of judicial matters relevant herein to alleged Appellee acts of frivolous conduct, mortgage fraud, and the performance of many dishonorable perpetrated acts of fraud upon the Ohio Court(s), as defined by the Ohio Supreme Court to which the elements of actual fraud are: “(a) a representation or, where there is a duty to disclose, concealment of a fact, (b) which is material to the transaction at hand, (c) made falsely, with knowledge of its falsity, or with such utter disregard and recklessness as to whether it is true or false that knowledge may be inferred, (d) with the intent of misleading another into relying upon it, (e) justifiable reliance upon the representation or concealment, and (f) a resulting injury proximately caused by the reliance.”

In addition, fraud on the Court “does or attempts to, defile the court itself”, so as to “prevent the judicial system from functioning in the customary manner of deciding the cases presented in an impartial manner”, “such as bribery of a judge or jury, fabrication of evidence by counsel, or*** prevention of an opposing party from fairly presenting his case.”. See below; “Fraud upon the Court”¹

¹¹ “Fraud Upon the Court”

The Ohio Supreme Court has defined the elements of fraud as follows:

“The elements of an action in actual fraud are: (a) a representation or, where there is a duty to disclose, concealment of a fact, (b) which is material to the transaction at hand, (c) made falsely, with knowledge of its falsity, or with such utter disregard and recklessness as to whether it is true or false that knowledge may be inferred, (d) with the intent of misleading another into relying upon it, (e) justifiable reliance upon the representation or concealment, and (f) a resulting injury proximately caused by the reliance.” (1.)

- 53) Appellant respectfully motions the Supreme Court of Ohio for profound constitutional protection of Ohio Citizens to secure, possess and protecting property in this great State of Ohio under the Ohio Constitution Bill; Of Right Section I Inalienable Rights against alleged “perpetrated acts of fraud on the Court”.
- 54) The Supreme Court of Ohio Courts must AFFIRM the “Order of Dismissal”, filed on July 07, 2010, and furthermore “terminate” any and all public records associated with Case No. 2009CV03194 after July 07, 2010 on the grounds that the trial court, Appellee and any other individuals are foredoomed in frivolous conduct against the operation of the public court, and clearly “lack of jurisdiction over the person or the subject matter”, without a new action.
- 55) Appellant submits this paramount application for motion upon this “Judicial Emergency and Compelling Motion for Stay Pending Alleged Perpetrated Acts of Fraud on the Court” of the Montgomery County Court of Appeals, Second Appellate District Court of Appeals “Opinion”, and time stamped copy of “Final Entry”, that is being appealed from

The Ohio Supreme Court has further acknowledged that:

“[a]ny fraud connected with the presentation of a case to a court is a fraud upon the court, in a broad sense,” (2.) However, “Fraud upon the court” is an elusive concept. ****“Fraud upon the court” should, we believe, embrace only that species of fraud which does or attempts to, defile the court itself, or is a fraud perpetrated by the officers of the court so that the judicial machinery cannot perform in the usual manner its impartial task of adjudging cases that are presented for adjudication. Fraud, inter parties, without more, should not be a fraud upon the court, but redress should be left to a motion under 60(b)(3) or to the independent action.”(3.)

Similarly:

‘Fraud upon the court,’ as used in regard to obtaining relief from judgment must be narrowly construed to embrace only that type of conduct which defiles court itself, or fraud which is perpetrated by officers of the court so as to prevent the judicial system from functioning in the customary manner of deciding the cases presented in an impartial manner,” such as bribery of a judge or jury, fabrication of evidence by counsel, or*** prevention of an opposing party from fairly presenting his case.” (4.)

Footnotes Citations to Authorities:

(1.) *Gaines v. Preterm-Cleveland, Inc.* (1987), 33 Ohio St.3d 54, 55, 514 N.E.2d 709, 711.

2.) *Coulson v. Coulson* (1983), 5 Ohio St.3d 12, 15, 5 OBR 73, 76, 448 N.E.2d 809, 811-812 quoting 11 Wright & Miller, *Federal Practice and Procedure* (1973) 253, Section 2870.

(3.) *Coulson v. Coulson* (1983), 5 Ohio St.3d at 15, 5 OBR at 76, 468 N.E.2d at 811, quoting 7 Moore's *Federal Practice* (2 Ed.1971) 515, paragraph 60.33; accord *Flowers v. Rigdon* (1995), 101 Ohio App.3d 172, 175, 655 N.E.2d 235, 236.

(4.) *Hartford v. Hartford* (1977), 53 Ohio App.2d 79, 83-84, 7 O.O.3d 53, 55-56, 371 N.E.2d 591, 595-596

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December 30, 2020, and further stay the “Decision and Entry” from April 21, 2021 at case CA28737 for application for reconsideration, and further application for en banc consideration, and trial court’s Decision on February 12, 2021.

See APPENDIX A~ Second Appellate District Court of Appeals; “Opinion”

See APPENDIX B~ Second Appellate District Court of Appeals “Final Order”, and

See APPENDIX C ~ Second District Court of Appeals “Decision and Entry” of Appellant’s Application for reconsideration.

See APPENDIX D ~ Second District Court of Appeals “Decision and Entry application for en banc hearing for “all judges” of the Appeal court to to incorporate and support the Constitution of the United States under Article VI (oath of Office) in addition to the judicial duties under Article IV Section 3. Court of Appeals.

See APPENDIX E ~ Lower courts decision Overruling Motion Appellant / Defendant

56) Appellant further compel this Honorable Supreme Court of Ohio for meaningful motions for stay of the Common Pleas Court of Montgomery County, Ohio case No. 2009CV 03194, “Entry Granting Summary Judgment and Decree in Foreclosure” from November 11, 2010, and “Confirmation of Sale from February 06, 2020, and further stay the action all other following and misguiding documents of Public Court Records and Public Real Estate Records associated with the property at issue at 556 Shadowlawn Ave. Dayton, Ohio 45419, and finally stay any further attempted sale of the property at issue herein, all for good cause shown in Appellant’s pending “Notice of Appeal” with relevant “Memorandum in Support of Jurisdiction Relevant to Fraud on the Court”

See Exhibit I~ Trial Court: Entry Granting Summary Judgment and Decree in Foreclosure” from November 11, 2010,

See Exhibit J ~ Trial Court: “Confirmation of Sale” and distribution of proceeds from February 06, 2020.

SECURITY BOND INFORMATION

- 57) Pursuant Security Bond information, no security bond should be required or necessary, as Appellee may have “no legal standing” relevant to this judicial matter of alleged frivolous conduct and perpetrated acts of “Fraud on the Court” on the grounds that Appellee clearly show cause to an “insufficiency” and failure to comply with the trial Court’s “ORDER OF DISMISSAL” in the Common Pleas Court of Montgomery County, Ohio, case No. 2009CV03194; as “DISMISSED for want of prosecution, all without prejudice to a new action.”, filed on July 07, 2010.
- 58) Appellee AT ALL TIME is completely “disregarding” a current 10+ year old Order of the Court for requiring the Appellee, or other party, to file a “new action”, thus any and all other judicial filing matters put before the Clerk of Court, the Ohio trial court, or any other court are show cause to be “moot” and “irrelevant”, “empty”, a carries “no value” to any adjudication proceeding within case no. 2009Cv03194, and furthermore show cause of frivolous conduct and alleged perpetrated acts of “fraud on the court”.
- 59) Appellant also states that the application of the doctrine of Res-judicata must apply to the “ORDER OF DISMISSAL”, as “DISMISSED for want of prosecution, all without prejudice to a new action.”, as the Appellee has always been “insufficient” and failing to comply with filing a “new action” as dictated and defined by clear articulate words by the Order of the Court. Emphasis Added .
- 60) In this particular case matter at case No. 2009CV03194, if any party (Plaintiff herein) had an opportunity that they ought to have taken to file a “new action” , and if a party

fails to formally file a “new action”, and the civil action case matter is decided, then the decision to shall operate under the doctrine of Res-judicata as relevant of all issues.

61) Most relevant to this longstanding judicial matter of the Appellant is the genuine material facts that show evidence to “complete” and “successful” valid loan modification ‘Agreement” established on June 16, 2010, and further more important is that all legal parties in this case matter have never ever “legally” filed a “new action”, against the Appellant / Defendant, Joyce L. Ackerman, therefore the case matter 2009CV03194 was properly “DISMISSED” and disposed on July 07, 2010, without any timely “new action”.

62) Appellant presents further valuable preponderance of evidence, without calling any witness, to the material fact located in every Clerk of Court Office in Ohio, and all Public Court Records of all Ohio Courts that clearly demonstrates that the Appellee is absolutely without any “good cause” for a “new action” against the Appellant, Joyce L. Ackerman, is completely insufficient and without commencement of a “new action”, and without a “new action” serial case number for any further proceedings within any Clerk of Court Office in any Ohio Court, and therefore reasonable minds can only come to one conclusion, and that conclusion is that there is nothing else to be done at case No. 2009CV03194 upon the meaningful “ORDER OF DISMISSAL, filed July 07 2010.

63) At this point in time, Appellant continues to show cause that any and all other additional judicial filing actions to this particular Case No. 2009CV03194, without filing a “new action” for the past 10+ years that follow the trial Court’s “ORDER OF DISMISSAL” , filed on July 07, 2010, must clearly show cause to invoke destructive acts with malice of perpetrating “fraud on the Court” against the Ohio court(s), against the Appellant, Joyce L. Ackerman, against any other part of the case matter, and is furthermore against the

Ohio taxpayers of the Court system for 10+ years, and therefore Appellant furthermore shows cause to “invalidate” the Appellee’s, and other suspect individuals of interest, of their adverse scheme to present “affidavits made in bad faith” and “false statements” in performing these alleged tragic, horrific, egregious, and willful demonstration of infamous perpetrated acts of fraud on the Ohio Courts.

See Exhibits K-T: Alleged perpetrated acts of fraud on the court and fraudulent documents against the public confidence and trust of the Ohio Court(s) and Public Records.

See Exhibit U ~ Victims report to Dayton Police of “theft by deception” and illegal sale of real, personal and business property of the Appellant.

See Exhibit V ~ Illegal attempt to sell Appellant’s property. without any good cause, merit, proper legal authority or right to do so. Emphasis added.

64) Pursuant this reviewing this judicial matter de novo upon Appellant’s stated reasons and grounds discussed above, and the legal precision of words of a “new action”, Appellant respectfully moves this Honorable Supreme Court of Ohio to follow the Appellant’s material facts of merit for correction of conclusion of law to find the truth and relevant justice to “not favor” the alleged Appellee “frivolous conduct” and perpetrated acts of “fraud on the Court”, and in the end in “favor” the Appellant’s material facts and substantial rights, for “retaining” and/or “restoring” possession of the Appellant’s valuable property Deed, with all rights, title and all interest of 33+ years pursuant to acquiring, possessing and protecting property under the Ohio Constitution, as are just.

65) Appellant states with good cause shown that the judgment of the Second District Court of Appeals is clearly errant, the trial Court’s judgment is “invalid” and “illegal” in the “Entry Granting Summary Judgment and Decree in Foreclosure” from November 11,

2010 , and therefore the trial Court's "Journal Entry Confirmation of Sale, Ordering Deed and Distributing Sale Proceeds" from February 06, 2020 is also non-conforming to law upon the Appellant's preponderance of the evidence and the trial Courts two (2) Orders of "DISMISSAL" without prejudice, further demonstrates that the Appellee's bad faith actions with malice are absolutely "frivolous conduct" , while both "entries" are barred by the doctrine of res-judicata after the second "ORDER of DISMISAL", is without any necessary "new action", and must be "DISMISSED" with prejudice by this Court from July 07, 2010.


66) When Appellant's civil right is an enforceable right or privilege, in which if interfered with by another individual(s) gives rise to an action for necessary inquiry. Pursuant to Ohio Revised Code Section 2727.02. (Cause for Injunction) and Section 2727.05. (Injunction may be granted in cases of appeal), the Appellant's explanation of entitlement of property at issue is clear and obviously as demonstrated in this Appellant's Motion for Stay and Order for Relief stated above for "good cause shown". The Appellant respectfully moves this Honorable Supreme Court of Ohio, the Ohio Citizens highest available state Court, for entitlement of property at issue herein with paramount actions for redress and reversal of errant judgments and orders. The Appellant motion for application for reconsideration of Court of Appeals judgment seeks constitutional support and protection of Ohio Citizens to their Inalienable Rights with an "injunction" herein of all alleged "frivolous conduct", all alleged perpetrated acts of "fraud on the Court", all alleged acts of "theft by deception", and moreover moves the Court to vacate the return of writ restitution and restore writ of possession to the Appellant, pending this Courts final results of Appellant's "Notice of Appeal" with "Memorandum in Support of

Jurisdiction Relevant to Fraud on the Court” for further examination of relevant material facts and proper administration of conclusion of law.

CONCLUSION

This case involves judicial matters of public and great general interest involving a substantial constitutional question. Appellant respectfully moves the Supreme Court of Ohio to AFFIRM this important “Judicial Emergency and Compelling Motion for Stay and Order for Reverse Judgment, with Order of Relief and issuance of final Mandate in favor of the Appellant.

Respectfully submitted,


Joyce L. Ackerman as SOLE APPELLANT
Pro Se ~ Appearance personally
Pursuant to 28 U.S.C. § 1654,
556 Shadowlawn Ave.
Dayton, Ohio 45419
(937) -430-7190

AFFIDAVIT OF FACTS IS ATTACHED HEREIN

APPENDIXES.

APPENDIX A ~ “OPINION” FROM SECOND DISTRICT APPELLATE COURT

APPENDIX B ~ “FINAL ENTRY” FROM SECOND DISTRICT APPELLATE COURT

APPENDIX C ~ “DECISION AND ENTRY” FROM SECOND DISTRICT APPELLATE
COURT AND OMMISION OF FACTS ~ RECONSIDERATION

APPENDIX D ~ “DECISION AND ENTRY” FROM SECOND DISTRICT APPELLATE
COURT AND OMMISION OF FACTS ~ EN BANC HERAING

APPENDIX E ~ LOWER COURT DECISION ~ OVERRULLING DEFENDANTS MOTION

In the Supreme Court of Ohio

Affidavit of Facts by Joyce L. Ackerman

State of Ohio, Montgomery County

I, Joyce L. Ackerman Joyce L. Ackerman, of 556 Shadowlawn Ave. Dayton, Ohio 45419 for 33+ years, states and declares;

- 1) I, Joyce L. Ackerman, is over 18 years of age and competent to testify of my own knowledge of the facts,
- 2) I have set forth such facts, as would be admissible in evidence; stated herein are true, correct, and complete to the best of our knowledge and understanding,
- 3) I state that I have a medical disability hardship, and financial hardship cause by alleged acts of insurance company, fraud and mortgage fraud, and fraud on the Court (2000 – present)
- 4) Details and material facts of alleged overt acts, hardship, and show cause to indigent status can be found at www.badfaith.info.
- 5) I declare under penalty of perjury that the statements made in this complaint are complete, true and correct to the best of our knowledge.

Respectfully Submitted,

Joyce L. Ackerman
Affiant/ Joyce L. Ackerman

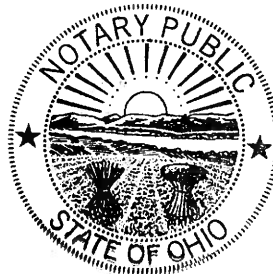
Date 6/18/2021

Before me, the undersigned authority in Montgomery County, Ohio, personally appeared

Joyce L. Ackerman, who is known to me and sworn to, and

subscribed before me this 18th day of June, 2021.

Joyce Hanes Joyce Hanes
NOTARY PUBLIC
My commission Expires July 4, 2023



Joyce Hanes, Notary Public
In and for the State of Ohio
My Commission Expires July 4, 2023

Certificate of Service

I certify that a copy of this Emergency and Compelling Motion for Stay and Orders for relief was sent by ordinary U.S. mail to counsel for appellees, Rick D. DeBlasis (#0012992) William P. Leaman (#0092336) at Lerner, Sampson & Rothfuss 120 East Fourth St. Cincinnati, Ohio 45202 and Robbin Roseberry (Sheriff Sale Bidder) and spouse, Mike Roseberry at 2882 Fuls Rd, Farmersville, Ohio 45325, on JULY 6, 2021.



Joyce L. Ackerman

Pro Se ~Appearance personally
Pursuant to 28 U.S.C. § 1654,
as SOLE APPELLANT
556 Shadowlawn Ave.
Dayton, Ohio 45419
Phone: (937) 430-7190

Exhibit A

26112

GENERAL WARRANTY DEED P72-139-8-2

139-81188

MELVIN H. SNIDER AND FLORENCE ARMETHA SNIDER (HUSBAND AND WIFE)

of MONTGOMERY County, OHIO, DAYTON for valuable consideration paid, grant(s), with general warranty covenants to

GREGORY THOMAS ACKERMAN AND JOYCE LOUISE ACKERMAN

whose tax mailing address is 556 SHADOWLAWN AVENUE, DAYTON, OHIO 45419 the following real property:

SEE EXHIBIT "A" ATTACHED

VICKI D. PEGG RECORDER

87 DEC 10 AM 10:35 G

MONTGOMERY CO. OHIO RECORDED

20610 993 123.00

TRANSFERRED 1987 DEC 10 AM 10:35

Prior Instrument Reference: DEED MICROFICHE NO. 79-82-A11

This conveyance is made subject to all legal highways and easements, all restrictions, conditions and covenants of record, all zoning restrictions, and all taxes and assessments not yet payable.

Witness HER hand(s) this 8TH day of DECEMBER, 19 87. WITNESS HIS HAND THIS 8TH DAY OF DECEMBER, 1987.

Signed and acknowledged in presence of:

- 1) [Signature] MELVIN H. SNIDER
1) [Signature] FLORENCE ARMETHA SNIDER
2) X George F. Breslin Jr.
2) X David W. Welty

State of Ohio, County of MONTGOMERY

The foregoing instrument was acknowledged before me this 8TH day of DECEMBER 87; by FLORENCE ARMETHA SNIDER

[Signature] DAVID W. WELTY, Notary Public

DAVID W. WELTY, Notary Public in and for the State of Ohio My Comm. Exp. 1/29/90

87-4000 This instrument prepared by J. MERRY KENNEDY Attorney at Law

The foregoing instrument was acknowledged before me this 8TH day of

DECEMBER 19 87, by MELVIN H. SNIDER



Terry A. Hall

TERRY A. HALL, Notary Public
in and for the State of Ohio
My Commission Expires Dec. 25, 1990

RECORD TO: MAP TITLE AGENCY, INC.
116 E. Third Street
Dayton, Ohio 45402

MILLONIG, BART AND BRUNNER
ATTORNEYS AT LAW
124 EAST THIRD STREET
DAYTON, OHIO 45402

EXHIBIT "A"

PARCEL I:

Situate in the City of Dayton, County of Montgomery and State of Ohio and being part of Lot Numbered Sixty One Thousand Four Hundred Thirty Six (61,436) of the revised and consecutive numbers of lots on the Plat of said City of Dayton, being bounded and more particularly described as follows:

Beginning at an iron pin in the west line of said lot, said iron pin is located at the northeast corner of Lot No. Sixty Three Thousand Three Hundred Eighty One (63,381) of the revised and consecutive numbers of lots on the Plat of said City of Dayton and the Southeast corner of Lot No. Sixty Three Thousand Three Hundred Eighty Two (63,382) of said City of Dayton; thence from above said beginning point northwardly with the west line of Lot No. (61,436) of said City of Dayton, a distance of fifty-one (51) feet to an iron pin located at the northeast corner of Lot No. (63,382) of the said City of Dayton; thence eastwardly with the north line of Lot No. (63,382) extended a distance of one hundred seventeen and eighty-six hundredths (117.86) feet to an iron pin in the east line of Lot No. (61,436) of said City of Dayton; thence southwestwardly with the east line of said Lot No. (61,436) a distance of fifty-one and four hundredths (51.04) feet to an iron pin; thence westwardly and parallel with the north line of this described tract a distance of one hundred fifteen and eighty-three hundredths (115.83) feet to the place of beginning, containing one hundred thirty-seven thousandths (0.137) acres.

PARCEL II:

Situate in the City of Dayton, County of Montgomery and State of Ohio and being Lot Numbered Sixty Three Thousand Three Hundred Eighty Two (63,382) of the revised and consecutive numbers of lots on the plat of said City of Dayton, Ohio.

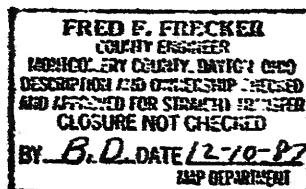


Exhibit B

Wells Fargo Home Mortgage
3476 Stateview Blvd., MAC X7801-013
Fort Mill SC 29715

Called

3/24/09

~~SPARK~~
SPARK

1 800 868-0043

March 06, 2009

— Gregory T Ackerman
— Joyce L Ackerman
556 Shadowlawn Av
Dayton OH 45419

RE: Loan Number
Primary Number

Region 472

THIS LETTER IS FOR INFORMATIONAL PURPOSES ONLY. THIS IS NOT A DEMAND FOR PAYMENT.

The above loan file has been referred to our attorney with instructions to begin foreclosure proceedings.

You are hereby notified that, due to the default under the terms of the mortgage or deed of trust, the entire balance is due and payable.

✓ If you have any questions, please contact our attorney listed below.
Lerner Sampson & Rothfus

Pobox 1985
Cincinnati
(513)412-6600

OH, 45264

MARY JOHNSON

Somya

✓ In the event you are experiencing an involuntary inability to pay and wish to explore an opportunity to reinstate, or need assistance in selling your property, please contact our offices at (800) 868-0043 and request to speak to one of our Borrower Counseling Representatives.

If you received a discharge in bankruptcy from personal liability for this mortgage loan, you should be aware that the mortgage or deed of trust remains as a valid lien against the property and will be foreclosed. Please be advised that in the event of foreclosure, you would not be personally liable for any part of the debt, but you will lose your interest in and rights to the property.

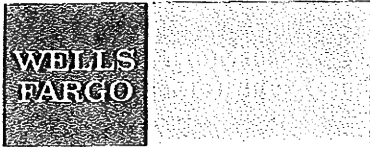
Sincerely,

Foreclosure Department

XF004/3SM

Note: The Fair Debt Collection Practices Act requires us to notify you that in the event your loan is in default, Wells Fargo Bank, N A will attempt to collect the debt and any information obtained will be used for that purpose. However, if you have received a discharge, and the loan was not reaffirmed in the bankruptcy case, Wells Fargo Bank, N A will only exercise its rights as against the property and is not attempting any act to collect the discharge debt from you personally.

Exhibit C



Wells Fargo Home Mortgage
MAC X7801-03K
3476 Stateview Boulevard
Fort Mill, SC 29715

March 09, 2009

Gregory T Ackerman
Joyce L Ackerman
556 Shadowlawn Av
Dayton OH 45419

Dear Gregory T Ackerman & Joyce L Ackerman :

Loan Number ~~472~~, Client 472

Thank you for your interest in our Borrower Counseling Program. By expressing your interest to work with us, you have taken the first step in resolving your current situation. Once we receive the documents requested from you and begin processing your application, some of the options that may become available to you include:

- * Repayment Plan--We can consider a payment plan that will fit your budget and possibly bring your account current by the end of the plan.
- * Loan Modification--This program adds the delinquent interest, taxes, and/or insurance payments to your unpaid balance if applicable. If you qualify, we may be able to extend the repayment of the past due amounts over the remaining term of your loan.
- * Short Sale--This option allows you to sell your home based on its current market value to avoid a potential foreclosure and the negative credit rating that is associated with this action.
- * Deed in Lieu of Foreclosure--This is another foreclosure avoidance program that allows you to convey (transfer) your interest in the property to the lender or to the loan investor.

An application to participate in our program is enclosed and must be returned by 03-24-09. It is extremely important that the financial information you provide is complete and as accurate as possible to avoid delays in processing. Please also include copies of recent paystubs for all individuals signed on the loan. If you are self-employed, please also submit your most recent Profit and Loss statement.

Greg T. Ackerman / Joyce L. Ackerman
556 Shadowlawn Ave
Dayton, Ohio 45419

03/24/09

Wells Fargo Home Mortgage
MAC ZX7801-03K
3475 Stateview Boulevard
Fort Mill, SC 29715

RE: Loan Number 3344558, Client 472

Thank you for expressing interest in resolving our current situation with our mortgage.

Please find enclosed are the requested documents for your review for processing our application..

Thank you,

Greg T. Ackerman 3/24/09
Greg T. Ackerman Date

Joyce L. Ackerman 3/24/09
Joyce L. Ackerman Date

Exhibit D

"We the People of the United States"
Joyce L. Ackerman and Greg T. Ackerman
556 Shadowlawn Ave.
Dayton, Ohio 45419
937-293-4267

January 31, 2020

U.S. Marshall Office, Dayton Ohio
United States Federal Agency

Honorable Judge Walter H. Rice
United States District Court
Southern District Of Ohio
909 United States Courthouse
200 West Second Street
Dayton, Ohio 45402

- RE: 1) Civil Rights and Human Rights intervention and protection to a fair trial(s) upon discovery of genuine issues of disputed material facts of parties, for jury to decide.
- 2) Assistance by U.S. Marshal office to establish a fair and meaningful "Agreement" (settlement in all case matters) for "remedies of relief" to 7251 days of civil rights violations upon the original instant action and perpetual litigation against Joyce L. Ackerman, et al. party's paramount "due process of laws", and preserved inviolate "Jury Demand" right in action in both the State of Ohio and Federal Court of law.

Dear Honorable Judge Walter H. Rice,

Thank you for the opportunity for you to process our legal matters upon our critical "original instant action" complaint with state law claims in the "business of insurance", that furthermore legally carry forward our paramount and preserved inviolate basic civil right in action to our "Jury Demand" action into your Court for a trial by jury to discover and determine all genuine issues of disputed material facts of the case matters for a jury to decide.

Recognized in your honorable federal district court pursuant to removal and Federal Rules of Civil; Procedure (FRCP) 81;b,c,d. Applicabilty of the Rules in General; Removed Actions., our "Jury Demand" for a trial by jury to decide the facts are permissible and required under due process of law, and equal protection of the law, upon the removal of our two (2) state court

venue case matters with compelling "Jury Demand" actions at Case No. 200cv1472 removed to federal case No. 3:00cv0277, and "independent" state case matter No. 2003cv9499 removed to federal case No. 3:04cv0033, both now still pending with their valuable and meaningful right in action to their "Jury Demand", pursuant to FRCP 60:d 1 and 3, Relief from a judgment or Order.

In longstanding relevance, Joyce L Ackerman, et al., as legal party, presents meaningful material facts for the jury to decide in these extraordinary case(s) matters. The jury has been denied the facts, and the case(s) matters have been mistakenly and inappropriately "terminated" from the Court docket.

This obvious error and oversight of the Court to mistakenly and inappropriately "terminate" their case matters clearly show cause where justice is obviously delayed, justice continues to be denied, and clearly demonstrates reasonable grounds for their timeless pursuit of fair and equal justice, now 7,251 days of civil rights violations against fundamental and substantive right in action to exercise and enforce "due process of law", upon their ultimate and preserved inviolate "Jury Demand", as a substantial right in action, and still remaining shall have justice administered without further denial or delay, as justice so requires.

Respectfully, a case matter is never final, until it is finally correct. Joyce L Ackerman, et al. case matter(s) in the "business of insurance", and other outside case matters of alleged "bad faith" foreclosure on our home as "mortgage fraud", are both legally "incomplete", and are "not final", therefore should be considered for fair and necessary actions of redress in the Court(s). Emphasis added for enforcing his equal basic civil rights and human rights protection to a fair trial in a court of law.

Furthermore, pursuant to federal law involving the "officers of the court" in this instant action case matter, 18 U.S. Code § 242. Deprivation of rights under color of law, "Whoever, under color of any law, statute, ordinance, regulation, or custom, willfully subjects any person in any State, Territory, Commonwealth, Possession, or District to the deprivation of any rights,

privileges, or immunities secured or protected by the Constitution or laws of the United States, shall be fined under this title or imprisoned not more than one year, or both”.

See citation of authority; 18 U.S. Code § 242. Deprivation of rights under color of law
“Whoever, under color of any law, statute, ordinance, regulation, or custom, willfully subjects any person in any State, Territory, Commonwealth, Possession, or District to the deprivation of any rights, privileges, or immunities secured or protected by the Constitution or laws of the United States, or to different punishments, pains, or penalties, on account of such person being an alien, or by reason of his color, or race, than are prescribed for the punishment of citizens, shall be fined under this title or imprisoned not more than one year, or both; and if bodily injury results from the acts committed in violation of this section or if such acts include the use, attempted use, or threatened use of a dangerous weapon, explosives, or fire, shall be fined under this title or imprisoned not more than ten years, or both; and if death results from the acts committed in violation of this section or if such acts include kidnapping or an attempt to kidnap, aggravated sexual abuse, or an attempt to commit aggravated sexual abuse, or an attempt to kill, shall be fined under this title, or imprisoned for any term of years or for life, or both, or may be sentenced to death.”

Moreover, and higher offensive crime, under the law of 18 U.S. Code § 2381. Treason, upon clear and convincing preponderance of evidence, beyond a reasonable doubt, with clear show cause of principal public official(s) actions to; “owing allegiance” to the Constitution of the United States in their performance of office and duty, to “levy war” against the meaningful core text and language of the Constitution of the United States; to obstruct justice in affecting “due process of law” to a “trial by jury”, under “equal protection of the laws”, while “adheres to their enemies” (insurance industry and mortgage industry), “giving them aid and comfort within the United States or elsewhere, is guilty of treason and shall suffer death, or shall be imprisoned not less than five years and fined under this title but not less than \$10,000; and shall be incapable of holding any office under the United States.”

See: Citation of authority; 18 U.S. Code § 2381. Treason, “Whoever, owing allegiance to the United States, levies war against them or adheres to their enemies, giving them aid and comfort within the United States or elsewhere, is guilty of treason and shall suffer

death, or shall be imprisoned not less than five years and fined under this title but not less than \$10,000; and shall be incapable of holding any office under the United States.”

We believe there was an oversight and mistake in the Court’s actions, and furthermore we do not want to have to proceed down this legal path as an instrumentality of justice.

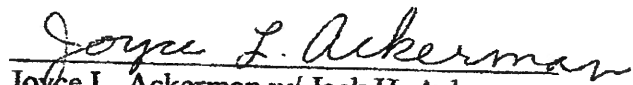
Alternatively, upon oversight of the legal issues at (FRCP) 81;b,c,d.Applicabilty of the Rules in General; Removed Actions, we petition your immediate guidance to establishing a fair and meaningful settlement “agreement”, by February 12, 2020, (President Lincoln Birthday / American Civil Rights Leader), with us and the United States Marshal Office as an agency of the United States, in obtaining “remedies of relief” upon 7,251 worrying days and sleepless nights of financial wellbeing and civil rights violations against our fundamental and substantive “right in action” to exercise and enforce “due process of law”, upon our ultimate and timely preserved “inviolate” “Jury Demand” action for remedies of relief.

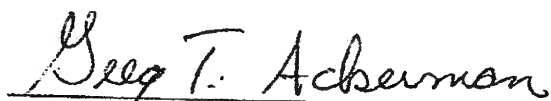
Furthermore, we petition the execution of remedies of relief to nearly; 20 years of accumulative livelihood, wellbeing and personal losses, and 20 years of business operation losses in the health and sustainability market segment, and all other remedies of relief the court finds appropriate.

Joyce L. Ackerman and Greg Ackerman are here today in clear good faith for good cause, and without purpose of delay, and respectfully compel you for appropriate and fair relief to our American citizens’ basic civil rights and human rights to a fair trial resolution.

See attached relevant outside case matters.

Most Sincerely,


Joyce L. Ackerman w/ Jack H. Ackerman,


Greg T. Ackerman, and his Corporation, Fresh Zone Products, Inc.

Michael R. Merz
United States Magistrate Judge
Southern District of Ohio

Room 501
200 West Second Street
Dayton, Ohio 45402

937-512-1550
michael_merz@ohsd.uscourts.gov

Greg T. Ackerman
556 Shadowlawn Avenue
Dayton, Ohio 45419

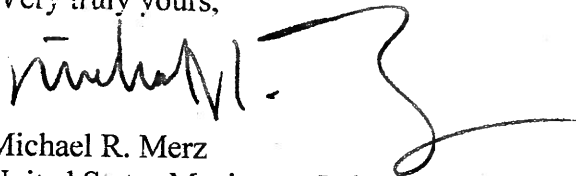
Sir:

Your letter of November 8, 2013, addressed to John Hehman, Clerk of Court, has been referred to me for response as the magistrate judge assigned to your two cases, 3:00-cv-277 and 3:04-cv-33.

The Clerk has absolutely no power to grant you any relief in these cases. Judge Rice entered final judgment in both cases in 2005. Eventually the Supreme Court of the United States denied certiorari in these cases.

You are reminded that you have been sanctioned in the amount of \$1,000 for continuing to make baseless filings in these cases.

Very truly yours,



Michael R. Merz
United States Magistrate Judge

Copy: Phil Butler

FILED IN COMMON PLEAS
COURT 24 JUL 11
CLERK OF COURTS
MONTGOMERY COUNTY
OHIO

IN THE COMMON PLEAS COURT OF MONTGOMERY COUNTY, OHIO
CIVIL DIVISION

JOYCE ACKERMAN
556 Shadowlawn Avenue
Dayton, Ohio 45419,

* CASE NO. '00 1472

and

GREGORY ACKERMAN
556 Shadowlawn Avenue
Dayton, Ohio 45419,

I hereby certify this to be a true
and correct copy.

Witness my hand and seal this 23rd
day of July 2015.

[Signature], Clerk

Clerk of Common Pleas

Court of Montgomery County, Ohio

By *[Signature]* Deputy

and

JACK HOWARD ACKERMAN, a minor,
by and through his mother and next
friend, Joyce Ackerman
556 Shadowlawn Avenue
Dayton, Ohio 45419,

Plaintiffs,

-vs-

FORTIS BENEFITS INSURANCE
COMPANY
c/o Keith Wenzel, Registered Agent
301 West High Street
Jefferson City, Missouri 65101,

Defendant.

COMPLAINT
(Jury Demand Endorsed Herein)

For their Complaint against Defendant Fortis Benefits Insurance Company ("Defendant"),
Plaintiffs Joyce, Gregory and Jack Howard Ackerman ("Plaintiffs") state as follows:

Montgomery County Common Pleas Court
General Division

IN THE COMMON PLEAS COURT OF MONTGOMERY COUNTY, OHIO

JOYCE ACKERMAN, et. al,

CASE NO. 2000 CV 01472

Plaintiffs,

JUDGE MARY KATHERINE HUFFMAN

-vs-

DECISION, ORDER AND ENTRY
STRIKING PLAINTIFFS' RESPONSE TO
ORDERS WITH 2ND MOTION TO
REVIVE JURY DEMAND

FORTIS BENEFITS
INSURANCE COMPANY,

Defendant.

This matter is before the court on the court's own Motion. On January 21, 2014 Joyce Ackerman and Greg Ackerman filed a Motion entitled "Plaintiffs' Response to Orders with 2nd Motion to Revive Jury Demand."

As the court has previously indicated, this action was removed to the Federal Court and there is no action pending before this court. Therefore, the Motion entitled "Plaintiffs' Response to Orders with 2nd Motion to Revive Jury Demand" filed herein is STRICKEN from the record.

SO ORDERED:

JUDGE MARY KATHERINE HUFFMAN

Copies of this document were sent to all parties listed below by ordinary mail:

MARK A ANTHONY
20A DESALES AVENUE
LEBANON, OH 45036
(937) 222-1234
Attorney for Plaintiff, Joyce Ackerman

GREGORY ACKERMAN
556 SHADOWLAWN AVENUE
DAYTON, OH 45419-0000
Plaintiff



FILED
COURT OF COMMON PLEAS
IN THE COMMON PLEAS COURT OF MONTGOMERY COUNTY, OHIO
233 BAYLOR DIVISION
1112:02

CLERK OF COURTS
MONTGOMERY CO., OHIO

CASE NO. 03-9499

JOYCE L. ACKERMAN
556 Shadowlawn Avenue
Dayton, Ohio 45419

and

GREG T. ACKERMAN
556 Shadowlawn Avenue
Dayton, Ohio 45419

and

JACK H. ACKERMAN
556 Shadowlawn Avenue
Dayton, Ohio 45419

and

FRESHZONE PRODUCTS, INC.
556 Shadowlawn Avenue
Dayton, Ohio 45419

Plaintiffs

-vs-

FORTIS, INC.
One Chase Manhattan Plaza
New York, New York 10005

and

FORTIS BENEFITS INSURANCE COMPANY
2323 Grand Blvd. 3rd Floor
Kansas City, Missouri 64108

and

I hereby certify this to be a true
and correct copy.

Witness my hand and seal this 23rd
day of July 1903.

[Signature], Clerk

Clerk of Common Pleas
Court of Montgomery County, Ohio

By *[Signature]* Deputy

ROBERT B. POLLOCK
Fortis, Inc.
Policy Lead Representative
One Chase Manhattan Plaza
New York, New York 10005

Defendants

*
*
*

COMPLAINT
JURY DEMAND
REQUESTED HEREIN

PREAMBLE TO COMPLAINT

THE PREMISE OF THE AMERICAN LEGAL SYSTEM
IS TO PROVIDE
"LIFE, LIBERTY AND THE PURSUIT OF HAPPINESS
FOR THE COMMON MAN WITH COMMON KNOWLEDGE
AND
FOR WHAT IS GOOD FOR THE PEOPLE"

THE PREMISE OF THE INSURANCE INDUSTRY IS TO PROVIDE
"PEACE OF MIND".

BOUND BY A "FIDUCIARY" RESPONSIBILITY IN EXCHANGE FOR A
PREMIUM, SIGNED WITH A PEN, AND MOREOVER, VALIDATED BY
SERVICEABLE LAW FOR CONSUMER CONFIDENCE.

INSURANCE IS AN AGREEMENT WHEREBY PARTIES GIVE VALUABLE
CONSIDERATION FOR THE PROTECTION FROM AND INDEMNIFICATION
AGAINST LOSS, DAMAGE, INJURY OR LIABILITY.

INSURANCE - A "FIDUCIARY" DUTY OF GOOD FAITH

- * THE DUTY OF GOOD FAITH AND FAIR DEALING THAT AN INSURER OWES AN INSURED OBLIGATES THE INSURER TO REFRAIN FROM:
 - 1) ENGAGING IN UNFOUNDED REFUSALS TO PAY POLICY PROCEEDS
 - 2) CAUSING UNFOUNDED DELAY IN MAKING PAYMENTS
 - 3) DECEIVING THE INSURED
 - 4) EXERCISING ANY UNFAIR ADVANTAGE TO PRESSURE AN INSURED INTO SETTLEMENT OF THE INSURED'S CLAIM

IN THE COMMON PLEAS COURT OF MONTGOMERY COUNTY, OHIO
CIVIL DIVISION

JOYCE L ACKERMAN et al,
Plaintiff(s),

CASE NO.: 2003 CV 09499

JUDGE MICHAEL W. KRUMHOLTZ

-vs-

FORTIS INC et al,

**DECISION DENYING PLAINTIFFS'
MOTIONS**

Defendant(s).

This matter is before the Court upon the numerous motions filed by Plaintiffs since August 12, 2013. On February 3, 2004, this case was removed to federal court. Since then, there has been no showing that the Southern District of Ohio has referred this case back to this Court. Moreover, in Defendant-Appellee's Notice to the Court Concerning these Appeals filed on June 8, 2009, it appears that Plaintiffs were denied relief - - in the Southern District of Ohio, in the United States Court of Appeals for the Sixth Circuit and the United States Supreme Court. The Court finds no justiciable issues in this matter and will not make a ruling on any subsequent motions filed in this case. As it stands now, the Court hereby **DENIES** all motions filed by Plaintiffs since August 12, 2013 as moot.

SO ORDERED:

JUDGE MICHAEL W. KRUMHOLTZ

Montgomery County Common Pleas Court
General Division



General Division
Montgomery County Common Pleas Court
41 N. Perry Street, Dayton, Ohio 45422

Type: Decision
Case Number: 2003 CV 09499
Case Title: JOYCE L ACKERMAN vs FORTIS INC

So Ordered

Michael V. Krumholz

**IN THE COMMON PLEAS COURT OF MONTGOMERY COUNTY, OHIO
CIVIL DIVISION**

The Bank of New York Mellon, fka The Bank of New York as Successor in interest to JP Morgan Chase Bank NA as Trustee for Bear Stearns Asset- Backed Securities Trust 2005-SD1, Asset-Backed Certificates Series 2005-SD1 c/o Wells Fargo Bank, N.A. (SC) 3476 Stateview Boulevard Fort Mill, SC 29715 MAC # 7801-013

Ellen L. Fornash, Trial Counsel
Lerner, Sampson & Rothfuss
120 East Fourth St.
Cincinnati, Ohio 45202
Phone: (513) 241-3194

Plaintiff,

-vs-

Gregory T. Ackerman, et al.
556 Shadowlawn Ave.
Dayton, Ohio 45419
Phone: (937) 293-4267

Defendant,

CASE NO. 2009 CV 03194

**JUDGE DENNIS J. LANGER
MAGISTRATE JUDGE KRISTI A. WUEBBEN WITH PETITION FOR GUIDANCE UPON PRESIDING JUDGE BARBARA P. GORMAN AND ADMINISTRATIVE JUDGE MICHAEL L. TUCKER**

**ALONG WITH APPELLATE COURT
CASE NO. CA 025392**

**JUDGE JEFERY E. FROELICH
JUDGE MICHAEL T. HALL AND
THE APPELLATE PRESIDING AND
ADMINISTRATIVE JUDGE MIKE
FAIN**

**UPON SUBSTANTIVE AND
SUBSTANTIAL SHOW CUASE TO
CASE NO. 2000 CV 01472
JUDGE MARY KATHERINE
HUFFMAN AND INDEPENDENT
CASE NO. 2003 CV 09499
JUDGE MICHAEL W. KRUMHOLTZ**

**DEFENDANT'S MOTION TO
SUPPLEMENT FACTUAL RECORD
FOR SUMMARY JUDGMENT**

**DEFENDANT'S MOTION TO SUPPLEMENT FACTUAL RECORD
FOR SUMMARY JUDGMENT**

For good cause and satisfaction of the court, this matter is before the Court on a unique and individual foreclosure proceeding. Now comes the Defendant (Greg Ackerman and Joyce Ackerman) to motion the court with a "Defendant's Motion to Supplement Factual Record", pursuant the Ohio Constitution; Article 1; Bill of Rights; 1.16 Redress in the courts, and the

sworn affidavit legal document filed by the Defendant with this Court on December 10 , 2013 (Motion for Redress).

The Defendant herein petitions, motion and moves this court to supplement factual record of Defendant's affidavit before the officers of the court, specifically at "Exhibit A" of the entry on December 10, 2013, pursuant to Ohio Rules of Evidence Rule 103... *"excludes evidence unless a substantial right of the party is affected."*

The Defendant show cause a supplement (Appendix A) with preponderance material evidence of the Defendants' initial mortgage communication letter from Wells Fargo Home Mortgage Borrowing Counseling Program (March 09, 2009) and proceeding to a "completed" loan modification process and "Agreement" (Affidavit) with monthly payments directly paid to Wells Fargo Home Mortgage until foreclose publication on or around April 03, 2013.

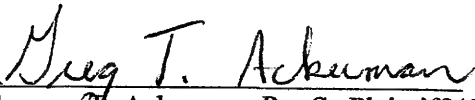
The Defendant show cause supplement herein is presented for interpretation and satisfaction of the court to determine Defendant's proper remedies of relief from all judgments and orders pursuant to Ohio Rule of Civil Procedure Rule 60(B)(5) of these case matters pursuant to Defendant's motion for summary judgment under Ohio Rule of Civil Procedure Rule 56 (Summary Judgment) filed on 12/03/13, and their substantive adjudicative and stipulated material facts of record, affecting their substantial rights and wellbeing to case matters of the Defendant (Greg Ackerman and Joyce Ackerman).

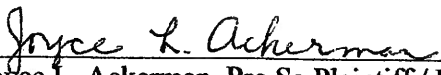
Conclusion

The Defendant respectfully prays it should appear to the satisfaction of the Court at this time that the Plaintiff's affidavits presented are in bad faith and solely for delay, and the court shall forthwith order the party employing them to pay to the other party the amount of the reasonable expenses which the filing of the affidavits cause the other party to incur, including attorney's fees

and legal cost, and any offending party or attorney may be adjudged guilty of contempt.

Respectfully submitted,


Gregory T. Ackerman, Pro Se Plaintiff / Defendant
Appearance personally pursuant to 28 U.S.C § 1654
556 Shadowlawn Avenue
Dayton, OH 45419
Phone: (937) 293-4267


Joyce L. Ackerman, Pro Se Plaintiff / Defendant
Appearance personally pursuant to 28 U.S.C § 1654
556 Shadowlawn Avenue
Dayton, OH 45419
Phone: (937) 293-4267

Resources for Citation of authority;

<http://www.supremecourt.ohio.gov/LegalResources/Rules/civil/CivilProcedure.pdf>

<http://www.supremecourt.ohio.gov/LegalResources/Rules/evidence/evidence.pdf>

CERTIFICATE OF SERVICE

I Greg T. Ackerman and Joyce Ackerman, do swear or declare that on this date, 12/12/13, I will served the enclosed legal parties a copy of "Defendant's Motion to Supplement the Factual Record", to each party to the above proceeding or that party's counsel, and on every other person required to be served, by hand delivery, or depositing an envelope containing the above documents in the United States mail properly addressed to each of them and with first-class postage prepaid, or by delivery to a third-party commercial carrier for delivery within 3 calendar days.

Ellen Fornash
Mallory A. Johnson
120 E. Fourth Street
8th Floor
Cincinnati, Ohio 45202

Margret M. Carper
301 W. Third Street
5th Floor
Dayton, Ohio 45402

Tom Lehman Concepts Inc.
Tom Lehman
1926 East Third Street
Dayton, Ohio 45403

National City Bank
1900 East Ninth Street, 17th Floor
Cleveland, Ohio 44114

Inovision
1804 Washington Boulevard , #500
Baltimore, MD 21230

Fresh Zone Products Inc.
556 Shadowlawn Ave.
Dayton, Ohio 45419

I declare under penalty of perjury that the forgoing is true and correct.

Executed on December 12, 2013

Respectfully submitted,

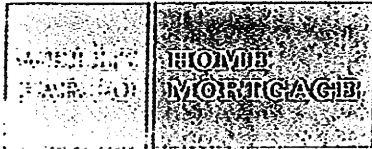
Greg T. Ackerman

Gregory T. Ackerman,
Appearance personally pursuant to 28 U.S.C § 1654
556 Shadowlawn Avenue
Dayton, OH 45419
Phone: (937) 293-4267

Joyce L. Ackerman

Joyce L. Ackerman,
Appearance personally pursuant to 28 U.S.C § 1654
556 Shadowlawn Avenue
Dayton, OH 45419
Phone: (937) 293-4267

Exhibit E



Wells Fargo Home Mortgage
MAC X7801-03K
3476 Stateview Boulevard
Fort Mill, SC 29715

June 10, 2010

Gregory T Ackerman
Joyce L Ackerman
556 Shadowlawn Av
Dayton OH 45419

Dear Gregory T Ackerman & Joyce L Ackerman:

RE: Loan Number 3344558, Client 472
Property address: 556 Shadowlawn Av
Dayton OH 45419

This letter will confirm our conversation where we agreed to a modification of your mortgage loan.
In order to complete the modification, we will need you to complete the required steps outlined below.

PLEASE COMPLETE REQUIRED NEXT STEPS (SIGNATURES and RETURNING DOCUMENTS):

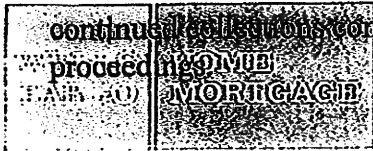
- ___ Sign and acknowledge the enclosed Loan Modification Agreement.
- ___ Sign the Truth-in-Lending Statement, if enclosed with your Loan Modification Agreement.
- ___ Provide the payment in the amount of \$0.00, which will be applied towards the unpaid balances. Information about this payment amount is listed on the Loan Modification Settlement Statement as "Funds from Borrower".
- ___ Sign the notice of Special Flood Hazard Area (SFHA), if enclosed with Loan Modification Agreement.
- ___ Return ALL of the above documents along with the payment, if required, within ten (10) business days from the date of this letter in the enclosed, self-addressed, prepaid express mail envelope to the address provided below:
1000 Blue Gentian Rd, Ste. 300, MAC X9999-01N
Eagan, MN 55121

NOTE: All mortgagors need to sign their name as it is printed on the documents. If one of the mortgagors listed should NOT be required to sign the documents OR has a different name than what is listed on the documents, please provide the appropriate documentation that supports this change. Acceptable documents may include a death certificate, divorce decree, or marriage certificate.

TIME IS OF THE ESSENCE:

If the above documents and payments are not received within ten (10) business days from the date of this letter, we will conclude that you are no longer interested in modifying your existing loan and will cancel your request for a modification. Until we receive your executed documents and payment as requested above, we are unable to complete the modification; we will continue to service your mortgage loan - which may include

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Wells Fargo Home Mortgage
3476 Stateview Boulevard
Fort Mill, SC 29715

DETAILS OF THE MODIFICATION:

1. Due date of first payment: 08/01/2010
2. New principal and interest payment amount: \$517.99
3. Escrow Payment (if applicable): \$213.95
The required escrow payment is based on your previous analysis. Please review the escrow disclaimer on the Borrower Acknowledgements, Agreements, and Disclosures document for more information on your escrow payment.
4. Estimated new net payment: \$731.94
This payment amount includes Principal, Interest, and Escrow (if applicable)
5. Modified maturity date: 08/01/2033
6. Interest rate: 4.784%

There could still be outstanding fees/costs that are owed after the modification is completed. These fees would be reflected on the Loan Modification Settlement Statement.

If we can be of further assistance, please call us at 800-416-1472, Monday - Thursday 7AM - 10PM CST, Friday 7AM - 9PM CST, Saturday 8AM - 2PM CST.

Sincerely,

Julius Scott
Loan Adjustor
Bank & Private Loss Mit

This communication is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you have received a discharge of this debt in bankruptcy or are currently in a bankruptcy case, this notice is not intended as an attempt to collect a debt and this company has a security interest in the property and will only exercise its rights as against the property.



Wells Fargo Home Mortgage
MAC X7801-03K
3476 Stateview Boulevard
Fort Mill, SC 29715

LOAN MODIFICATION AGREEMENT

LOAN NUMBER: 472 3344558

PROPERTY ADDRESS 556 Shadowlawn Av
Dayton OH 45419

THIS LOAN MODIFICATION AGREEMENT ("Agreement"), made on June 10, 2010, by and between Gregory T Ackerman and Joyce L Ackerman and (the "Borrower(s)") and Wells Fargo Bank, N A (the "Lender", together with the Borrower(s), the "Parties").

WITNESSETH

WHEREAS, Borrower has requested and Lender has agreed, subject to the following terms and conditions, to a loan modification as follows: NOW THEREFORE, in consideration of the covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, it is agreed as follows (notwithstanding anything to the contrary in the Note and Security Instrument dated 11/22/1995.)

1. **BALANCE.** As of June 10, 2010, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 73,964.51.
2. **EXTENSION.** This Agreement hereby modifies the following terms of the Note and Security Instrument described herein above as follows:
 - A. The current contractual due date has been extended from 01-01-09 to 08/01/2010. The first modified contractual due date is on 08/01/2010.
 - B. The maturity date has been extended from 01-26 (month/year) to 08/01/2033.
 - C. The amount of interest to be included (capitalized) will be U.S. \$ 8,490.53. The amount of the Escrow Advance to be capitalized will be U.S. \$4,349.87. The amount of Recoverable Expenses* to be capitalized will be U.S. \$0.00. The modified Unpaid Principal Balance is U.S. \$ 86,804.91. * Recoverable Expenses may include, but are not limited to: Title, Attorney fees/costs, BPO/Appraisal, and/or Property Preservation/Property Inspections
 - D. The Borrower(s) promises to pay the Unpaid Principal Balance plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance of U.S. \$ 86,804.91. The Borrower(s) promises to make monthly payments of principal and interest of U.S. \$ 517.99, at a yearly rate of 4.780%, not including any escrow deposit, if applicable. If on the maturity date the Borrower(s) still owes an amount under the Note and Security Instrument, as amended by this Agreement, Borrower(s) will pay this amount in full on the maturity date.
3. **NOTE AND SECURITY INSTRUMENT.** Nothing in this Agreement shall be understood or construed to be a satisfaction or release, in whole or in part of the Borrower's obligations under the Note or Security Instrument Further, except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and shall comply with, all of the terms and provisions thereof, as amended by this Agreement.

4. The undersigned Borrower(s) acknowledge receipt and acceptance of the Loan Modification Settlement Statement. Borrower(s) agree with the information disclosed in and understand that I/we am/are responsible for payment of any outstanding balances outlined in the Loan Modification Settlement.
5. The undersigned Borrower(s) acknowledge receipt and acceptance of the Borrower Acknowledgements, Agreements, and Disclosures Document (BAAD).
6. If included, the undersigned Borrower(s) acknowledge receipt and acceptance of the Truth in Lending statement.
7. If included, the undersigned Borrower(s) acknowledge receipt and acceptance of the Special Flood Hazard Area (SFHA).
8. That (he/she/they) (is/are) the Borrower(s) on the above-referenced Mortgage Loan serviced by Wells Fargo Bank, N A.

That (he/she/they) have experienced a financial hardship or change in financial circumstances since the origination of (his/her/their) Mortgage Loan. That (he/she/they) did not intentionally or purposefully default on the Mortgage Loan in order to obtain a loan modification.

CORRECTION AGREEMENT. The undersigned borrower(s), for and in consideration of the approval, closing and funding of this Modification, hereby grants Wells Fargo Bank, N A, as lender, limited power of attorney to correct and/or initial all typographical or clerical errors discovered in the Modification Agreement required to be signed. In the event this limited power of attorney is exercised, the undersigned will be notified and receive a copy of the document executed or initialed on their behalf. This provision may not be used to modify the interest rate, modify the term, modify the outstanding principal balance or modify the undersigned's monthly principal and interest payments as modified by this agreement. Any of these specified changes must be executed directly by the undersigned. This limited power of attorney shall automatically terminate in 120 days from the closing date of the undersigned's Modification. *JPA* (Borrower initial)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as the date first above written.

By signing this Agreement I hereby consent to being contacted concerning this loan at any cellular or mobile telephone number I may have. This includes text messages and telephone calls including the use of automated dialing systems to contact my cellular or mobile telephone. You will not be billed by your cellular or mobile carrier for any text messages you may receive from Wells Fargo, however, any calls we place to your cellular or mobile phone will incur normal airtime charges assessed by your mobile carrier.

June 10, 2010

LOAN MODIFICATION SETTLEMENT STATEMENT

CUSTOMER INFORMATION:

Loan Number: 472 3344558
Property Address: 556 Shadowlawn Av

TOTAL AMOUNT DUE PRE-MODIFICATION

Principal	\$	73,964.51
Interest	\$	8,490.53
Escrow	\$	4,349.87
Late Fees/NSF Fees	\$	1,769.75
Recoverable Expenses*	\$	4,333.50
Less Funds Already on Deposit	(\$)

Total Amount Due Pre-Modification \$ 92,908.16

AMOUNTS INCLUDED (Capitalized in the Modification):

Interest	\$	8,490.53
Escrow	\$	4,349.87
Total Capitalized Amount	\$	12,840.40

OUTSTANDING BALANCES:

Principal	\$	86,804.91
Interest	\$	0.00
Escrow	\$.00
Late Fees/NSF Fees	\$	1,769.75
Recoverable Expenses*	\$	4,333.50
Amt Applied to 1st Modified Pymt as shown on page 2	\$	0.00
Less Funds from Borrower		6,103.25)
Less Amount for Adjustments	(\$.00)

TOTAL AMOUNT OWED AFTER MODIFICATION \$ 86,804.91

Recoverable Expenses may include, but are not limited to: Title, Attorney fees/costs, BPO/Appraisal, and/or Property Preservation /Property Inspections

NOTE: Upon completion of your loan modification, a letter will be provided to you with a detailed breakdown of the outstanding balance of \$0.00 that are still due and payable on your loan. You are responsible for making payment arrangements for the amount outstanding.

**WELLS
FARGO**

**HOME
MORTGAGE**

TERMS OF THE MODIFICATION:

**Wells Fargo Home Mortgage
MAC X7801-03K
3476 Stateview Boulevard
Fort Mill, SC 29715**

	<u>Pre-Modification</u>	<u>Modified</u>
Unpaid Principal Balance	\$ 73,964.51	\$ 86,804.91
Interest Rate	7.2500%	4.780%
Monthly Principal & Interest Payment	630.18	517.99
Maturity Date	01-26	08/01/2033
First Modified Payment Due Date		08/01/2010
New Term (months)		277
1st MODIFIED PAYMENT DUE		
First Modified Payment Amount		\$ 731.94
Amount Applied Towards 1st Mod Payment Due		\$ 0.00
Amount owed by you on 08/01/2010		\$ 731.94

**Wells Fargo Home Mortgage
is a division of Wells Fargo Bank, N.A.**

Dated as of this: 16th day of JUNE, 2010.

Wells Fargo Home Mortgage
MAC X7801-03K
3476 Stateview Boulevard
Fort Mill, SC 29715

Greg T Ackerman
Gregory T Ackerman
Signature

Joyce L Ackerman
Joyce L Ackerman
Signature

Wells Fargo Bank, N A

Name: _____

Its: _____

SWORN & SIGNED IN MY PRESENCE
BY GREGORY T. ACKERMAN AND JOYCE
L. ACKERMAN THIS 16TH DAY OF JUNE 2010



Robert A. Jordan
ROBERT A. JORDAN, Notary Public
In and for the State of Ohio
My Commission Expires May 29, 2015

GREGORY T ACKERMAN
JOYCE L ACKERMAN
556 SHADOWLAWN AVE
DAYTON OH 45419-4035, OH 45419

Loan # 3344558 / CL # 472 1775

July 28, 2010

Wells Fargo Home Mod. 731.94

Seven Hundred + Thirty - ONE - ~~94~~ - ~~00~~

Wells Fargo Home Mortgage
MAC X7801-03K
3476 Stateview Boulevard
Fort Mill, SC 29715

USBANK
FIVE STAR SERVICE GUARANTEED
USBANK.COM

8/10/10 pmt.

Greg T Ackerman

⑆04 20000 ⑆3⑆ ⑆30 ⑆04 ⑆890 ⑆54⑆ ⑆775

RETURNED from
WELLS FARGO.

Dear Gregory T Ackerman & Joyce L Ackerman:

RE: Loan Number 3344558, Client 472
Property address: 556 Shadowlawn Av
Dayton OH 45419

This letter will confirm our conversation where we agreed to a modification of your mortgage loan. In order to complete the modification, we will need you to complete the required steps outlined below.

PLEASE COMPLETE REQUIRED NEXT STEPS (SIGNATURES and RETURNING DOCUMENTS):

- Sign and acknowledge the enclosed Loan Modification Agreement.
- Sign the Truth-in-Lending Statement, if enclosed with your Loan Modification Agreement.
- Provide the payment in the amount of \$0.00, which will be applied towards the unpaid balances. Information about this payment amount is listed on the Loan Modification Settlement Statement as "Funds from Borrower".
- Sign the notice of Special Flood Hazard Area (SFHA), if enclosed with Loan Modification Agreement.
- Return ALL of the above documents along with the payment, if required, within ten (10) business days from the date of this letter in the enclosed, self-addressed, prepaid express mail envelope to the address provided below:
1000 Blue Gentian Rd, Ste. 300, MAC X9999-01N
Eagan, MN 55121

AMT. DUE
at closing

NOTE: All mortgagors need to sign their name as it is printed on the documents. If one of the mortgagors listed should NOT be required to sign the documents OR has a different name than what is listed on the documents, please provide the appropriate documentation that supports this change. Acceptable documents may include a death certificate, divorce decree, or marriage certificate.

TIME IS OF THE ESSENCE:

If the above documents and payments are not received within ten (10) business days from the date of this letter, we will conclude that you are no longer interested in modifying your existing loan and will cancel your request for a modification. Until we receive your executed documents and payment as requested above, we are unable to complete the modification; we will continue to service your mortgage loan - which may include

Wells Fargo Home Mortgage
is a division of Wells Fargo Bank, N.A.

Exhibit F

Montgomery County Common Pleas Court
General Division

FILED
DEPT OF COMMON PLEAS

2009 NOV -9 A 9 18

CRIMINAL JUSTICE
CLERK OF COURTS
MONTGOMERY COUNTY, OHIO

Case: 2009 CV 03194



T

IN THE COMMON PLEAS COURT OF MONTGOMERY COUNTY, OHIO

BANK OF NEW YORK MELLON,

Plaintiff(s),

-vs-

GREGORY THOMAS ACKERMAN, et al.,

Defendant(s).

CASE NO. 2009 CV 03194

JUDGE DENNIS J. LANGER

ORDER OF DISMISSAL
(Administrative Dismissal)

Because pending negotiations will indefinitely stay further proceedings, this case is DISMISSED other than on the merits and without prejudice. This case may be reactivated upon Plaintiff(s) motion for good cause shown, and reactivation will be retroactive to the original filing date.

SO ORDERED:

JUDGE DENNIS J. LANGER

Copies of the above were sent to all parties listed below by ordinary mail this date of filing.

MALLORY A. JOHNSON
ATTORNEY AT LAW
P.O. BOX 5480
CINCINNATI, OH 45201
(513) 241-3100
Attorney for Plaintiff(s)

GEORGE B PATRICOFF
ATTORNEY(S) AT LAW
301 WEST THIRD STREET, FIFTH FLOOR
DAYTON, OH 45402
(937)-225-3445
Attorney for Defendant(s)

JOYCE LOUISE ACKERMAN
556 SHADOWLAWN AVENUE
DAYTON, OH 45419
Defendant

GREGORY ACKERMAN
556 SHADOWLAWN AVENUE
DAYTON, OH 45419
Defendant

JULENE POWERS, BAILIFF (937) 225-4055 /
E-mail: powersj@montcourt.org

vmt

Exhibit G

200912199
(dmj)

COURT OF COMMON PLEAS
MONTGOMERY COUNTY, OHIO

The Bank of New York Mellon, fka The Bank of New
York as Successor in interest to JP Morgan Chase
Bank NA as Trustee for Bear Stearns Asset- Backed
Securities Trust 2005-SD1, Asset-Backed
Certificates, Series 2005-SD1

Case No. 09 3194

Judge Dennis J. Langer

Plaintiff,

ENTRY RETURNING CASE TO THE
ACTIVE DOCKET

-vs-

Gregory Thomas Ackerman, et al.

Defendants.

Upon application of the Plaintiff, The Bank of New York Mellon, fka The Bank of New
York as Successor in interest to JP Morgan Chase Bank NA as Trustee for Bear Stearns Asset-
Backed Securities Trust 2005-SD1, Asset-Backed Certificates, Series 2005-SD1, and for good

cause shown, the above-styled case shall be, and hereby is, returned to the ACTIVE docket of the Court, retroactive to the original date of filing and without additional costs to the Plaintiff.

IT IS SO ORDERED.

Judge Dennis J. Langer

/s/- Ashley E. Rothfuss

Ashley E. Rothfuss, , Trial Counsel
Ohio Supreme Court Reg. #0083605
LERNER, SAMPSON & ROTHFUSS
Attorneys for Plaintiff
P.O. Box 5480
Cincinnati, OH 45201-5480
(513) 241-3100
attyemail@lsrlaw.com



General Division
Montgomery County Common Pleas Court
41 N. Perry Street, Dayton, Ohio 45422

Case Title: BANK OF NEW YORK MELLON vs GREGORY
THOMAS ACKERMAN
Case Number: 2009 CV 03194
Type: Entry Signed By Judge

So Ordered

Dennis J. Langer

Exhibit H

IN THE COMMON PLEAS COURT OF MONTGOMERY COUNTY, OHIO

BANK OF NEW YORK MELLON,

CASE NO. 2009 CV 03194

Plaintiff(s),

JUDGE DENNIS J. LANGER

-vs-

ORDER OF DISMISSAL
(Failure to Prosecute)

GREGORY THOMAS ACKERMAN, et al,

Defendant(s).

The Court having, on its own motion, pursuant to Civil Rule 41(B)(1) and Local Rule 2.15, sent notice to Plaintiff(s) counsel that this case would be dismissed within fourteen days of said notice for want of prosecution unless cause was shown as to why this case should not be dismissed, and fourteen days having expired with no such cause having been shown, this matter is hereby DISMISSED for want of prosecution, all without prejudice to a new action.

SO ORDERED:

JUDGE DENNIS J. LANGER

This document is electronically filed by using the Clerk of Courts' e-Filing system. The system will post a record of the filing to the e-Filing account "Notifications" tab of the following case participants:

MALLORY A JOHNSON
(513) 241-3100
Attorney for Plaintiff(s), Bank Of New York Mellon

GEORGE B PATRICOFF
(937) 225-5799
Attorney for Defendant(s), Montgomery County Treasurer

Copies of this document were sent to all parties listed below by ordinary mail:

GREGORY THOMAS ACKERMAN
556 SHADOWLAWN AVE
DAYTON, OH 45419
Defendant, Pro Se

JOYCE LOUISE ACKERMAN
556 SHADOWLAWN AVE
DAYTON, OH 45419
Defendant(s)

NATIONAL CITY BANK
1900 EAST NINTH STREET 17TH FL
CLEVELAND, OH 44114
Defendant(s)

TOM LEHMAN CONCEPTS INC
1926 EAST 3RD STREET
DAYTON, OH 45403
Defendant(s)

INOVISION
1804 WASHINGTON BLVD #500
BALTIMORE, MD 21230
Defendant(s)

JULENE POWERS, BAILIFF (937) 225-4055



General Division
Montgomery County Common Pleas Court
41 N. Perry Street, Dayton, Ohio 45422

Case Title: BANK OF NEW YORK MELLON vs GREGORY
THOMAS ACKERMAN
Case Number: 2009 CV 03194
Type: Order: Dismiss Without Prejudice

So Ordered

A handwritten signature in black ink, appearing to read "Dennis J. Langer".

Dennis J. Langer

Exhibit I

200912199
(kdk)

COURT OF COMMON PLEAS
MONTGOMERY COUNTY, OHIO

The Bank of New York Mellon, fka The
Bank of New York as Successor in
interest to JP Morgan Chase Bank NA
as Trustee for Bear Stearns Asset-
Backed Securities Trust 2005-SD1,
Asset-Backed Certificates, Series
2005-SD1, C10

*Wells Fargo Bank N.A.
IS MISSING -*

Plaintiff,

-vs-

Gregory Thomas Ackerman and Joyce
Louise Ackerman, et al

Defendants.

Case No. 09 3194

Judge Dennis J. Langer

FINAL & APPEALABLE

ENTRY GRANTING SUMMARY
JUDGMENT AND DECREE IN
FORECLOSURE

This matter is before the Court on the Motion for Summary Judgment of the plaintiff, to obtain judgment upon the Note as described in the Complaint; and to foreclose the lien of the Mortgage securing the obligation of such Note upon the real estate described herein; and to require all parties to set up their claims to the real estate or be barred.

The Court finds that all necessary parties have been properly served, are properly before the Court, and that the defendants,

LSR200912199D278P1500C9

LSR200912199D278P1500C9

Joyce Louise Ackerman, who did sign in regards to the opposition to the Motion for Summary Judgment, but did not file an answer, National City Bank, Tom Lehman Concepts, Inc. Section 401(k) Profit Sharing Plan and Inovision are in default of Answer.

The Court finds that the defendant, Gregory T. Ackerman, filed an Answer in response to the plaintiff's Complaint. The Court finds that the plaintiff has filed a motion for Summary Judgment supported by a Memorandum and Affidavit. Upon consideration thereof, the Court finds no genuine issue as to any material fact and the plaintiff is entitled to a Judgment and Decree in Foreclosure as a matter of law.

The Court finds that the allegations contained in the Complaint are true and that there is due and owing to the plaintiff, from the defendants, Gregory Thomas Ackerman and Joyce Louise Ackerman, jointly and severally, upon the subject Note the principal balance of \$74,507.87, for which amount judgment is hereby rendered in favor of the plaintiff, with interest at the rate of 7.2500 percent per annum from September 1, 2008, together with advances for taxes, insurance and otherwise expended, plus costs.

The Court finds that the Note is secured by the Mortgage held by the plaintiff, which mortgage constitutes a valid and first lien upon the following described premises:

See Exhibit "A"

The Court finds that the Mortgage was filed for record on December 5, 1995, in Mortgage Volume 95-3709, page C10, of this County's Recorder's Office; that the conditions of said Mortgage have been broken and plaintiff is entitled to have the equity of redemption of the defendant-titleholders foreclosed.

The Court finds that the defendants, Montgomery County Treasurer, has filed an Answer herein asserting an interest in the real estate which is the subject of this action, which interest is senior in priority to plaintiff's interest as hereinabove set forth.

IT IS THEREFORE, ORDERED that unless the sums hereinabove found to be due to plaintiff, and the costs of this action, be fully paid within three (3) days from the date of the entry of this decree, the equity of redemption of the defendant-titleholders in said real estate shall be foreclosed and the real estate sold, free of the interests of all parties herein, and an order of sale shall issue to the Sheriff of this County, directing him to appraise, advertise and sell said real estate, according to law and the orders of this Court, and report his proceedings to this Court.

IT IS FURTHER ORDERED that the Sheriff shall send counsel for the party requesting the Order of Sale a copy of the publication notice promptly upon its first publication.

IT IS FURTHER ORDERED that the Sheriff, upon confirmation of said sale, shall pay from the proceeds of said sale, upon the claims herein found, the amounts thereof in the following order of priority:

1. To the Clerk of this Court, the costs of this action, including the fees of appraisers.
2. To the Treasurer of this County, the taxes and assessments, due and payable as of the date of transfer of the property after Sheriff's Sale.
3. To the plaintiff, the sum of \$74,507.87, with interest at the rate of 7.2500 percent per annum from September 1, 2008, and as may be adjusted pursuant to the terms of the note, together with advances for taxes, insurance and otherwise expended, plus costs.
4. The balance of the sale proceeds, if any, shall be paid by the Sheriff to the Clerk of this Court to await further orders of this Court.

THIS IS A FINAL APPEALABLE ORDER, AND THERE IS NO JUST REASON FOR DELAY FOR PURPOSES OF OHIO RULE OF CIVIL PROCEDURE 54. PURSUANT TO OHIO APPELLATE RULE 4, THE PARTIES SHALL FILE A NOTICE OF APPEAL WITHIN THIRTY (30) DAYS.

SO ORDERED:

JUDGE

/s/Ashley E. Rothfuss
Ashley E. Rothfuss, Trial Counsel
Ohio Supreme Court Reg. #0083605
Attorneys for Plaintiff
LERNER, SAMPSON & ROTHFUSS
120 East Fourth Street, 8th Floor
Cincinnati, OH 45202-4007
Ph: (513) 241-3100
Fax: (513) 241-4094
attyemail@lsrlaw.com

/s/ George B. Patricoff (with Standing Authority)
George B. Patricoff
Attorney for Montgomery County Treasurer

Submitted for Approval
Gregory T. Ackerman, pro se

The undersigned hereby certifies that the examination of title to the subject real estate has been extended to April 22, 2009 to determine if any parties have acquired any interest therein subsequent to said previous examination and said examination to whom the doctrine of lis pendens applies.

/s/Ashley E. Rothfuss
Ashley E. Rothfuss

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL I:

Situate in the City of Dayton, County of Montgomery and State of Ohio and being part of Lot Numbered SIXTY ONE THOUSAND FOUR HUNDRED THIRTY SIX (61436) of the revised and consecutive numbers of lots on the plat of said City of Dayton, being bounded and more particularly described as follows:

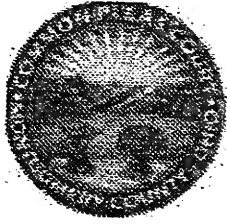
Beginning at an iron pin in the west line of said lot, said iron pin is located at the northeast corner of Lot No. SIXTY THREE THOUSAND THREE HUNDRED EIGHTY ONE (63381) of the revised and consecutive numbers of lots on the plat of said City of Dayton and the southeast corner of Lot No. SIXTY THREE THOUSAND THREE HUNDRED EIGHTY TWO (63382) of said City of Dayton; thence from above said beginning point northwardly with the west line of Lot No. 61436 of said City of Dayton, a distance of fifty one (51) feet to an iron pin located at the northeast corner of Lot No. 63382 of the said City of Dayton; thence eastwardly with the north line of Lot No. 63382 extended a distance of one hundred seventeen and eighty six hundredths (117.86) feet to an iron pin in the east line of Lot No. 61436 of said City of Dayton; thence southwestwardly with the east line of said Lot No. 61436 a distance of fifty one and four hundredths (51.04) feet to an iron pin; thence westwardly and parallel with the north line of this described tract a distance of one hundred fifteen and eighty three hundredths (115.83) feet to the place of beginning, containing one hundred thirty seven thousandths (0.137) acres.

PARCEL II:

Situate in the City of Dayton, County of Montgomery and State of Ohio and being Lot Numbered SIXTY THREE THOUSAND THREE HUNDRED EIGHTY TWO (63382) of the revised and consecutive numbers of lots on the plat of said City of Dayton, Ohio.

Parcel No.: R72-139-8-2-38

Property Address: 556 Shadowlawn Avenue, Dayton, OH 45419



General Division
Montgomery County Common Pleas Court
41 N. Perry Street, Dayton, Ohio 45422

Case Title: BANK OF NEW YORK MELLON vs GREGORY
THOMAS ACKERMAN
Case Number: 2009 CV 03194
Type: Judgment Entry and Foreclosure Decree

So Ordered

A handwritten signature in black ink, appearing to read "Dennis J. Langer", is written in a cursive style.

Dennis J. Langer

Exhibit J

200912199
(bdm)

COURT OF COMMON PLEAS
MONTGOMERY COUNTY, OHIO

The Bank of New York Mellon, fka The
Bank of New York as Successor in interest
to JP Morgan Chase Bank NA as Trustee
for Bear Stearns Asset- Backed Securities
Trust 2005-SD1, Asset-Backed
Certificates, Series 2005-SD1

Case No. 2009 CV 03194

Judge Mary E. Montgomery

Plaintiff, MOTION FOR CONFIRMATION OF SALE

-vs-

Gregory Thomas Ackerman, et al.

Defendants.

The Sheriff having made his return of the sale of the premises described in the petition, the plaintiff moves the Court to approve and confirm the sale of the real estate sold on December 27, 2019, to the third party purchaser, Robbin Roseberry, for the sale price of \$62,000.00; order the execution and delivery of a good and sufficient deed to the purchaser; order a writ of possession thereof and distribute the proceeds of sale, for the reason that the sale has been regular and proper in every respect in conformity to the statutes provided.

_____/s/ Ashley Rothfuss_____
Ashley E. Rothfuss, Trial Counsel
Ohio Supreme Court Reg. No. 0083605
LERNER, SAMPSON & ROTHFUSS
Attorneys for Plaintiff
120 East Fourth Street, 8th Floor
Cincinnati, OH 45202-4007
(513) 241-3100
attyemail@lsrlaw.com



LSR200912199D669P1700C9

Type: Mortgages
Kind: RELEASE BY COURT ENTRY
Recorded: 2/25/2020 10:06:52 AM
Fee Amt: \$74.00 Page 1 of 7
Montgomery County, OH
Brandon C. McClain Recorder

File# 2020-00012678

ELECTRONICALLY FILED
COURT OF COMMON PLEAS
Thursday, February 6, 2020 4:13:59 PM
CASE NUMBER: 2009 CV 03194 Docket ID: 34300568
MIKE FOLEY
CLERK OF COURTS MONTGOMERY COUNTY OHIO

O.K. TO RELEASE LIENS
MONT. CO. SHERIFF'S OFFICE

200912199
(bdm)

COURT OF COMMON PLEAS
MONTGOMERY COUNTY, OHIO

7 The Bank of New York Mellon, fka The
Bank of New York as Successor in
interest to JP Morgan Chase Bank NA
as Trustee for Bear Stearns Asset-
Backed Securities Trust 2005-SD1,
Asset-Backed Certificates, Series
2005-SD1

Plaintiff,

-vs-

Gregory Thomas Ackerman, et al.

Defendants.

Case No. 2009 CV 03194

Judge Mary E. Montgomery

JOURNAL ENTRY CONFIRMING
SALE, ORDERING DEED AND
DISTRIBUTING SALE PROCEEDS

12/25/20
(4) This cause came on to be heard on the return of the Sheriff of this County, for
the sale of the real estate on December 27, 2019, for \$62,000.00, to Robbin
Roseberry (hereinafter, the "Grantee"); and the Court finding that the sale was
made in conformity to the law and orders of this Court, hereby orders the sale in
these proceedings approved and confirmed.

LSR200912199D166P1700C9

LSR200912199D166P1700C9

Instrument Number: 2020-00012678 Seq: 1

IT IS FURTHER ORDERED that the Sheriff convey to the Grantee, Robbin Roseberry, whose address is 2882 Fuls Road, Farmersville, OH 45325, a deed for the lands and tenements described in Exhibit "A" attached hereto.

IT IS FURTHER ORDERED that the Grantee is subrogated to all the rights of the mortgagee and lien holders in the real estate to the extent necessary for the protection of its title, and a writ of possession shall be issued to the Sheriff of this County for the purpose of putting the Grantee in possession of the real estate.

IT IS FURTHER ORDERED that the Clerk cause a release (or certified copy of this entry) to be filed for record to discharge of record the following liens as they relate to the real estate herein:

- A. Mortgage to Legacy Mortgage from Gregory Thomas Ackerman and Joyce Louise Ackerman, filed for record on December 5, 1995, in Microfiche Number 95-3709C10, of the Montgomery County Recorder's Records.**
- B. Mortgage to Tom Lehman Concepts, Inc. Section 401(k) Profit Sharing Plan from Gregory Thomas Ackerman and Joyce Ackerman, filed for record on November 2, 1992, in Microfiche Number 92-3736A01, of the Montgomery County Recorder's Records. A Subordination Agreement was recorded on December 5, 1995, in Microfiche Number 95-3709D08, of the Montgomery County Recorder's Records.**
- C. Mortgage to National City Bank from Gregory T. Ackerman and Joyce L. Ackerman, filed for record on July 16, 1993, in Microfiche Number 93-2752E10, of the Montgomery County Recorder's Records.**
- D. Execution in favor of Inovision and filed against Greg T. Ackerman, on October 19, 2006, in Execution Number 2006EX50166, of the Montgomery County Clerk's Records.**

IT IS FURTHER ORDERED that the Sheriff pay from the sale price the following claims in the order of their stated priority:

- First. To the Clerk of this Court, the net final court costs of \$5,931.50, which amount includes poundage.**

- Second. Payable to the Sheriff of this County, the sum of \$125.00 for Sheriff's fees.
- Third. Payable to the Treasurer of this County, the taxes and assessments legally assessed against the real estate and due and payable as of the date of Sheriff's Sale under Parcel No. R72 13908 0002 & R72-13908-0038 (Consolidated), in the amount of \$0.00 through second half 2018 taxes.
- Fourth. Payable to the Treasurer of this County, under Parcel No. R72 13908 0002 & R72-13908-0038 (Consolidated), estimated pro-rated taxes in the amount of \$2,761.65.
- Fifth. Payable to the Recorder of this County, the sum of \$42.00, for recording fees.
- Sixth. Payable to the Auditor of this County, the sum of \$186.50, for transfer tax and conveyance fees.
- Seventh. Payable to Plaintiff, The Bank of New York Mellon, fka The Bank of New York as Successor in interest to JP Morgan Chase Bank NA as Trustee for Bear Stearns Asset- Backed Securities Trust 2005-SD1, Asset-Backed Certificates, Series 2005-SD1, the balance of said proceeds of sale, being the sum of \$52,953.35.

Prior Deed Reference: Microfiche Number 87-0727E03
Judgment amount: \$67,292.27; interest rate: 7.2500 and interest due date: December 1, 2008

Parcel No. R72 13908 0002 & R72-13908-0038 (Consolidated)
Address: 556 Shadowlawn Avenue, Dayton, Ohio 45419

JUDGE

/s/ Ashley Rothfuss
Ashley E. Rothfuss, Trial Counsel
Ohio Supreme Court Reg. No. 0083605
LERNER, SAMPSON & ROTHFUSS
Attorneys for Plaintiff

/s/ Michele Phipps per approval of 2/4/20
Michele Phipps (#0069829)
Assistant Prosecuting Attorney
301 W. Third Street
5th Floor
Dayton, OH 45402

SUBMITTED ON 1/28/20 – NO RESPONSE
Gregory Thomas Ackerman
556 Shadowlawn Avenue
Dayton, OH 45419

SUBMITTED ON 1/28/20 – NO RESPONSE
Joyce Louise Ackerman
556 Shadowlawn Avenue
Dayton, OH 45419

TO THE CLERK OF COURTS: PURSUANT TO OHIO RULE OF CIVIL PROCEDURE 58(B), PLEASE SERVE NOTICE OF JUDGMENT AND ITS DATE OF ENTRY UPON THE JOURNAL ON ALL PARTIES NOT IN DEFAULT FOR FAILURE TO APPEAR. IF THE PARTY IS REPRESENTED BY COUNSEL, THE ATTORNEY OF RECORD FOR THAT PARTY SHALL BE SERVED.

JUDGE

CERTIFICATE OF SERVICE

I hereby certify that on this 5th day of February, 2020, this document was electronically filed via the Court's authorized electronic filing system which will send notifications of this filing to the following:

Michelle Phipps, Esq.
301 W. Third Street
5th Floor
Dayton, OH 45402

And I hereby certify that I served this document by regular U.S. mail on the same day as submitted to the following:

Gregory Thomas Ackerman
556 Shadowlawn Avenue
Dayton, OH 45419

Joyce Louise Ackerman
556 Shadowlawn Avenue
Dayton, OH 45419

National City Bank
Law Department
Loc #01-2174
1900 East Ninth Street
17th Floor
Cleveland, OH 44114

Tom Lehman Concepts, Inc. Section
401(k) Profit Sharing Plan
1926 East 3rd Street
Dayton, OH 45403

Inovision
1804 Washington Boulevard, #500
Baltimore, MD 21230

/s/ Ashley Rothfuss
Ashley E. Rothfuss, Trial Counsel
Lerner, Sampson & Rothfuss

Exhibit "A"

Legal Description

PARCEL I:

Situate in the City of Dayton, County of Montgomery and State of Ohio and being part of Lot Numbered SIXTY ONE THOUSAND FOUR HUNDRED THIRTY SIX (61436) of the revised and consecutive numbers of lots on the plat of said City of Dayton, being bounded and more particularly described as follows:

Beginning at an iron pin in the west line of said lot, said iron pin is located at the northeast corner of Lot No. SIXTY THREE THOUSAND THREE HUNDRED EIGHTY ONE (63381) of the revised and consecutive numbers of lots on the plat of said City of Dayton and the southeast corner of Lot No. SIXTY THREE THOUSAND THREE HUNDRED EIGHTY TWO (63382) of said City of Dayton; thence from above said beginning point northwardly with the west line of Lot No. 61436 of said City of Dayton, a distance of fifty one (51) feet to an iron pin located at the northeast corner of Lot No. 63382 of the said City of Dayton; thence eastwardly with the north line of Lot No. 63382 extended a distance of one hundred seventeen and eighty six hundredths (117.86) feet to an iron pin in the east line of Lot No. 61436 of said City of Dayton; thence southwestwardly with the east line of said Lot No. 61436 a distance of fifty one and four hundredths (51.04) feet to an iron pin; thence westwardly and parallel with the north line of this described tract a distance of one hundred fifteen and eighty three hundredths (115.83) feet to the place of beginning, containing one hundred thirty seven thousandths (0.137) acres.

PARCEL II:

Situate in the City of Dayton, County of Montgomery and State of Ohio and being Lot Numbered SIXTY THREE THOUSAND THREE HUNDRED EIGHTY TWO (63382) of the revised and consecutive numbers of lots on the plat of said City of Dayton, Ohio.

Parcel Number: R72 13908 0002 & R72-13908-0038 (Consolidated)

Property Address: 556 Shadowlawn Avenue, Dayton, OH 45419



General Division
 Montgomery County Common Pleas Court
 41 N. Perry Street, Dayton, Ohio 45422

Case Number:
 2009 CV 03194

Case Title:
 BANK OF NEW YORK MELLON vs GREGORY THOMAS
 ACKERMAN

Type:

Order: Confirmation of Sale

So Ordered,

Mary E. Montgomery

Electronically signed by montgomm on 02/06/2020 04:14:22 PM Page 7 of 7

I hereby certify this to be a true and correct copy.

Witness my hand and seal this 24
 day of February 20.

M. J. [Signature]

Clerk of Common Pleas
 Court of Montgomery County, Ohio

By W. Rector
 (Wanda Rector ^{Deputy} [Signature])

Exhibit K



Return Mail Operations
 P.O. Box 10368
 Des Moines, IA 50306-0368

August 27, 2010

007259 1 MB 0.382 7259/007259/016493 028 03 AC03VD LC101 472

Gregory T Ackerman
 Joyce L Ackerman
 556 Shadowlawn Ave
 Dayton OH 45419-4035



Dear Gregory T Ackerman & Joyce L Ackerman :

RE: Loan Number 3344558, Client 472

At Wells Fargo Home Mortgage, our goal is to ensure that you have every opportunity to retain your home. We have received your inquiry concerning your mortgage loan. In order to process your request for MODIFICATION, the following information is needed. "XX" indicates the documents required for each specified borrower. (B1=Borrower, B2=Co-Borrower).

B1	B2	
..	..	1. Financial Worksheet
..	..	2. Tax Return for ..
..	..	3. Proof of Income (paystub, SSI, child support)
..	..	4. Profit & Loss Statement, if self-employed
..	..	5. Listing Agreement
..	..	6. Signed Purchase Contract/Est. Closing Statement
XX	XX	7. Hardship Explanation
..	..	8. Buyer's Pre-Qualification Letter

Comments:
 please call
 ..

If ALL of this information or a request for an extension is not received within ten (10) business days from the date of this letter, we will consider this request cancelled. Please note any collection and foreclosure action will continue uninterrupted until approval. Therefore, a timely response is essential. Please mail or fax the information or request to:

Fax: (866) 590-8910 or (866) 359-7363
 Wells Fargo Home Mortgage
 1000 Blue Gentian Road, Suite 300
 MAC X9999-01N
 Eagan, MN 55121



LOAN # 3344558 - Greg Ackerman

WELLS FARGO HOME MORTGAGE
RETURN MAIL OPERATIONS
PO BOX 10368
DES MOINES IA 50306-0368



08/20/10



1MB 01295/005756/002311 0015 2 ACNKGVLM735 472

GREGORY T ACKERMAN
JOYCE L ACKERMAN
556 SHADOWLAWN AV
DAYTON, OH 45419-4035

Account Information	
Online:	yourwellsfargomortgage.com
Fax:	(866) 278-1179
Telephone:	(800) 416-1472
Correspondence:	PO Box 10335 Des Moines, IA 50306
Hours of Operation:	Mon - Fri, 6 AM - 10PM Sat, 8 AM - 2 PM CT
Loan Number:	3344558
Property Address:	556 Shadowlawn Av Dayton OH 45419

Dear Gregory T Ackerman & Joyce L Ackerman:

RE: Response to your request for mortgage payment assistance

We're writing to let you know that we recently received documentation from you requesting mortgage payment assistance. We're here to help you through these challenging times, but need to speak with you right away to determine what options might be available to you.

Please contact us right away at (800) 416-1472 during the hours of Monday through Friday, 6 AM to 10 PM or Saturday, 8 AM to 2 PM, Central Time. Before calling, please gather the following information and have it handy when you call. This will assist us in determining what options may be available to help you.

- Monthly gross income (before taxes) for each borrower
- Any additional household income
- Current monthly expenses (be sure to have a list of all expenses including any taxes and insurance for your home paid outside of your mortgage payment)
- Reason for your financial hardship

Please keep in mind; the sooner you reach out to us, the more options may be available to help you. If you have already spoken to us regarding this matter, please disregard this letter. Don't delay - please call us today.

Sincerely,

Additional assistance is available, at no cost
Many customers tell us that monthly expenses other than their mortgage payment are placing an additional strain on their finances. If you are in this situation, we encourage you to contact a



Together we'll go far

Account Information

Loan Number: 3344558

Ackermon

Property Address: 556 Shadowlawn Av
Dayton OH 45419

HUD-approved, non-profit credit counseling agency. At no charge, a counselor will work closely with you to lower your other monthly payments, take your financial circumstances into consideration, and create a budget plan that may work for you. To find a local agency, call 1-800-569-4287 or call the HOPE Hotline at 1-888-995-HOPE.

Be sure you avoid anyone who asks for a fee for counseling or a loan modification, or asks you to sign over the deed to your home, or to make your mortgage payments to anyone other than Wells Fargo Home Mortgage.

This communication is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you have received a discharge of this debt in bankruptcy or are currently in a bankruptcy case, this notice is not intended as an attempt to collect a debt, and we have a security interest in the property and will only exercise our rights as against the property.

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

Wells Fargo Home Mortgage is a division of Wells Fargo Bank, N A ©Wells Fargo Bank, N A All rights reserved. Equal Housing Lender



Exhibit L

IN THE COMMON PLEAS COURT OF MONTGOMERY COUNTY, OHIO

BANK OF NEW YORK MELLON,

CASE NO. 2009 CV 03194

Plaintiff(s),

JUDGE DENNIS J. LANGER

-vs-

**DECISION ORDER AND ENTRY
VACATING ORDER OF DISMISSAL
FAILURE TO PROSECUTE FILED ON
JULY 07, 2010**

GREGORY THOMAS ACKERMAN, et al.,

Defendant(s).

The Order of Dismissal Failure to Prosecute filed on July 07, 2010 is hereby VACATED. The parties shall resubmit any motions for consideration by the Court.

SO ORDERED:

JUDGE DENNIS J. LANGER

This document is electronically filed by using the Clerk of Courts' e-Filing system. The system will post a record of the filing to the e-Filing account "Notifications" tab of the following case participants:

MALLORY A. JOHNSON
(513) 241-3100
Attorney for Plaintiff(s), Bank Of New York Mellon

GEORGE PATRICOFF
(937) 225-5799
Attorney for Defendant(s), Montgomery County Treasurer

Copies of this document were sent to all parties listed below by ordinary mail:

GREGORY THOMAS ACKERMAN
556 SHADOWLAWN AVE
DAYTON, OH 45419
Defendant, Pro Se

JOYCE LOUISE ACKERMAN
556 SHADOWLAWN AVE
DAYTON, OH 45419
Defendant(s)

NATIONAL CITY BANK
1900 EAST NINTH STREET 17TH FL
CLEVELAND, OH 44114
Defendant(s)

TOM LEHMAN CONCEPTS, INC.
1926 EAST 3RD STREET
DAYTON, OH 45403
Defendant(s)

INOVISION
1804 WASHINGTON BLVD #500
BALTIMORE, MD 21230
Defendant(s)

JULENE POWERS, Bailiff (937) 225-4055 E-mail: powersj@montcourt.org

vmt



General Division
Montgomery County Common Pleas Court
41 N. Perry Street, Dayton, Ohio 45422

Case Title: BANK OF NEW YORK MELLON vs GREGORY
THOMAS ACKERMAN
Case Number: 2009 CV 03194
Type: Decision

So Ordered

A handwritten signature in black ink, appearing to read "Dennis J. Langer". The signature is written in a cursive, flowing style.

Dennis J. Langer

Exhibit M

COURT OF COMMON PLEAS
MONTGOMERY COUNTY, OHIO

The Bank of New York Mellon, fka The Bank of
New York as Successor in interest to JP Morgan
Chase Bank NA as Trustee for Bear Stearns Asset-
Backed Securities Trust 2005-SD1, Asset-Backed
Certificates, Series 2005-SD1

Plaintiff,

-vs-

Gregory Thomas Ackerman, et al.

Defendants.

Case No. 09 3194

Judge Dennis J. Langer

RENEWED

PLAINTIFF'S MOTION FOR SUMMARY
JUDGMENT

Plaintiff respectfully moves this Court for Summary Judgment, pursuant to Rule 56 of the Ohio Rules of Civil Procedure, upon the grounds that (1) Defendants have made no mention of how the appealed decisions are applicable to the action at hand; and (2) Plaintiff has set forth the necessary elements of a valid complaint in foreclosure. The legal rationale is more fully set forth in the Memorandum incorporated herein.

Respectfully submitted,

/s/ Ashley E. Rothfuss

Ashley E. Rothfuss, Trial Counsel

Ohio Supreme Court Reg. #0083605

LERNER, SAMPSON & ROTHFUSS

P.O. Box 5480

Cincinnati, OH 45201-5480

(513) 241-3100

attyemail@lsrlaw.com

MEMORANDUM

I. INTRODUCTION AND STATEMENT OF FACTS

This is an action in foreclosure brought by The Bank of New York Mellon, fka The Bank of New York as Successor in interest to JP Morgan Chase Bank NA as Trustee for Bear Stearns Asset- Backed Securities Trust 2005-SD1, Asset-Backed Certificates, Series 2005-SD1 (“Plaintiff”) against Joyce L. Ackerman and Gregory Thomas Ackerman (“Defendants”), stemming from a promissory note (“Note”) and mortgage (“Mortgage”) upon which Defendants defaulted. Defendants, in their answer and amended Answer, failed to raise a genuine issue of material fact. Plaintiff therefore moves for summary judgment, pursuant to Civil Rule 56.

II. LAW AND ANALYSIS

A. SUMMARY JUDGMENT STANDARD

The legal standard for consideration and disposition of issues on summary judgment is well settled. Ohio Civil Rule 56(C) governs the granting of summary judgment and provides, in pertinent part:

Summary judgment shall be rendered forthwith if the pleadings, depositions, answers to interrogatories, written admissions, affidavits, transcripts in evidence, and written stipulations of fact, if any, timely filed in the action, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law.

In other words, and pursuant to Civ.R. 56(C), summary judgment is proper if the following three elements are met:

(1) No genuine issue as to any material fact remains to be litigated; (2) the moving party is entitled to judgment as a matter of law; and (3) it appears from the evidence that reasonable minds can come to but one conclusion, and viewing such evidence most strongly in favor of the party against whom the motion for summary judgment is made, that conclusion is adverse to that party.

Temple v. Wean United, Inc. (1977), 50 Ohio St.2d 317, 327, 364 N.E.2d 267; State, ex rel. Cuyahoga County Hosp. v. Ohio Bureau of Workers' Compensation (1986), 27 Ohio st.3d 25, 28, 500 N.E.2d 1370; Harless v. Willis Day Warehousing Co. (1978), 54 Ohio St.2d 64, 66, 375 N.E.2d 46; Buckeye Union Ins. Co. v. Consol. Stores Corp. (1990), 68 Ohio App.3d 19, 22, 587 N.E.2d 391.

“In every lawsuit there are some disputed issues of fact, but Civ. R. 56 focuses on those issues of fact which are ‘material’”. *Id.* “The mere existence of some factual dispute, if not material, will not defeat a summary judgment otherwise proper.” *Id.*

“[T]he moving party bears the initial responsibility of informing the trial court of the basis for the motion, and identifying those portions of the record which demonstrate the absence of a genuine issue of fact on a material element of the nonmoving party's claim.” Dresher v. Burt (1996), 75 Ohio St.3d 280, 296, 662 N.E.2d 264. The burden of demonstrating that no genuine issue exists as to any material fact rests upon the party requesting summary judgment. Harless, 54 Ohio St.2d at 66.

In order to demonstrate the absence of a genuine issue of material fact, which would entitle the moving party to prevail upon its motion for summary judgment, “the movant need not necessarily support its motion with evidentiary materials which directly negates his opponent's claims.” Johnson v. Great American. Ins. Co. (1988), 44 Ohio App.3d 71, 73, 541 N.E.2d 100, citing Celotex Corp. v. Catrett (1986), 477 U.S. 317, 323. Rather, the movant may meet its burden by pointing out to the court that there is an absence of evidence to support the non-moving party's case. Johnson, 44 Ohio App.3d at 73. “The language of Civ.R.56 and out case law do not support the proposition that a party moving for summary judgment has the burden to prove its case *and disprove* the opposing party's case as well.” Todd Dev. Co., Inc. v. Morgan (2008), 116 Ohio St.3d 461, 880 N.E.2d 88, at ¶ 13. “[T]here is no requirement in

the Civil Rules that a moving party must negate the nonmoving party's every possible defense to its motion for summary judgment." Id., at ¶ 14.

B. PLAINTIFF HAS MET ITS BURDEN

In the case at bar, Plaintiff has established that it is the holder of the Note and owner of the Mortgage. Note; Mortgage; Assignments of Mortgage. Defendants defaulted under the terms of the Note and Mortgage herein by failing to make the monthly payments called for pursuant to said Note and Mortgage. As provided by the Note and Mortgage, Plaintiff has an absolute legal right to accelerate and call due the entire balance on the Note in the case of default. Note, ¶ 6; Mortgage, ¶ 22. Plaintiff has elected to accelerate the indebtedness. The filing of the Complaint in Foreclosure is sufficient declaration of the exercise of the option to accelerate. Nixon v. Buckeye Bldg. & Loan Co. (1934) 18 Ohio L. Abs. 261. Finally, the default has not been cured.

Moreover, it is well established in Ohio that once the default in payment has been made under the terms of the Note, and once the Note has been accelerated, the holder of the Note is entitled to judgment. Gaul v. Olympia Fitness Ctr., Inc. (1993), 88 Ohio App.3d 310; Evilsizor v. Speckbaugh (1949), 55 Ohio L. Abs. 353, 88 N.E.2d 296; Bradfield v. Hale (1902), 67 Ohio St. 316, 65 N.E. 1008; Union Cent. Life Ins. Co. v. Curtis (1880), 35 Ohio St. 357; King v. Safford (1869), 19 Ohio St. 587.

In sum, Plaintiff has established a prima facie case for summary judgment in this foreclosure action.

C. DEFENDANT HAS FAILED TO RAISE A GENUINE ISSUE OF MATERIAL FACT

Defendants request that the instant action in foreclosure be stayed pending the outcome of two consolidated and entirely different cases in which Defendants have filed a petition for a writ of certiorari with the United States Supreme Court (Docket No. 08-10231).

The cases in which Defendants have filed a petition for a writ of certiorari with the United States Supreme Court were originally filed as two cases in the Montgomery Court of Common Pleas. The referenced cases have a completely unrelated factual premise to the instant action. In said cases, Defendants sought to sue a benefits insurance company under the Employee Retirement Income Security Act. Defendant Greg Ackerman allegedly remained unemployed for many months following an automobile accident and Defendant Joyce Ackerman allegedly suffered injuries, both pregnancy related and non-pregnancy related. Defendant Joyce Ackerman sought to sue the company who provided her long term disability policy. No decision was rendered by the Montgomery Court of Common Pleas prior to removal to district court based on both federal question jurisdiction and diversity of citizenship. The two district cases (Case Nos. 3:00-cv-00277 and 3:04-cv-00033) were subsequently consolidated by the District Court for the Southern District of Ohio. Per its docket, the District Court for the Southern District of Ohio determined that “all of [Defendants’] claims have long since been decided against them and... any further appeal would be frivolous[.]” Yet Defendants chose to appeal to the United States Court of Appeals for the Sixth Circuit despite this docketed statement. On appeal (Case No. 08-4324), not only did the United States Court of Appeals for the Sixth Circuit dismiss the appeal, but further directed the clerk’s office not to accept for filing any documents from Defendants in the future in either of the two consolidated cases. There is no indication that the United States Supreme Court has any intention of reviewing the decision of the lower courts in these consolidated cases.

Moreover, this claim against Defendants’ former insurer stemming from 2003 has no bearing on whether Plaintiff has satisfied its burden in properly pleading its Complaint in foreclosure. Alternatively, Plaintiff pled, inter alia, that it is the holder and owner of a Note. A copy of the referenced and indorsed Note was attached to the Complaint as Exhibit A.

Plaintiff plead that it is the owner of the Mortgage, by virtue of assignment, given to secure payment of the Note. Copies of the referenced Mortgage and Assignments thereof were attached to the Complaint as Exhibits B, C, and D respectively. Plaintiff further pled that Defendants are in default of their Note and Mortgage obligations, and the amount due and owing is \$74,507.87, with interest accruing at a rate of 7.2500% annually from September 1, 2008. Complaint. Defendants' Answer does not deny any of the allegations set forth in the Complaint. Nor does the Answer assert any applicability of the aforementioned district cases regarding Employee Retirement Income Security Act to the instant foreclosure action. As such, the pending petition to the Supreme Court of the United States is inapplicable to the instant action, and Plaintiff is entitled to have the instant action proceed.

Moreover, Defendants' affirmative defense of a purported desire to explore possible loss mitigation programs.

The Supreme Court has determined that Plaintiff is not required to cease foreclosure proceedings to "satisfy its customers' desires" nor to put the interests of the debtors first. Ed Schory & Sons, Inc. v. Soc. Natl. Bank (1996), 75 Ohio St.3d 433, 444. Moreover, Plaintiff, through its own loss mitigation efforts, need not throw good money after bad. *Id.* While sympathetic to Defendants' situation, Plaintiff may enforce its contractual rights to the "great discomfort" of the other party. Salem v. Central Trust Co., N.A. (1995), 102 Ohio App.3d 672, 678.

III. CONCLUSION

The remedy sought by this Motion is favored by Ohio courts. "Summary judgment is a procedural device used to terminate litigation so as to avoid a formal trial where there is nothing to try." Norris v. Ohio Standard Oil Co. (1982), 70 Ohio St.2d 1, 2, 433 N.E.2d 615. "One of the principal purposes of the summary judgment rule is to isolate and dispose of factually unsupported claims or defenses, and we think it should be interpreted in a way that

allows it to accomplish this purpose.” Dresher v. Burt (1996), 75 Ohio St.3d 280, 288. The Supreme Court of Ohio views summary judgment with favor stating that it “should be encouraged in proper cases.” North v. Pennsylvania R.R. Co. (1967), 9 Ohio St.2d 169, 171, 224 N.E.2d 757.

Based upon the foregoing, Plaintiff is entitled to Summary Judgment as a matter of law because there are no genuine issues of material fact.

/s/ Ashley E. Rothfuss
Ashley E. Rothfuss, Trial Counsel
Ohio Supreme Court #0083605
LERNER, SAMPSON & ROTHFUSS
Attorneys for Plaintiff
P.O. Box 5480
Cincinnati, OH 45201-5480
(513) 241-3100
attyemail@lsrlaw.com

CERTIFICATE OF SERVICE

This is to certify that a true and exact copy of the foregoing **PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT** has been duly served upon the following by ordinary U.S. mail, postage prepaid, this 20th day of August, 2010:

George Patricoff, Esq.
5th Fl. 301 W. Third St
Dayton, OH 45402

Gregory Thomas Ackerman
556 Shadowlawn Avenue
Dayton, OH 45419

Joyce Louise Ackerman
556 Shadowlawn Avenue
Dayton, OH 45419

National City Bank
Law Department
Loc #01-2174
1900 East Ninth Street
17th Floor
Cleveland, OH 44114

Tom Lehman Concepts, Inc. Section 401(k) Profit Sharing Plan
1926 East 3rd Street
Dayton, OH 45403

Inovision
1804 Washington Boulevard, #500
Baltimore, MD 21230

/s/ Ashley E. Rothfuss
Ashley E. Rothfuss

Exhibit N

Montgomery County Common Pleas Court
General Division

IN THE COMMON PLEAS COURT OF MONTGOMERY COUNTY, OHIO

BANK OF NEW YORK MELLON,

CASE NO. 2009 CV 03194

Plaintiff(s),

JUDGE DENNIS J. LANGER

-vs-

GREGORY THOMAS ACKERMAN, et al.,

**ORDER OF REFERRAL TO
MAGISTRATE; SET FOR A
TELEPHONE SCHEDULING
CONFERENCE ON SEPTEMBER 28,
2010 AT 9:00 A.M.**

Defendant(s).

This case is hereby referred to Montgomery County Common Pleas Court Magistrate KRISTI A. WUEBBEN for trial and magistrate's decision including findings of fact and conclusions of law on all issues of law and fact as prescribed by Ohio Civil Procedure Rule 53. All case orders and entries subsequent to and during the pendency of this referral shall be signed only by the Magistrate unless otherwise ordered by the Court. This reference shall include action on all motions filed pursuant to R.C. 2323.51, including motions filed after judgment.

This matter is set for a telephone scheduling conference on September 28, 2010 at 9:00 a.m. If counsel wishes to be contacted at a telephone number other than that listed below, please contact this office at (937) 225-4168 no later than 4:00 p.m. the preceding day.

SO ORDERED:

JUDGE DENNIS J. LANGER

This document is electronically filed by using the Clerk of Courts' e-Filing system. The system will post a record of the filing to the e-Filing account "Notifications" tab of the following case participants:

MALLORY A. JOHNSON
(513) 241-3100
Attorney for Plaintiff(s), Bank Of New York Mellon

Copies of this document were sent to all parties listed below by ordinary mail:

GREGORY THOMAS ACKERMAN
556 SHADOWLAWN AVE
DAYTON, OH 45419
Defendant, Pro Se

JOYCE LOUISE ACKERMAN
556 SHADOWLAWN AVE
DAYTON, OH 45419
Defendant(s)

NATIONAL CITY BANK
1900 EAST NINTH STREET 17TH FL
CLEVELAND, OH 44114
Defendant(s)

TOM LEHMAN CONCEPTS INC.
1926 EAST 3RD STREET
DAYTON, OH 45403
Defendant(s)

INOVISION
1804 WASHINGTON BLVD #500
BALTIMORE, MD 21230
Defendant(s)

GEORGE PATRICOFF
ATTORNEY(S) AT LAW
301 WEST THIRD STREET
FIFTH FLOOR
DAYTON, OH 45402
(937) 225-5799
Attorney for Defendant(s), Montgomery County Treasurer

Magistrates' Office (937) 225-4168

brm



General Division
Montgomery County Common Pleas Court
41 N. Perry Street, Dayton, Ohio 45422

Case Title: BANK OF NEW YORK MELLON vs GREGORY
THOMAS ACKERMAN
Case Number: 2009 CV 03194
Type: Referral to Magistrate

So Ordered

A handwritten signature in black ink, which appears to read "Dennis J. Langer".

Dennis J. Langer

Exhibit O



MONTGOMERY COUNTY SHERIFF'S OFFICE

(937)496-3065 Phone

(937)496-7986 Fax

PraterM@mcoho.org

Phil Plummer, Sheriff

345 West Second Street

P.O. Box 972

Dayton, OH 45422-2427

May 3, 2013

YOUR CASE NO. IS 2009 CV 03194 ALIAS

YOU MUST REFER TO THIS CASE NUMBER IF YOU CONTACT US FOR ANY REASON

FRESHZONE PRODUCTS, INC.

556 SHADOWLAWN AVE, DAYTON, OHIO 45419

Re:

BANK OF NEW YORK MELLON

vs.

GREGORY THOMAS ACKERMAN, et al.

Case No. **2009 CV 03194**

556 SHADOWLAWN AVENUE, DAYTON, Ohio 45419

This letter will confirm that you were the successful bidder at the following Sheriff's sale on **Friday, 05/03/2013** for the above property.

Amount of Bid: \$ 73,100.00 - \$ 7,310.00 = \$ 65,790.00

You will be contacted by phone or mail approximately 30 days after the auction date for your payment in full.

The plaintiff's attorney will file the entry of confirmation to confirm the sale. Once the entry of confirmation has been filed, the balance must be paid by certified or cashier's check payable to the Sheriff, Montgomery County, Ohio within thirty (30) days of the filing date of the entry of confirmation of sale and distribution, and no other form of payment will be accepted. Please include the case number (see above) on all checks and correspondence and deliver the funds to the Montgomery County Sheriff's Office, Foreclosure Division, 345 West Second Street, Dayton, Ohio 45422-0972. Failure to pay may result in contempt of court charges being filed against you. If you are found guilty of these charges, the deposit may be forfeited. O.R.C.2329.30. The case number must accompany the funds.

You have 30 days from the date of sale to do a title examination. Montgomery County Rules of Court 2.23.VI Judicial Sale of Real Estate state "Should the examination disclose the title to be unmarketable by reason of any defect in the proceedings or the existence of any interest not disclosed in either of the certifications, said purchaser may, within the thirty (30) days period, notify the Court thereof by written motion requesting that said the sale to be set aside. If the Court, upon hearing thereof, finds said title to be unmarketable, the Court shall refuse to confirm said sale. The Court may, however, fix a reasonable time, not to exceed ninety (90) days, within which any defects may be corrected." If there is a problem with the title or you wish to request an extension of time to pay the balance due, you must contact the attorney of record, **ELLEN FURNASH-LSR, PO BOX 5480, CINCINNATI, OHIO 45201, 513-241-3100**, to resolve the matter. If there is a problem with the title that cannot be resolved, you should have an attorney file the Motion to vacate the sale and represent you at the hearing.

The attorney named above will file the Entry of Confirmation and Distribution and prepare the deed. Questions concerning Sheriff's Office procedures should be directed to Mary Prater at 937-496-3065 or email at PraterM@mcoho.org. If you have any questions about the confirmation entry or deed preparation, please contact the attorney listed above.

Whose name will identify the bid on entry



AN EQUAL OPPORTUNITY EMPLOYER

Exhibit P

**IN THE COMMON PLEAS COURT OF MONTGOMERY COUNTY, OHIO
CIVIL DIVISION**

BANK OF NEW YORK MELLON : Case No 2009 CV 03194
Plaintiff : Judge DENNIS J. LANGER
vs. : RETURN OF SHERIFF ON
GREGORY THOMAS ACKERMAN, et al. : WRIT FOR ALIAS
Defendant : ORDER OF SALE
556 SHADOWLAWN AVENUE
DAYTON Ohio 45419
R72 13908 0002, R72 13908 0038

In obedience to the command of the attached order, I summoned **REAPPRAISAL WAIVED** three disinterested freeholders of said Montgomery County, Ohio and administered to them an oath to impartially appraise the premises described in said order upon actual view thereof, and afterwards on , said appraisers returned to me their report in writing of the evaluation of said premises, a copy of which I forthwith deposited with the Clerk of said Court. On **11/15/2019**, I caused to be published in the **Dayton Daily News**, a newspaper of general circulation published in Montgomery County, Ohio, a notice that said premises would be offered for sale at public auction on the 10th floor in the County Commissioner's Hearing Room of the Montgomery County Administration Building, 451 West Third Street, Dayton, Ohio on **12/27/2019**, at 10 o'clock a.m. of said day . At the time and place stated in said notice I offered said premises for sale at public auction, and sold same to:

ROBBIN ROSEBERRY
2882 FULS RD
FARMERSVILLE OH 45325

for the sum of **\$ 62000.00** , being the highest and best bid, and that sum not less than two-thirds (2/3) of the appraised value thereof.

Given under my hand on 12/27/2019

ROB STRECK, SHERIFF
MONTGOMERY COUNTY, OHIO

S/ RMS

Serving Writ	\$ 50.00
Summoning	6.00
Writing advertisement	10.00
Poundage	<u>930.00</u>
Total	\$ 996.00

=====

Exhibit Q

Type: Deeds
Kind: SHERIFF'S DEED
Recorded: 2/24/2020 11:02:39 AM
Fee Amt: \$42.00 Page 1 of 3
Montgomery County, OH
Brandon C. McClain Recorder

File# 2020-00012327

TRANSFER
10e 75113 2/24/2020
Reg 0710 Receipt 2186 Cashier
Montgomery County Auditor
Kari L. Keith
LOR # 003108 \$180.00

(Box)
SHERIFF'S DEED

Revised Code Sec. 2329.36

2009 CV 03194/Gregory Thomas Ackerman
200912199

(3) I, Rob Streck, Sheriff of Montgomery County, Ohio, pursuant to the Order of Sale entered on September 26, 2019, the Confirmation of Sale entered on February 6, 2020 and in consideration of the sum of \$62,000.00 dollars, the receipt whereof is hereby acknowledged, do hereby **GRANT, SELL AND CONVEY** unto **Robbin Roseberry**, all the rights, title and interest of the parties in Court of Common Pleas, Montgomery County, Ohio, Case Number **2009 CV 03194**, The Bank of New York Mellon, fka The Bank of New York as Successor in interest to JP Morgan Chase Bank NA as Trustee for Bear Stearns Asset- Backed Securities Trust 2005-SD1, Asset-Backed Certificates, Series 2005-SD1 vs. **Gregory Thomas Ackerman, et al.**, and all pleadings therein incorporated herein by reference in and to the following Lands and Tenements situated in the County of Montgomery AND State of Ohio, known and described as follows, to-wit:

"DISMISSED" CASE

JT

SEE ATTACHED LEGAL DESCRIPTION

Premises commonly known as: 556 Shadowlawn Avenue, Dayton, OH 45419

Tax Mailing Address: 2882 Fuls Road, Farmersville, OH 45325

This deed does not reflect any restrictions, conditions or easements of record.

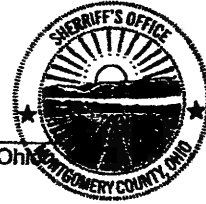
Prior Owner: Gregory Thomas Ackerman
and Joyce Louise Ackerman et al.

Parcel Number: R72 13908 0002

Prior Instrument Reference: Deed 87-0727, E03


Executed this 24 day of February, 2020


ROB STRECK, Sheriff of MONTGOMERY County, Ohio

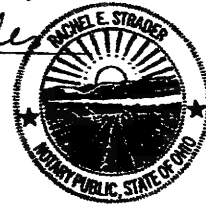


STATE OF OHIO)
) SS:
COUNTY OF MONTGOMERY)

The foregoing was acknowledged before me this 24 day of
February, 2020 by ROB STRECK, Sheriff of Montgomery County, Ohio.


Notary Public
State of Ohio
My Commission Expires

_____ 20__



This instrument was prepared by:
LERNER, SAMPSON & ROTHFUSS
120 East Fourth Street, 8th Floor
Cincinnati, OH 45202-4007
2/13/20

Rachel E. Strader
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires 05/25/2022

LEGAL DESCRIPTION

PARCEL I:

Situate in the City of Dayton, County of Montgomery and State of Ohio and being part of Lot Numbered SIXTY ONE THOUSAND FOUR HUNDRED THIRTY SIX (61436) of the revised and consecutive numbers of lots on the plat of said City of Dayton, being bounded and more particularly described as follows:

Beginning at an iron pin in the west line of said lot, said iron pin is located at the northeast corner of Lot No. SIXTY THREE THOUSAND THREE HUNDRED EIGHTY ONE (63381) of the revised and consecutive numbers of lots on the plat of said City of Dayton and the southeast corner of Lot No. SIXTY THREE THOUSAND THREE HUNDRED EIGHTY TWO (63382) of said City of Dayton; thence from above said beginning point northwardly with the west line of Lot No. 61436 of said City of Dayton, a distance of fifty one (51) feet to an iron pin located at the northeast corner of Lot No. 63382 of the said City of Dayton; thence eastwardly with the north line of Lot No. 63382 extended a distance of one hundred seventeen and eighty six hundredths (117.86) feet to an iron pin in the west line of Lot No. 61436 of said City of Dayton; thence southwardly with the east line of said Lot No. 61436 a distance of fifty one and four hundredths (51.04) feet to an iron pin; thence westwardly and parallel with the north line of this described tract a distance of one hundred fifteen and eighty three hundredths (115.83) feet to the place of beginning, containing one hundred thirty seven thousandths (0.137) acres.

PARCEL II:

Situate in the City of Dayton, County of Montgomery and State of Ohio and being Lot Numbered SIXTY THREE THOUSAND THREE HUNDRED EIGHTY TWO (63382) of the revised and consecutive numbers of lots on the plat of said City of Dayton, Ohio.

Permanent Parcel No. R72-13908-0002 & R72-13908-0038
PROPERTY ADDRESS: 556 Shadowlawn Avenue, Dayton, OH 45419

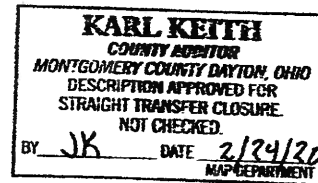


Exhibit R

RECEIVED
2020 FEB 21 AM 11:11
MONTGOMERY COUNTY
SHERIFF'S OFFICE

ELECTRONICALLY FILED
COURT OF COMMON PLEAS
Thursday, Feb 20 2020
CASE NUMBER: 2009 CV 03194
MIKE FOLEY
CLERK OF COURT
1795
Case: 2009 CV 03194
DR: CV00RR

IN THE COURT OF COMMON PLEAS, MONTGOMERY COUNTY OHIO
CIVIL DIVISION

CIVIL WRIT OF RESTITUTION

CASE NUMBER: 2009 CV 03194

The State of Ohio, County of Montgomery, SS:

Sheriff of Montgomery County, Greeting:

WHEREAS, at the JANUARY 2020 term, of the Court of Common Pleas, within and for the County and State aforesaid, in a certain cause then pending in said Court, wherein BANK OF NEW YORK MELLON, PLAINTIFF and GREGORY THOMAS ACKERMAN, DEFENDANT it was ordered that a Writ of Restitution be issued to the Sheriff of Montgomery County, Ohio, to put the purchaser/landlord in possession of the following described premises, to-wit:

SEE ADDRESS
556 SHADOWLAWN AVENUE DAYTON, OH 45419

Now, ROBBIN ROSEBERRY being the purchaser/landlord of the above described property: You, are therefore commanded without delay to cause said purchaser/landlord ROBBIN ROSEBERRY to be placed in possession of said Real Estate and that you make due return of your proceedings to this Court.

RECEIVED
20 FEB 24 AM 9:08

Mike Foley,
Montgomery County Clerk Of Court

C-FILED
COURT OF COMMON PLEAS
MONTGOMERY CO. OHIO
20 APR 24 PM 1:11
CLERK OF COURTS

Prepared by EFILING
2/20/2020 8:57:59 AM

SHERIFF'S RETURN

Received this Writ on the 24 day of February 2020
And on the 24 day of April 2020 I returned said
Writ want of time per plaintiff's Attorney.

Posted 02-24 Rechecked 03-18 Forced move out

Attorney: ROBBIN ROSEBERRY
Phone: 9374305461

Rob Streck
Sheriff, Montgomery County, Ohio By: M. Walters
Deputy Sheriff 14

O.R.C 311.17 Fee \$ 60 Total Mileage Fee \$ 20

Total Sheriffs Fee \$ 80.00

IN THE COMMON PLEAS COURT OF MONTGOMERY COUNTY, OHIO
GENERAL DIVISION

BANK OF NEW YORK MELLON
VS.
GREGORY THOMAS ACKERMAN

CASE NO. 2009 CV 03194
JUDGE MARY E MONTGOMERY
PRAECIPE FOR WRIT OF
RESTITUTION/POSSESSION

TO THE CLERK:

Please issue a Writ of Restitution to the Sheriff of Montgomery County, Ohio, returnable according to law.

Serve: GREG ACKERMAN and any and all other persons residing or dwelling at the property indicated below.
Street Address: 556 SHADOWLAWN AVENUE DAYTON, OH 45419
Attorney/Purchaser Name: ROBBIN ROSEBERRY
Attorney/Purchaser Phone Number: 9374305461

FILED

SHERIFF'S RETURN

Received this Writ on the _____ day of _____ 20
And on the _____ day of _____ 20
Writ was of time and part of _____ Attorney
Posted _____
Robbin Roseberry
Special Agent Montgomery County Ohio
Deputy Sheriff
ORC 3117 Fee \$ _____
Total Mileage Fee \$ _____
Total Sheriff's Fee \$ _____

Exhibit S

Type: Deeds
Kind: SHERIFF'S DEED
Recorded: 2/24/2020 11:02:39 AM
Fee Amt: \$42.00 Page 1 of 3
Montgomery County, OH
Brandon C. McClain Recorder

File# 2020-00012327

TRANSFER
10-15-18 2/24/2020
Reg 0710 Receipt 2150 Cash
Montgomery County Auditor
Karl L. Keith
COW # 001108 #150.00

(Box)
SHERIFF'S DEED

Revised Code Sec. 2329.36

2009 CV 03194/Gregory Thomas Ackerman
200912199

JT

(3) I, Rob Streck, Sheriff of Montgomery County, Ohio, pursuant to the Order of Sale entered on September 26, 2019, the Confirmation of Sale entered on February 6, 2020 and in consideration of the sum of \$62,000.00 dollars, the receipt whereof is hereby acknowledged, do hereby GRANT, SELL AND CONVEY unto Robbin Roseberry, all the rights, title and interest of the parties in Court of Common Pleas, Montgomery County, Ohio, Case Number 2009 CV 03194, The Bank of New York Mellon, fka The Bank of New York as Successor in interest to JP Morgan Chase Bank NA as Trustee for Bear Stearns Asset-Backed Securities Trust 2005-SD1, Asset-Backed Certificates, Series 2005-SD1 vs. Gregory Thomas Ackerman, et al., and all pleadings therein incorporated herein by reference in and to the following Lands and Tenements situated in the County of Montgomery AND State of Ohio, known and described as follows, to-wit:

"DISMISSED" CASE

SEE ATTACHED LEGAL DESCRIPTION

Instrument Number: 2020-00012327 Seq: 1

Premises commonly known as: 556 Shadowlawn Avenue, Dayton, OH 45419

Tax Mailing Address: 2882 Fuls Road, Farmersville, OH 45325

This deed does not reflect any restrictions, conditions or easements of record.

Prior Owner: Gregory Thomas Ackerman
and Joyce Louise Ackerman et al.

Parcel Number: R72 13908 0002

Prior Instrument Reference: Deed 87-0727, E03

Executed this 24 day of February, 2020

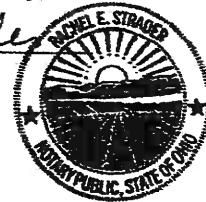
[Signature]
ROB STRECK, Sheriff of MONTGOMERY County, Ohio



STATE OF OHIO)
) SS:
COUNTY OF MONTGOMERY)

The foregoing was acknowledged before me this 24 day of
February, 2020 by ROB STRECK, Sheriff of Montgomery County, Ohio.

Rachal E. Strader
Notary Public
State of Ohio
My Commission Expires _____, 20____



This instrument was prepared by:
LERNER, SAMPSON & ROTHFUSS
120 East Fourth Street, 8th Floor
Cincinnati, OH 45202-4007
2/13/20

Rachal E. Strader
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires 05/25/2022

LEGAL DESCRIPTION

PARCEL I:

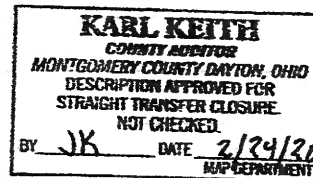
Situate in the City of Dayton, County of Montgomery and State of Ohio and being part of Lot Numbered SIXTY ONE THOUSAND FOUR HUNDRED THIRTY SIX (61436) of the revised and consecutive numbers of lots on the plat of said City of Dayton, being bounded and more particularly described as follows:

Beginning at an iron pin in the west line of said lot, said iron pin is located at the northeast corner of Lot No. SIXTY THREE THOUSAND THREE HUNDRED EIGHTY ONE (63381) of the revised and consecutive numbers of lots on the plat of said City of Dayton and the southeast corner of Lot No. SIXTY THREE THOUSAND THREE HUNDRED EIGHTY TWO (63382) of said City of Dayton; thence from above said beginning point northwardly with the west line of Lot No. 61436 of said City of Dayton, a distance of fifty one (51) feet to an iron pin located at the northeast corner of Lot No. 63382 of the said City of Dayton; thence eastwardly with the north line of Lot No. 63382 extended a distance of one hundred seventeen and eighty six hundredths (117.86) feet to an iron pin in the east line of Lot No. 61436 of said City of Dayton; thence southwardly with the east line of said Lot No. 61436 a distance of fifty one and four hundredths (51.04) feet to an iron pin; thence westwardly and parallel with the north line of this described tract a distance of one hundred fifteen and eighty three hundredths (115.83) feet to the place of beginning, containing one hundred thirty seven thousandths (0.137) acres.

PARCEL II:

Situate in the City of Dayton, County of Montgomery and State of Ohio and being Lot Numbered SIXTY THREE THOUSAND THREE HUNDRED EIGHTY TWO (63382) of the revised and consecutive numbers of lots on the plat of said City of Dayton, Ohio.

Permanent Parcel No. R72-13908-0002 & R72-13908-0038
PROPERTY ADDRESS: 556 Shadowlawn Avenue, Dayton, OH 45419



Real Property Conveyance Fee Statement of Value and Receipt

DTE 100
Rev. 1/14

If exempt by Ohio Revised Code section 319.54(G)(3), use form DTE 100(EX).

FOR COUNTY AUDITOR'S USE ONLY

Type instrument	SD	Tax list year	2020	County number	57	Tax. dist. number	3020	Date	2/24/20
-----------------	----	---------------	------	---------------	----	-------------------	------	------	---------

Property located in _____ taxing district

Name on tax duplicate _____ Tax duplicate year _____

Acct. or permanent parcel no. R72 13908 0002 Map book _____ Page _____

Description _____ Platted Unplatted

61436 pt, b3382

Auditor's comments: Split New plat New improvements Partial value

C.A.U.V Building removed Other _____

Number	3108
No. of Parcels	1
DTE Code No.	510
Neigh. Code	R
No. of Acres	.2845
Land Value	9,670
Bldg. Value	25,250
Total Value	34,920
DTE Use Only	
DTE Use Only	
DTE Use Only	
DTE Use Only	
Consideration	
DTE Use Only	
Valid sale	1. Yes 2. No

Grantee or Representative Must Complete All Questions in This Section

Type or print all information. See instructions on reverse.

1. Grantor's name Gregory Thomas Acterman + Joyce Louise Acterman

2. Grantee's name Robbin Roseberry Phone _____

Grantee's address 2882 Fuls Rd Farmersville OH 45325

3. Address of property 556 Shadowlawn Ave Dayton 45419

4. Tax billing address 2882 Fuls Rd Farmersville OH 45325

5. Are there buildings on the land? Yes No If yes, check type:

1, 2 or 3 family dwelling Condominium Apartment: No. of units _____

Manufactured (mobile) home Farm buildings Other _____

If land is vacant, what is intended use? _____

6. Conditions of sale (check all that apply) Grantor is relative Part interest transfer Land contract

Trade Life estate Leased fee Leasehold Mineral rights reserved Gift

Grantor is mortgagee Other Sheriff sale

7. a) New mortgage amount (if any).....\$ _____

b) Balance assumed (if any).....\$ _____

c) Cash (if any).....\$ 62,000

d) Total consideration (add lines 7a, 7b and 7c).....\$ 62,000

e) Portion, if any, of total consideration paid for items other than real property.....\$ _____

f) Consideration for real property on which fee is to be paid (7d minus 7e).....\$ 62,000

g) Name of mortgagee _____

h) Type of mortgage Conv. F.H.A. V.A. Other _____

i) If gift, in whole or part, estimated market value of real property.....\$ _____

8. Has the grantor indicated that this property is entitled to receive the senior citizen, disabled person or surviving spouse homestead exemption for the preceding or current tax year? Yes No If yes, complete form DTE 101.

9. Has the grantor indicated that this property qualified for current agricultural use valuation for the preceding or current tax year? Yes No If yes, complete form DTE 102.

10. Application for owner-occupancy (2.5% on qualified levies) reduction. (Notice: Failure to complete this application prohibits the owner from receiving this reduction until another proper and timely application is filed.) Will this property be grantee's principal residence by Jan. 1 of next year? Yes No If yes, is the property a multi-unit dwelling? Yes No

I declare under penalties of perjury that this statement has been examined by me and to the best of my knowledge and belief it is a true, correct and complete statement.

Rachel Strader 02-18-20
Signature of grantee or representative Date

Receipt for Payment of Conveyance Fee

The conveyance fee required by Ohio Revised Code section (R.C.) 319.54(G)(3) and, if applicable, the fee required by R.C. 322.

FOR COUNTY AUDITOR'S USE ONLY
10:34:57 2/24/2020
Reg 0T10 Receipt 2186 Cashier JK
Conveyance Fee \$62.00
Transfer Tax \$124.00
TOTAL \$186.00
CHECK \$186.50
CONV # 003108 \$186.00

V. A. V. A.

Statement of Reason for Exemption From Real Property Conveyance Fee

DTE 100EX
Rev. 1/14

Ohio Revised Code section 319.202 and 319.54(G)(3)

FOR COUNTY AUDITOR'S USE ONLY			Date <u>3-6-2020</u>	Co. no. <u>57</u>	Number <u>2829</u>
Instr. <u>GWD</u>	Tax. district no. <u>2020</u>	Tax list <u>2020</u>	Land	Bldg.	Total

DTE code number _____ Split/new plat Remarks _____

Property located in _____ taxing district

Name on tax duplicate _____ Tax duplicate year _____

Acct. or permanent parcel no. R72 13908 0002, 0058 Map book _____ Page _____

Description 61436 PT

The Following Must Be Completed by Grantee or His/Her Representative

Type or print all information. See instructions on reverse.

1. Grantor's name Philip Roseberry (d) Janet M. Roseberry Phone _____

2. Grantee's name A-Matrix Properties, LLC Phone _____

Grantee's address 1165 W. Main St. Dayton OH 45345

3. Address of property 556 Shabazzallen Dr. Dayton OH 45419

4. Tax billing address 1165 W. Main St - Dayton OH 45345

5. No conveyance fees shall be charged because the real property is transferred:
- a) to or from the United States, this state or any instrumentality, agency or political subdivision of the United States or this state.
 - b) solely in order to provide or release security for a debt or obligation.
 - c) to confirm or correct a deed previously executed and recorded.
 - d) to evidence a gift, in any form, between husband and wife, or parent and child, or the spouse of either.
 - e) on sale for delinquent taxes or assessments.
 - f) pursuant to court order, to the extent that such transfer is not the result of a sale effected or completed pursuant to such order.
 - g) pursuant to a reorganization of corporations or unincorporated associations or pursuant to the dissolution of a corporation, to the extent that the corporation conveys the property to a stockholder as a distribution in kind of the corporation's assets in exchange for the stockholder's shares in the dissolved corporation.
 - h) by a subsidiary corporation to its parent corporation for no consideration, nominal consideration or in sole consideration of the cancellation or surrender of the subsidiary's stock.
 - i) by lease, whether or not it extends to mineral or mineral rights, unless the lease is for a term of years renewable forever.
 - j) when the value of the real property or interest in real property conveyed does not exceed \$100.
 - k) of an occupied residential property being transferred to the builder of a new residence when the former residence is traded as part of the consideration for the new residence.
 - l) to a grantee other than a dealer in real property, solely for the purpose of and as a step in, its prompt sale to others.
 - m) to or from a person when no money or other valuable and tangible consideration readily convertible into money is paid or to be paid for the real estate and the transaction is not a gift.
 - n) to an heir or devisee, between spouses or to a surviving spouse, from a person to himself and others, to a surviving tenant, or on the death of a registered owner.
 - o) to a trustee acting on behalf of minor children of the deceased.
 - p) of an easement or right-of-way when the value of the interest conveyed does not exceed \$1,000.
 - q) of property sold to a surviving spouse pursuant to Ohio Revised Code section (R.C.) 2106.16.
 - r) to or from an organization exempt from federal income under Internal Revenue Code section 501(c)(3), provided such transfer is without consideration and is in furtherance of the charitable or public purpose of such organization.
 - s) among the heirs at law or devisees, including a surviving spouse of a common decedent, when no consideration in money is paid or to be paid for the real property.
 - t) to a trustee of a trust, when the grantor of the trust has reserved an unlimited power to revoke the trust.
 - u) to the grantor of a trust by a trustee of the trust, when the transfer is made to the grantor pursuant to the exercise of the grantor's power to revoke the trust or to withdraw trust assets.
 - v) to the beneficiaries of a trust if the fee was paid on the transfer from the grantor of the trust to the trustee or pursuant to trust provisions that became irrevocable at the death of the grantor.
 - w) to a corporation for incorporation into a sports facility constructed pursuant to R.C. section 307.696[307.69.6].
 - x) between persons pursuant to R.C. section 5302.18.
 - y) from a county land reutilization corporation organized under R.C. section 1724 to a third party.
6. Has the grantor indicated that this property is entitled to receive the senior citizen, disabled person or surviving spouse homestead exemption for the preceding or current year? Yes No If yes, complete form DTE 101.
7. Has the grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No If yes, complete form DTE 102.
8. Application for owner-occupancy (2.5% on qualified levies) reduction. (Notice: Failure to complete this application prohibits the owner from receiving this reduction until another proper and timely application is filed.) Will this property be grantee's principal residence by Jan. 1 of next year? Yes No If yes, is the property a multi-unit dwelling? Yes No

FOR COUNTY AUDITOR'S USE ONLY			
12-40-20	3/06/2020	Reg DTD3 Receipt 4299	Cashier SR
		Conveyance Fee	\$.00
		Transfer Tax	\$.00
		TOTAL	\$.00
		CASH	\$.50
		CONJ #	003829

Karl J. Kirsch
COUNTY AUDITOR

I declare under penalties of perjury that this statement has been examined by me and to the best of my knowledge and belief it is a true, correct and complete statement.

Signature of grantee or representative

3-6-2020
Date

Type: Deeds
Kind: DEED
Recorded: 3/6/2020 12:59:08 PM
Fee Amt: \$42.00 Page 1 of 3
Montgomery County, OH
Brandon C. McClain Recorder
File# 2020-00015185

TRANSFER
12:56:32 3/06/2020
Reg DTOS Receipt 4299 Cashier SR
Montgomery County Auditor
Karl L. Keith
QWV # 003827 \$1.00

3

GENERAL WARRANTY DEED

Robbin L. Roseberry, married, Grantor, of Montgomery County Ohio

For valuable consideration paid grants with general warranty
covenants, to

A-Matrix Properties, LLC , Grantee

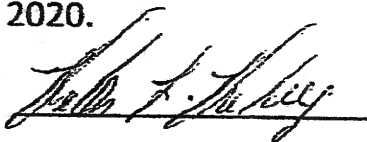
The following Real Property: Situated in the County of Montgomery
State of Ohio and in the City of Dayton Ohio, 45419

See attached legal description

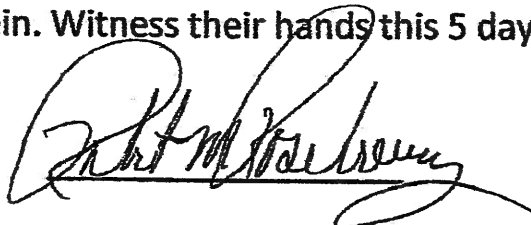
ADDRESS; 556 SHADOWLAWN AVE. DAYTON OHIO 45419 Tax
Parcel; R72-13908-0002 & R72-13808-0038

.Prior Deed Reference; 2020-0012327 of the Deed Record of
Montgomery County Ohio.

Robert M. Roseberry, husband of Robbin L. Roseberry Grantor, releases
all rights of dower therein. Witness their hands this 5 day of March
2020.



ROBBIN L ROSEBERRY



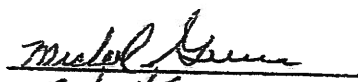
ROBERT M ROSEBERRY

DLr

Instrument Number: 2020-00015185 Seq: 1

State of Ohio: Be it remembered, That on this 5 day of March 2020

Before me the subscriber a notary public in and for said state personally came, the grantor in the foregoing deed and acknowledged the signing thereof to be their voluntary act and deed. In testimony thereof, I have hereunto subscribed my name and affixed my notary seal on the day and year last aforesaid.


Michael Gunn
Michael Gunn
Notary Public expire
4/29/24

Prepared by; Robbin L. Roseberry

Instrument Number: 2020-00015185 Seq: 2

Exhibit "A"

Legal Description

PARCEL I:

Situate in the City of Dayton, County of Montgomery and State of Ohio and being part of Lot Numbered SIXTY ONE THOUSAND FOUR HUNDRED THIRTY SIX (61436) of the revised and consecutive numbers of lots on the plat of said City of Dayton, being bounded and more particularly described as follows:

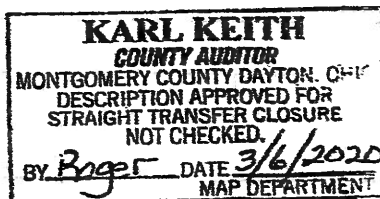
Beginning at an iron pin in the west line of said lot, said iron pin is located at the northeast corner of Lot No. SIXTY THREE THOUSAND THREE HUNDRED EIGHTY ONE (63381) of the revised and consecutive numbers of lots on the plat of said City of Dayton and the southeast corner of Lot No. SIXTY THREE THOUSAND THREE HUNDRED EIGHTY TWO (63382) of said City of Dayton; thence from above said beginning point northwardly with the west line of Lot No. 61436 of said City of Dayton, a distance of fifty one (51) feet to an iron pin located at the northeast corner of Lot No. 63382 of the said City of Dayton; thence eastwardly with the north line of Lot No. 63382 extended a distance of one hundred seventeen and eighty six hundredths (117.86) feet to an iron pin in the east line of Lot No. 61436 of said City of Dayton; thence southwestwardly with the east line of said Lot No. 61436 a distance of fifty one and four hundredths (51.04) feet to an iron pin; thence westwardly and parallel with the north line of this described tract a distance of one hundred fifteen and eighty three hundredths (115.83) feet to the place of beginning, containing one hundred thirty seven thousandths (0.137) acres.

PARCEL II:

Situate in the City of Dayton, County of Montgomery and State of Ohio and being Lot Numbered SIXTY THREE THOUSAND THREE HUNDRED EIGHTY TWO (63382) of the revised and consecutive numbers of lots on the plat of said City of Dayton, Ohio.

Parcel Number: R72 13908 0002 & R72-13908-0038 (Consolidated)

Property Address: 556 Shadowlawn Avenue, Dayton, OH 45419



Instrument Number: 2020-00015185 Seq: 3

AFFIDAVIT


I ROBBIN L. ROSEBERRY IS THE MEMBER/OWNER OF
A-MATRIX PROPERTIES LLC.

WHICH ESTABLISHED IN JANUARY 2020.

THERE WAS NO MONEY EXCHANGED TO CRATE THE LLC,
BETWEEN THE TWO ABOVE PARTIES STATED.

ROBBIN ROSEBERRY, STATES IS THE MEMBER/OWNER OF
A-MATRIX PROPERTIES LLC, STATE OF OHIO; BE IT REMBERED,
THAT ON THIS 3 DAY OF JANUARY, 2020.

BEFORE ME THE SUBSCRIBER A NOTARY PUBLIC IN AND FOR
SAID PERSONALLY CAME, IN THE FOREGOING AND
ACKNOWLEDGED THE SIGNING THEREOF TO BE THEIR
VOLUNTARY ACT. IN TESTIMONY THEREOF, I HAVE HERE UNTO
SUBSCRIBED MY NAME AND AFFIXED MY NOTARY SEAL ON THE
DAY AND YEAR LAST AFORESAID.



Michael G. G. G.
NOTARY PUBLIC EXPIRE
4/29/2024

PREPARED BY; ROBBIN L. ROSEBERRY



Document Details

2020-00012327

Deeds

SHERIFF'S DEED

02/24/2020

\$62,000.00

SHERIFF

BOX

OH

GREGORY THOMAS ACKERMAN

ROBBIN ROSEBERRY

JOYCE LOUISE ACKERMAN

MONTGOMERY COUNTY SHERIFF

DAYTON Lot61436

PT

DAYTON Lot63382

Conveyance #: 2020-003108

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Inc.
Version 1.7.15.17

Montgomery County, Ohio Recorder - Brandon C McClain

Guest User

Instrument Number Search

Index	Date Filed	Maturity Date	Document Type	GRANTORS	GRANTEES	Legal Description	Inst Number	Book/Page Ref
1	DEE	02/24/2020	SHERIFF'S DEED	ACKERMAN, GREGORY THOMAS [+]	ROSEBERRY, ROBBIN [+]	DAYTON Lot:61436	2020- 00012327	

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Inc.
Version 1.7.15.17

Document Details

2020-00015185	Deeds	DEED	03/06/2020
A MATRIX PROPERTIES	1165 W MAIN ST	NEW LEBANON	OH 45345
ROBBIN L ROSEBERRY	A MATRIX PROPERTIES LLC		
DAYTON Lot 61436 PT DAYTON Lot 63382 Conveyance #: 2020-003829			

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Version 1.7.15.17

Document Details

2020-00012327	Deeds	SHERIFF'S DEED	02/24/2020	\$62,000.00
SHERIFF	BOX		OH	
GREGORY THOMAS ACKERMAN JOYCE LOUISE ACKERMAN MONTGOMERY COUNTY SHERIFF		ROBBIN ROSEBERRY		
DAYTON Lot:61436 PT DAYTON Lot:63382 Conveyance #: 2020-003108				

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Version 1.7.15.17

Document Details

2020-00015185	Deeds	DEED	03/06/2020
A MATRIX PROPERTIES	1165 W MAIN ST	NEW LEBANON	OH 45345
ROBBIN L ROSEBERRY	A MATRIX PROPERTIES LLC		
DAYTON Lot:61436 PT DAYTON Lot:63382 Conveyance #: 2020-003829			

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Version 1.7.15.17

PARID: R72 13908 0002

PARCEL LOCATION: 556 SHADOWLAWN AVE

NBHD CODE: 11010SHR

Click here to view polygons and map

Owner

A-MATRIX PROPERTIES LLC

Mailing

Name A-MATRIX PROPERTIES LLC

Mailing Address 1165 W MAIN ST

City, State, Zip NEW LEBANON, OH 45345

Legal

Legal Description 61436 PT 63382

139-8-38

Land Use Description R - SINGLE FAMILY DWELLING, PLATTED LOT

Acres .2845

Deed

Tax District Name DAYTON CITY

Sales

24-FEB-20	\$62,000	210000012307	ACKERMAN GREGORY THOMAS	ROSEBERRY ROBBIN
06-MAR-20		202000015105	ROSEBERRY ROBBIN	A-MATRIX PROPERTIES LLC

Values

	35%	100%
Land	9,670	27,620
Improvements	29,760	85,020
CAUV	0	0
Total	39,430	112,640

Building

Exterior Wall Material BRICK
Building Style CAPE COD
Number of Stories 1
Year Built 1946
Total Rms/Bedrms/Baths/Half Baths 5/3/1/0
Square Feet of Living Area 1,000
Finished Basemt Living Area (Sq. Ft.) 0
Rec Room (Sq. Ft.) 0
Total Square Footage 1,000
Basement FULL
Central Heat/Air Cond CENTRAL HEAT WITH A/C
Heating System Type
Heating Fuel Type GAS
Number of Fireplaces(Masonry) 0
Number of Fireplaces(Prefab)

Current Year Special Assessments

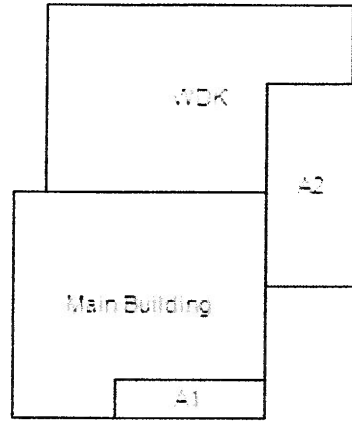
41100-MCD/AP MCD/AQUIFER PRES SUBD \$1.00
11777-APC FEE \$21.50

Current Year Rollback Summary

Non Business Credit -\$305.70
Owner Occupancy Credit -\$76.38
Homestead -\$623.32
City of Dayton Credit \$0.00
Reduction Factor -\$1,396.32

Tax Summary

2020	\$0.00	\$0.00	\$1,104.55	-\$1,104.55	\$1,103.55	\$0.00	\$1,103.55
------	--------	--------	------------	-------------	------------	--------	------------



Item	Area
Main Building	833
MPATIO/CANOPY - 33/32:MA_PT CONC/MAS PATIO/CANPY CANOPY	95
MSBRGAR - 23:MG/BG MASONRY/BRICK GARAGE	312
WDK - 31:WDDCK WOOD DECKS	782

Exhibit T



MONTGOMERY COUNTY SHERIFF'S OFFICE

Rob Streck, Sheriff
345 West Second Street
P.O. Box 972
Dayton, OH 45422-2427

CASE NO: 2009 CV 03194 ALIAS

BANK OF NEW YORK MELLON

Plaintiff

vs.

GREGORY THOMAS ACKERMAN, et al.

Defendant

556 SHADOWLAWN AVENUE, DAYTON Ohio 45419

FINAL NOTICE TO VACATE

It appears this property is still **unlawfully** occupied. To avoid your belongings being forcibly removed, you **MUST** vacate prior to 8:00 A.M. on **Thursday, February 04, 2021.**

Failure to vacate will result in the forcible removal of your belongings. If Plaintiff/Plaintiff Representative place your belongings into a storage facility your must pay for such storage to recover same.

You will not be permitted to remove any belongings after the arrival of the Deputy Sheriff and Plaintiff.

YOU WILL BE REQUIRED TO LEAVE THE PREMISES UPON THE ARRIVAL OF THE DEPUTIES.

Failure to leave immediately may result in your arrest for **OBSTRUCTING OFFICIAL BUSINESS.**
ORC 2921.31 OBSTRUCTING OFFICIAL BUSINESS

(A) No person, without privilege to do so and with purpose to prevent, obstruct, or delay the performance by a public official of any authorized act within his official capacity, shall do any act which hampers or impedes a public official in the performance of his lawful duties.

No extensions will be granted

Dep. M. Walters 149

Deputy Molly Walters, Executions
937-475-5889

***** SFprintvacatfinalpdf.cfm 00 2009-CV-03194-10-1 33858786 09/26/2019 *****



AN EQUAL OPPORTUNITY EMPLOYER

Exhibit U

Incident Details Report

Incident Number: DA21030700000155

Incident Status: Closed

Incident Date: 03/07/2021 10:28:31

Last Updated: 03/07/2021 10:59:17

INCIDENT INFORMATION

Incident Type Code:	DISSUB	Incident Type Description:	DISORDERLY SUBJECT
Priority:	4	Incident Status:	Closed
Created By Name:	GAU, SARAH	Created by Agency/Userid:	RDC/RDC379
Modifying Circ:		Dispositions:	N
Report Numbers:			
Associated Incidents:	None		

LOCATION INFORMATION

Location Name:		Building:	
Address:	556 SHADOWLAWN AVE	Apartment:	
City:	DAYTON	Cross Street:	KREBS AVE / ROY AVE
Area:	DAEAST	Sector:	EP3
Zone:	D200	Reporting District:	
Latitude:	39.72651150	Longitude:	-84.15924506

CALLER INFORMATION

Caller Name:	ROBIN ROSEBURY <i>GREG ACKERMAN</i>	Caller Phone Number:	(937) 430-5461
Caller Location:		Caller City:	
Contact Caller:	May	Call Source:	PBX

INCIDENT TIMES

EVENT:	DATE TIME:	AGENCY/USER:	DEVICE:	EVENT:	ELAPSED TIME:
ANI/ALI Received:				Call Received to Phone Pickup:	N/A
Phone Pickup:				Phone Pickup to Created:	N/A
Incident Created:	03/07/2021 10:28:31	RDC/RDC379	RDC25	Phone Pickup to 1st Dispatch:	N/A
1st Unit Dispatched:		DA/D27066	D046	Created to 1st Dispatched:	N/A
1st Unit Enroute:	03/07/2021 10:30:53	DA/D27066	D046	1st Dispatch to 1st Enroute:	N/A
1st Unit Arrived:	03/07/2021 10:42:24			1st Enroute to 1st Arrived:	00:11:31
Route Closed:	03/07/2021 10:59:17	DA/D27066	D046	Created to Closed:	00:30:46

ASSIGNED UNITS

Pri UNIT:	DISPATCHED:	ENROUTE:	ARRIVED:	CLEARED:	DISPOSITION(S)
* DA/DA124		03/07/2021 10:30:53	03/07/2021 10:42:24	03/07/2021 10:59:17	N

ASSIGNED PERSONNEL

UNIT:	OFFICERID:	OFFICER NAME:
DA/DA124	D27058	PAXTON, GREGORY
DA/DA124	D27066	HARRIS, PAUL

INCIDENT COMMENTS

DATE TIME:	USERID:	DEVICE:	COMMENTS:
03/07/2021 10:28:31	RDC379	RDC25	HUSBAND ROBERT ROSEBURY IS HERE PAINTING THE PROPERTY TO RENT IT OUT AGAIN AND THE EX TENANTS (1 MALE 1 FEMALE) SHOWED UP AND ARE HARASSING THE RPS HUSBAND. HE ASKED RP TO CALL FOR DPD
03/07/2021 10:28:31	RDC379	RDC25	Pers 1 ROSEBURY, ROBIN: NOT ONSCENE
03/07/2021 10:30:53	SYSTEM	SystemDevice	<UNIT: DA/DA124 SELF-DISPACHED ONTO INCIDENT>
03/07/2021 10:31:02	RDC697	RDC9	Dup: COMP RQSTS OFC STANDBY WHILE HE GETS ITEMS FROM ABOVE. STS OWNER/MIKE W/M LSW BLUE SHIRT JEANS IS NOT LETTING THEM GET THEIR STUFF. NO COVID
03/07/2021 10:59:17	D27066	D046	DISPO N:GREG ACKERMAN REQUESTED REMARKS THAT ROBERT ROSEBERRY WAS ON PROPERTY LOADING ITEMS IN A TRUCK. CIVIL ISSUE OVER PROPERTY AND OWNERSHIP OF PROPERTY.

PRE-SCHEDULED INFORMATION**ADDRESS CHANGES****PRIORITY CHANGES****INCIDENT TYPE CHANGES**

OW
DeLANIE

Incident Details Report

585 Chestnut
Xenia - 45388

Incident Number: DA2103080000387

Incident Status: Closed

Incident Date: 03/08/2021 16:24:06

Last Updated: 03/08/2021 16:46:21

7:36

Test

INCIDENT INFORMATION

Incident Type Code: PEACE	Incident Type Description: PEACE OFFICER REQUEST
Priority: 4	Incident Status: Closed
Created By Name: STUMPF, BETH	Created by Agency/Userid: RDC/RDC682
Modifying Circ:	Dispositions: R
Report Numbers: DA2103080000053 (DA/DA149S) (DA/DA149S)	
Associated Incidents: None	

LOCATION INFORMATION

Location Name:	Building:
Address: 556 SHADOWLAWN AVE	Apartment:
City: DAYTON	Cross Street: KREBS AVE / ROY AVE
Area: DAEAST	Sector: EP3
Zone: D200	Reporting District:
Latitude: 39.72651150	Longitude: -84.15924506

CALLER INFORMATION

Caller Name: GREG ACKERMAN	Caller Phone Number: (937) 293-4267
Caller Location:	Caller City:
Contact Caller: Yes	Call Source: PBX

INCIDENT TIMES

EVENT:	DATE TIME:	AGENCY/USER:	DEVICE:	EVENT:	ELAPSED TIME:
ANI/ALI Received:				Call Received to Phone Pickup:	N/A
Phone Pickup:				Phone Pickup to Created:	N/A
Incident Created:	03/08/2021 16:24:06	RDC/RDC682	RDC15	Phone Pickup to 1st Dispatch:	N/A
1st Unit Dispatched:		DA/D29131	D080	Created to 1st Dispatched:	N/A
1st Unit Enroute:	03/08/2021 16:24:34	DA/D29131	D080	1st Dispatch to 1st Enroute:	N/A
1st Unit Arrived:	03/08/2021 16:24:36			1st Enroute to 1st Arrived:	00:00:02
Route Closed:	03/08/2021 16:46:21	DA/D29131	D080	Created to Closed:	00:22:15

ASSIGNED UNITS

Pri UNIT:	DISPATCHED:	ENROUTE:	ARRIVED:	CLEARED:	DISPOSITION(S)
* DA/DA149S		03/08/2021 16:24:34	03/08/2021 16:24:36	03/08/2021 16:46:21	R

ASSIGNED PERSONNEL

UNIT:	OFFICERID:	OFFICER NAME:
DA/DA149S	D29131	CHRISTOFFERS, ROBERT

INCIDENT COMMENTS

DATE TIME:	USERID:	DEVICE:	COMMENTS:
03/08/2021 16:24:06	RDC682	RDC15	< COMP IS AT SECOND DISTRICT HQ 2721 WAYNE AVE IN A GRY CAMRY > COMP ADV HE HAS BEEN IN COURT FOR THE PAST 11 YEARS OVER HOUSE MORTGAGE. WOULD LIKE TO SPEAK WITH OFC ABOUT IT. HX MENTAL HEALTH
03/08/2021 16:24:34	SYSTEM	SystemDevice	<UNIT: DA/DA149S SELF-DISPATCHEDED ONTO INCIDENT>
03/08/2021 16:46:21	D29131	D080	DISPO R:MEMO

PRE-SCHEDULED INFORMATION**ADDRESS CHANGES****PRIORITY CHANGES****INCIDENT TYPE CHANGES**

ASSIGNED PERSONNEL

UNIT:	OFFICERID:	OFFICER NAME:
DA/DA134	D29195	BROOKS, KATHERINE
DA/DA136A	D29571	STAPLES, CASEY

INCIDENT COMMENTS

DATE TIME:	USERID:	DEVICE:	COMMENTS:
			COMP STS W/M ROB ROSEBERRY UNK DESCP AT GIVEN. COMP ASSUMES W/M IS INSIDE BECAUSE THE GARAGE DOOR IS OPEN AND W/M'S BROWN CHEVY TRUCK IS IN DRIVEWAY.
03/13/2021 15:50:05	RDC683	RDC15	COMP STS W/M IS NOT ALLOWED INSIDE OF GIVEN. COMP STS W/M ATTEMPTED TO BUY GIVEN IN A SHERIFF'S SALE- COMP SAID SALE WAS FRAUDULENT.
			OFC ADVISED ROBERT ROSEBERRY TO GET TPO YESTERDAY . COMP DID ADMIT HE HAS NOT BEEN LIVING AT GIVEN.
03/13/2021 16:17:17	SYSTEM	SystemDevice	<UNIT: DA/DA136A SELF-DISPATCHED ONTO INCIDENT>
03/13/2021 16:18:57	SYSTEM	SystemDevice	<UNIT: DA/DA134 SELF-DISPATCHED ONTO INCIDENT>
			DISPO N:ACKERMAN WANTED IT DOCUMENTED THAT HE IS GOING THROUGH THE UNITED STATES SUPREME COURT IN ORDER TO HAVE THE HOUSE AT 556 SHADOWLAWN, WHICH HE CLAIMS WAS FRADULENTLY TAKEN FROM HIM, BACK IN HIS NAME. I EXPLAINED THAT LOOKING AT THE MONTGOMERY COUNTY PROPERTY RECORDS, IT SHOWS THAT THERE WAS A SALE ON FEB 24, 2020 FOR \$62,000 FROM ACKERMAN TO THE NEW OWNER, ROSEBERRY. ACKERMAN WENT ON TO TELL US ALL OF THE DIFFERENT INJUSTICES THAT HAS HAPPENED TO HIM AND HIS WIFE, WHICH WE LISTENED TO, BUT ULTIMATELY INFORMED HIM THAT HE HAS NO LEGAL RIGHT TO THE PROPERTY BASED UPON MONT. CO. PROPERTY RECORDS UNTIL HE GOES TO COURT AND GETS IT OVER TURNED. ADVISED ACKERMAN TO STAY AWAY FROM THE HOUSE UNTIL THAT WAS RESOLVED, AND INFORMED HIM THAT HE COULD BE ARRESTED FOR HARASSMENT, OR IF ROSEBERRY WERE TO GET A TPO, HE COULD BE ARRESTED FOR VIOLATING A TPO. ACKERMAN TRIED MULTIPLE TIMES TO EXPLAIN THAT THE HOUSE WAS TAKEN FROM HIM UNJUSTLY, AND I CONTINUED TO REITERATE THAT ACCORDING TO PUBLIC RECORD, HE DOES NOT OWN THE HOUSE.
03/13/2021 17:33:00	D29195	D077	
			DISPO N:ACKERMAN WANTED IT DOCUMENTED THAT HE IS GOING THROUGH THE UNITED STATES SUPREME COURT IN ORDER TO HAVE THE HOUSE AT 556 SHADOWLAWN, WHICH HE CLAIMS WAS FRADULENTLY TAKEN FROM HIM, BACK IN HIS NAME. I EXPLAINED THAT LOOKING AT THE MONTGOMERY COUNTY PROPERTY RECORDS, IT SHOWS THAT THERE WAS A SALE ON FEB 24, 2020 FOR \$62,000 FROM ACKERMAN TO THE NEW OWNER, ROSEBERRY. ACKERMAN WENT ON TO TELL US ALL OF THE DIFFERENT INJUSTICES THAT HAS HAPPENED TO HIM AND HIS WIFE, WHICH WE LISTENED TO, BUT ULTIMATELY INFORMED HIM THAT HE HAS NO LEGAL RIGHT TO THE PROPERTY BASED UPON MONT. CO. PROPERTY RECORDS UNTIL HE GOES TO COURT AND GETS IT OVER TURNED. ADVISED ACKERMAN TO STAY AWAY FROM THE HOUSE UNTIL THAT WAS RESOLVED, AND INFORMED HIM THAT HE COULD BE ARRESTED FOR HARASSMENT, OR IF ROSEBERRY WERE TO GET A TPO, HE COULD BE ARRESTED FOR VIOLATING A TPO. ACKERMAN TRIED MULTIPLE TIMES TO EXPLAIN THAT THE HOUSE WAS TAKEN FROM HIM UNJUSTLY, AND I CONTINUED TO REITERATE THAT ACCORDING TO PUBLIC RECORD, HE DOES NOT OWN THE HOUSE.
03/13/2021 17:33:00	D29571	D006	
			DISPO N:ACKERMAN WANTED IT DOCUMENTED THAT HE IS GOING THROUGH THE UNITED STATES SUPREME COURT IN ORDER TO HAVE THE HOUSE AT 556 SHADOWLAWN, WHICH HE CLAIMS WAS FRADULENTLY TAKEN FROM HIM, BACK IN HIS NAME. I EXPLAINED THAT LOOKING AT THE MONTGOMERY COUNTY PROPERTY RECORDS, IT SHOWS THAT THERE WAS A SALE ON FEB 24, 2020 FOR \$62,000 FROM ACKERMAN TO THE NEW OWNER, ROSEBERRY. ACKERMAN WENT ON TO TELL US ALL OF THE DIFFERENT INJUSTICES THAT HAS HAPPENED TO HIM AND HIS WIFE, WHICH WE LISTENED TO, BUT ULTIMATELY INFORMED HIM THAT HE HAS NO LEGAL RIGHT TO THE PROPERTY BASED UPON MONT. CO. PROPERTY RECORDS UNTIL HE GOES TO COURT AND GETS IT OVER TURNED. ADVISED ACKERMAN TO STAY AWAY FROM THE HOUSE UNTIL THAT WAS RESOLVED, AND INFORMED HIM THAT HE COULD BE ARRESTED FOR HARASSMENT, OR IF ROSEBERRY WERE TO GET A TPO, HE COULD BE ARRESTED FOR VIOLATING A TPO. ACKERMAN TRIED MULTIPLE TIMES TO EXPLAIN THAT THE HOUSE WAS TAKEN FROM HIM UNJUSTLY, AND I CONTINUED TO REITERATE THAT ACCORDING TO PUBLIC RECORD, HE DOES NOT OWN THE HOUSE.
03/13/2021 17:33:26	D29195	D077	
			DISPO N:TOLD AND HE UNDERSTOOD THAT HE COULD NOT COME BACK TILL "HIS" COURT PROCEEDINGS WERE FINISHED AND HE HAD LEGAL PAPERWORK. CODE 13. MORE COMMENTS FROM 136A.
03/13/2021 17:33:26	D29571	D006	
			DISPO N:TOLD AND HE UNDERSTOOD THAT HE COULD NOT COME BACK TILL "HIS" COURT PROCEEDINGS WERE FINISHED AND HE HAD LEGAL PAPERWORK. CODE 13. MORE COMMENTS FROM 136A.

Incident Details Report

Incident Number: DA21040200000318

Incident Status: Closed

Incident Date: 04/02/2021 14:00:10

Last Updated: 04/02/2021 14:19:16

INCIDENT INFORMATION

Incident Type Code:	THEFT	Incident Type Description:	THEFT COMPLAINT
Priority:	4	Incident Status:	Closed
Created By Name:	BUCK, LAUREN	Created by Agency/Userid:	RDC/RDC693
Modifying Circ:		Dispositions:	N
Report Numbers:			
Associated Incidents:	None		

LOCATION INFORMATION

Location Name:		Building:	
Address:	556 SHADOWLAWN AVE	Apartment:	
City:	DAYTON	Cross Street:	KREBS AVE / ROY AVE
Area:	DAEAST	Sector:	EP3
Zone:	D200	Reporting District:	
Latitude:	39.72651150	Longitude:	-84.15924506

CALLER INFORMATION

Caller Name:	GREG ACKERMAN	Caller Phone Number:	[REDACTED]
Caller Location:		Caller City:	
Contact Caller:	Yes	Call Source:	PBX

INCIDENT TIMES

EVENT:	DATE TIME:	AGENCY/USER:	DEVICE:	EVENT:	ELAPSED TIME:
ANI/ALI Received:				Call Received to Phone Pickup:	N/A
Phone Pickup:				Phone Pickup to Created:	N/A
Incident Created:	04/02/2021 14:00:10	RDC/RDC693	RDC16	Phone Pickup to 1st Dispatch:	N/A
1st Unit Dispatched:		DA/D29346	D030	Created to 1st Dispatched:	N/A
1st Unit Enroute:	04/02/2021 14:06:08	DA/D29346	D030	1st Dispatch to 1st Enroute:	N/A
1st Unit Arrived:	04/02/2021 14:13:31			1st Enroute to 1st Arrived:	00:07:23
Route Closed:	04/02/2021 14:19:16	DA/D29346	D030	Created to Closed:	00:19:06

ASSIGNED UNITS

Pri	UNIT:	DISPATCHED:	ENROUTE:	ARRIVED:	CLEARED:	DISPOSITION(S)
*	DA/DA126		04/02/2021 14:06:08	04/02/2021 14:13:31	04/02/2021 14:19:16	N

ASSIGNED PERSONNEL

UNIT:	OFFICERID:	OFFICER NAME:
DA/DA126	D29346	ROSE, TONY

INCIDENT COMMENTS

DATE TIME:	USERID:	DEVICE:	COMMENTS:
04/02/2021 14:00:10	RDC693	RDC16	COMP ADVISED BEING EVICTED FROM GIVEN 02/04/2021. STS PROPERTY WAS LEFT AT GIVEN AND NOW ITEMS ARE MISSING COMP WILL BE IN SILVER NISSAN CENTRA
04/02/2021 14:06:08	SYSTEM	SystemDevice	<UNIT: DA/DA126 SELF-DISPACHED ONTO INCIDENT>
04/02/2021 14:19:16	D29346	D030	DISPO N:CALLER IN NOT ON SCENE AND NO ANSWER ON CALL BACKS. THIS IS AN ON GOING ISSUE WITH GREG ACKERMAN. HE NO LONGER LIVES AT THIS RESIDENCE BUT BELIEVES IT WAS WRONGFULLY TAKEN FROM HIM.

PRE-SCHEDULED INFORMATION

ADDRESS CHANGES

PRIORITY CHANGES

INCIDENT TYPE CHANGES

Incident Details Report

Incident Number: DA2104020000358

Incident Status: Closed

Incident Date: 04/02/2021 14:59:33

Last Updated: 04/02/2021 16:13:48

INCIDENT INFORMATION

Incident Type Code:	THEFT	Incident Type Description:	THEFT COMPLAINT
Priority:	4	Incident Status:	Closed
Created By Name:	ADAMS, VICTORIA	Created by Agency/UserId:	RDC/RDC694
Modifying Circ:		Dispositions:	N
Report Numbers:			
Associated Incidents:	None		

LOCATION INFORMATION

Location Name:		Building:	
Address:	556 SHADOWLAWN AVE	Apartment:	
City:	DAYTON	Cross Street:	KREBS AVE / ROY AVE
Area:	DAEAST	Sector:	EP3
Zone:	D200	Reporting District:	
Latitude:	39.72651150	Longitude:	-84.15924506

CALLER INFORMATION

Caller Name:	GREG ACKERMAN	Caller Phone Number:	
Caller Location:		Caller City:	
Contact Caller:	Yes	Call Source:	PBX

INCIDENT TIMES

EVENT:	DATE TIME:	AGENCY/USER:	DEVICE:	EVENT:	ELAPSED TIME:
ANI/ALI Received:				Call Received to Phone Pickup:	N/A
Phone Pickup:				Phone Pickup to Created:	N/A
Incident Created:	04/02/2021 14:59:33	RDC/RDC694	RDC13	Phone Pickup to 1st Dispatch:	N/A
1st Unit Dispatched:		DA/D29346	D030	Created to 1st Dispatched:	N/A
1st Unit Enroute:	04/02/2021 15:03:55	DA/D29346	D030	1st Dispatch to 1st Enroute:	N/A
1st Unit Arrived:	04/02/2021 15:14:07			1st Enroute to 1st Arrived:	00:10:12
Route Closed:	04/02/2021 16:13:48	DA/D29346	D030	Created to Closed:	01:14:15

ASSIGNED UNITS

Pri	UNIT:	DISPATCHED:	ENROUTE:	ARRIVED:	CLEARED:	DISPOSITION(S)
*	DA/DA126		04/02/2021 15:03:55	04/02/2021 15:14:07	04/02/2021 16:13:48	N

ASSIGNED PERSONNEL

UNIT:	OFFICERID:	OFFICER NAME:
DA/DA126	D29346	ROSE, TONY

INCIDENT COMMENTS

DATE TIME:	USERID:	DEVICE:	COMMENTS:
04/02/2021 14:59:33	RDC694	RDC13	COMP ADVISED BEING EVICTED FROM GIVEN 02/04/2021. STS PROPERTY WAS LEFT AT GIVEN AND NOW ITEMS ARE MISSING COMP WILL BE IN SILVER NISSAN CENTRA CB TO SAY THAT HE IS NOW OS AND WAITING FOR OFC AT ABOVE
04/02/2021 15:03:55	SYSTEM	SystemDevice	<UNIT: DA/DA126 SELF-DISPATCHED ONTO INCIDENT>
04/02/2021 16:13:48	D29346	D030	DISPO N:GREG ACKERMAN HAD MULTIPLE FOLDERS OF DOCUMENTS REGARDING THE FORCLOSURE AND SALE OF HIS PREVIOUS RESIDENCE. HE BELIEVES THE SALE OF THE RESIDENCE WAS FRAUDULENT AND SHOULD NOT HAVE HAPPENED.

PRE-SCHEDULED INFORMATION**ADDRESS CHANGES****PRIORITY CHANGES****INCIDENT TYPE CHANGES**

Incident Details Report

Incident Number: DA21040700000341

Incident Status: Closed

Incident Date: 04/07/2021 13:31:24

Last Updated: 04/07/2021 14:08:13

INCIDENT INFORMATION

Incident Type Code:	FOLLUP	Incident Type Description:	FOLLOW UP ACTIVITY
Priority:	8	Incident Status:	Closed
Created By Name:	NEWELL, SHANA	Created by Agency/Userid:	DA/D25154
Modifying Circ:		Dispositions:	M
Report Numbers:			
Associated Incidents:	None		

LOCATION INFORMATION

Location Name:		Building:	
Address:	556 SHADOWLAWN AVE	Apartment:	
City:		Cross Street:	KREBS AVE / ROY AVE
Area:	DAEAST	Sector:	EP3
Zone:	D200	Reporting District:	
Latitude:	39.72651150	Longitude:	-84.15924506

CALLER INFORMATION

Caller Name:		Caller Phone Number:	
Caller Location:		Caller City:	
Contact Caller:		Call Source:	RADIO

INCIDENT TIMES

EVENT:	DATE TIME:	AGENCY/USER:	DEVICE:	EVENT:	ELAPSED TIME:
ANI/ALI Received:				Call Received to Phone Pickup:	N/A
Phone Pickup:				Phone Pickup to Created:	N/A
Incident Created:	04/07/2021 13:31:24	DA/D25154	D117	Phone Pickup to 1st Dispatch:	N/A
1st Unit Dispatched:		DA/D25154	D117	Created to 1st Dispatched:	N/A
1st Unit Enroute:				1st Dispatch to 1st Enroute:	N/A
1st Unit Arrived:	04/07/2021 13:31:24			1st Enroute to 1st Arrived:	N/A
Route Closed:	04/07/2021 14:08:13	DA/D25154	D117	Created to Closed:	00:36:49

ASSIGNED UNITS

Pri	UNIT:	DISPATCHED:	ENROUTE:	ARRIVED:	CLEARED:	DISPOSITION(S)
*	DA/DA168C			04/07/2021 13:31:24	04/07/2021 14:08:13	M

ASSIGNED PERSONNEL

UNIT:	OFFICERID:	OFFICER NAME:
DA/DA168C	D25154	NEWELL, SHANA

INCIDENT COMMENTS

DATE TIME:	USERID:	DEVICE:	COMMENTS:
04/07/2021 13:31:24	SYSTEM	SystemDevice	<UNIT: DA/DA168C FIELD INITIATED AN INCIDENT>

PRE-SCHEDULED INFORMATION

ADDRESS CHANGES

PRIORITY CHANGES

INCIDENT TYPE CHANGES

***** MEMO ONLY *****
DETECTIVE - STAT: ASSIGNED ASGN: 300 28713 DULANEY,LINDS 03/09/2021

===== COMPLAINANT INFORMATION =====

===== INCIDENT STATUS =====

DATE1...: 03/08/2021 @ 0800 , DISP...: 03/08/2021 @ 0800
DATE2...: , ENTERED: 03/08/2021 @ 1654
LOCATION: 556 SHADOWLAWN #200-0 1/3 DAYTON OH 45419

===== METHOD OF OPERATION INFORMATION =====

TYPE LOCATION.: SINGLE FAMILY HOME/DWELLING

===== CITIZEN'S INFORMATION =====

REPORTEE...: ACKERMAN,GREGORY RACE:W SEX:M 60yrs
ADDRESS.....: 911 P.O. BOX DAYTON OH 45409

===== INVESTIGATION INFORMATION =====

DETECTIVE CALLED: N E-CREW CALLED?: N EVIDENCE:
REPORTING OFFICER: 29131 CHRISTOFFERS,ROBERT W

===== NARRATIVE INFORMATION =====

NARRATIVE ENTERED BY: CHRISTOFFERS,ROBERT W ON: 03/08/2021 TYPE: NAR

On the above date and time Crew 149S Officer Robert Christoffers was dispatched to a peace call at 2721 Wayne Avenue. I was in cruiser 150112 and in the uniform of the day.

**
I spoke with Greg Ackerman. Greg stated he was illegally evicted from his home at 556 Shadowlawn, and that it was through the Montgomery County Common Pleas Court. Greg stated that he left his belongings in the home, thinking that the judge's ruling would be overturned. Greg stated the ruling was not, and that the home was sold in an auction to new owners. Greg stated that in the property left in his home was his company credit cards for his company, "Operation Constitution Rescue". Greg stated the new residents are throwing away his property that was left inside. Greg stated that his company credit card was used at various places in town this morning, and that he had contacted US Bank and cancelled his card. Greg stated that about \$80 was spent. I informed Greg that his complaint about the illegal foreclosure was a civil matter for the courts, however, I would complete a memo for the credit card usage. I provided Greg with a report number. Nothing further at this time.

Exhibit V



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Back Dayton, OH Ohio > Montgomery County > Dayton > 556 Shadowlawn Ave

Presented by:
Mohammad Zahedi with Glasshouse Realty Group



New For Sale - Active 1 / 39

Veterans: Check Eligibility for a \$0 Down VA

\$165,900 Est. Payment \$782/mo
3 bed 2 bath 1,000 sqft 0.28 acre lot
556 Shadowlawn Ave, Dayton, OH, 45419

Virtual tour, Google Maps, Oakwood, Commute time, Noise: Medium, FEMA Zone X (est.) • Flood Factor 1/10

Schedule a tour

Choose your preferred day

Calendar table showing dates for Saturday (12), Sunday (13), and Monday (14) in June.

Video In-person

Select

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Contact agent for a private showing.

Schedule tour

Property Details

Don't miss this charming cape code. This home boasts 3 bedrooms, with a potential 4th in the basement, plus 2 full baths. The

Schedule a tour

Choose your preferred day

Calendar table showing dates for Saturday (12), Sunday (13), and Monday (14) in June.

Video In-person

Select

More about this property

Veterans: Check Eligibility for a \$0 Down VA

\$165,900

Est. Payment \$782/mo

3 bed 2 bath 1,000 sqft 0.28 acre lot

556 Shadowlawn Ave, Dayton, OH, 45419



Single Family Home

\$ 62k in 1987

2 Days

1946

\$166

1 Car

Est. Cash Reward ⓘ

\$498 Terms

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Property Details

Monthly Payment

Property History

Schools

Neighborhood

Allstate

Nearby Home Values

Veterans & Military Benefits

Veterans United Home Loans

The better way to buy 556 Shadowlawn Ave.

Our realtor.com concierge team can help with this property. Send us a note below or call (937) 519-3099.

By calling or otherwise proceeding, you agree to the consent paragraph beneath the button further below.



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Appendix A

{¶ 1} Appellant, Joyce Ackerman,¹ appeals from the trial court's February 6, 2020 judgment confirming the sale of the residential property involved in this case, ordering a deed to the purchaser, and distributing the sale proceeds (the "confirmation judgment"). Finding no error in the confirmation proceeding, the trial court's judgment will be affirmed.

Facts and Procedural History

{¶ 2} This foreclosure action has consumed over 11 years, and it has generated ten previous appeals and the filing of an original action in this court. All of the appeals and the original action have been decided against the Ackermans. In our last opinion, we summarized the sad and sordid history of this case as follows:

Appellee [Bank of New York Mellon] filed a complaint against Appellants [the Ackermans], and four other parties, on April 21, 2009, seeking to foreclose on Appellants' residence (the "Property") in Dayton. Shortly afterward, Appellee moved for a stay because it had reached a workout agreement with Appellants, and on November 9, 2009, the trial court administratively dismissed the case. The workout agreement, however, proved to be unsuccessful.

On May 20, 2010, the trial court returned the case to its active docket. The trial court granted summary judgment in Appellee's favor in its judgment entry of November 11, 2010, which included a foreclosure decree. Appellants appealed the judgment, and this court affirmed. *Bank of New*

¹ Gregory Ackerman was also a party to this appeal, but, on March 26, 2020, we dismissed him from the appeal, stating that the appeal would "proceed with Joyce Ackerman as the sole appellant." This action was taken because Gregory Ackerman has been declared a vexatious litigator by the Montgomery County Common Pleas Court, and he did not obtain leave from this court before filing the pending appeal.

York Mellon v. Ackerman, 2d Dist. Montgomery No. 24390, 2012-Ohio-956,

¶ 1.

Freshzone Products, Inc., a corporation owned by Appellants, submitted the winning bid for the Property at a sheriff's sale on May 3, 2013, and made a 10 percent down payment. The trial court entered a confirmation of sale on June 20, 2013, but the corporation failed to tender the balance due within 30 days thereafter as required by R.C. 2329.30. On February 3, 2014, the trial court vacated the confirmation of sale; set the sale aside; found the corporation to be in contempt of court; and ordered that the down payment be forfeited to Appellee. Effective February 26, 2014, the trial court further ordered, with respect to any future sale, that Appellants and the corporation be required to pay the full amount of a winning bid in certified funds immediately, or otherwise be prohibited from bidding.

Appellants submitted the winning bid for the Property at a sale held on February 17, 2017. Although they made a down payment of \$5,000 at that time, they violated the court's order of February 26, 2014, by failing to pay the full amount of their bid. In its order of April 20, 2018, adopting a magistrate's decision, the trial court set the sale aside; found Appellants to be in contempt of court; ordered that the down payment made by Appellants be forfeited to Appellee; and imposed restrictions on Appellants' ability to bid at any future sale. . . . * * * .

Bank of New York Mellon v. Ackerman, 2d Dist. Montgomery No. 28002, 2019-Ohio-4642,

¶ 3-6.

{¶ 3} After this last decision, the property was finally sold to someone not connected to the Ackermans, which led to the filing of the confirmation judgment at issue in this appeal. As noted, the confirmation judgment confirmed the sale, ordered a deed to the purchaser, and distributed the sale proceeds. This appeal followed.

Analysis

{¶ 4} "A trial court, upon being satisfied that a foreclosure sale has been conducted in accordance with R.C. 2329.01 through 2329.61, must file an entry stating such satisfaction and ordering the transfer of the deed to the purchaser." *Ford Consumer Fin. Co. v. Johnson*, 2d Dist. Montgomery No. 20767, 2005-Ohio-4735, ¶ 29, citing R.C. 2329.31; R.C. 2329.27(B). An appeal of a confirmation proceeding is confined "to whether the sale proceeding conformed to law." *CitiMortgage, Inc. v. Roznowski*, 139 Ohio St.3d 299, 2014-Ohio-1984, 11 N.E.3d 1140, ¶ 40. Thus, "[t]he issues appealed at confirmation are wholly distinct from the issues appealed from an order of foreclosure. In other words, if [a] part[y] appeals the confirmation proceeding[], [she does] not get a second bite at the apple, but the first bite of a different fruit." *Id.*

{¶ 5} Although Ackerman asserts that the sale was not conducted in conformance with R.C. 2329.31, her assignments of error assert that such "non-conformance" is based upon grievances with the foreclosure proceeding. These assertions, including her longstanding claims regarding a loan modification and her right to a jury trial, are not attacks on the confirmation process. They are, instead, claims that have been raised, litigated, and rejected over and over again. These claims, in addition to not being germane to the confirmation proceeding, would, even if relevant, be barred by the doctrine

of res judicata. See *Bank of New York Mellon v. Ackerman*, 2d Dist. Montgomery No. 26779, 2016-Ohio-960, ¶ 19.

¶ 6) Since Ackerman's assignments of error do not articulate any error with the confirmation proceeding, they are overruled.

Conclusion

¶ 7) The trial court's confirmation judgment is affirmed.

.....

DONOVAN, J. and HALL, J., concur.

Copies sent to:

- Rick D. DeBlasis
- William P. Leaman
- Joyce L. Ackerman
- Freshzone Products, Inc.
- Inovision
- Michele D. Phipps
- National City Bank
- Tom Lehman Concepts, Inc.
- Wells Fargo Bank, N.A.
- Hon. Mary E. Montgomery

FILED
COURT OF APPEALS

2021 FEB 24 PM 3:53

CLERK OF COURTS
MONTGOMERY CO. OHIO
39

IN THE COURT OF APPEALS OF OHIO
SECOND APPELLATE DISTRICT
MONTGOMERY COUNTY

THE BANK OF NEW YORK MELLON,	:	Appellate Court Case No. 28737
FKA THE BANK OF NEW YORK AS	:	
SUCCESSOR IN INTEREST TO JP	:	
MORGAN CHASE BANK NA AS	:	Trial Court Case No. 2009 CV 03194
TRUSTEE FOR BEAR STEARNS	:	
ASSET-BACKED SECURITIES TRUST	:	
2005-SD1, ASSET-BACKED	:	
CERTIFICATES, SERIES 2005-SD1	:	
<i>Plaintiff-Appellee</i>	:	
v.	:	
GREGORY THOMAS ACKERMAN, et	:	
al.	:	
<i>Defendants-Appellants</i>	:	

DECISION AND ENTRY
February 24, 2021

PER CURIAM:

Joyce Ackerman's February 16, 2021 emergency motion to vacate and motion for a stay is OVERRULED. Any further requests for stay should be submitted to the Supreme Court of Ohio.

SO ORDERED.


MICHAEL L. TUCKER, Presiding Judge


MICHAEL T. HALL, Judge

Copies to:

Joyce Ackerman
556 Shadowlawn Avenue
Dayton, Ohio 45419
Appellant

Rick DeBlasis
William Leaman
120 E. Fourth Street, 8th Floor
Cincinnati, Ohio 45202
Attorney for Appellee, Bank of New York Mellon

Michelle Phipps
301 W. Third Street, 5th Floor
Dayton, Ohio 45422
Attorney for Appellee, Montgomery County Treasurer

Freshzone Products, Inc.
556 Shadowlawn Avenue
Dayton, Ohio 45419
Appellee

Inovision
1804 Washington Blvd., #500
Baltimore, Maryland 21230
Appellee

Tom Lehman Concepts, Inc.
1926 E. Third Street
Dayton, Ohio 45403
Appellee

Wells Fargo Bank, NA
3476 Stateview Boulevard
MAC 7801 013
Fort Mill, SC 29715
Appellee

Hon. Mary Montgomery
Montgomery County Common Pleas Court
41 N. Perry Street
P.O. Box 972
Dayton, Ohio 45422

CA3/KY

Appendix B

FILED
2020 DEC 30 AM 8:23

Case: 01 02077
251111
BY: CMBE

CLERK OF COURTS
MONTGOMERY CO. OHIO

IN THE COURT OF APPEALS OF OHIO
SECOND APPELLATE DISTRICT
MONTGOMERY COUNTY

BANK OF NEW YORK MELLON

Plaintiff-Appellee

v.

GREGORY T. ACKERMAN, et al.

Defendants-Appellants

Appellate Case No. 28737

Trial Court Case No. 2009-CV-3194


FINAL ENTRY

①

Pursuant to the opinion of this court rendered on the 30th day
of December, 2020, the judgment of the trial court is affirmed.

Costs to be paid as stated in App.R. 24.

Pursuant to Ohio App.R. 30(A), the clerk of the Court of Appeals shall immediately
serve notice of this judgment upon all parties and make a note in the docket of the service.
Additionally, the clerk of the Court of Appeals shall send a mandate to the trial court for
execution of this judgment and make a note in the docket of the service. Pursuant to
App.R. 27, a certified copy of this judgment constitutes the mandate.


MICHAEL L. TUCKER, Presiding Judge

Tom Lehman Concepts, Inc.
1926 East Third Street
Dayton, OH 45403

Wells Fargo Bank, N.A.
3476 Stateview Boulevard
MAC 7801 013
Fort Mill, SC 29715

Hon. Mary E. Montgomery
Montgomery County Common Pleas Court
41 N. Perry Street
Dayton, OH 45422

FILED
COURT OF APPEALS
2021 APR 21 PM 12:09

IN THE COURT OF APPEALS OF OHIO
SECOND APPELLATE DISTRICT
MONTGOMERY COUNTY
CLERK OF COURTS
MONTGOMERY CO. OHIO
39

BANK OF NEW YORK MELLON : Appellate Case No. 28737
Plaintiff-Appellee :
v. : Trial Court Case No. 2009-CV-3194
GREGORY T. ACKERMAN, et al. :
Defendants-Appellants :

DECISION AND ENTRY

April 21, 2021

PER CURIAM:

Appellant, Joyce Ackerman, has filed an application requesting reconsideration of the decision in *Bank of New York Mellon v. Ackerman*, 2d Dist. Montgomery No. 28737, 2020-Ohio-6954. The application also requests en banc consideration of the case and that the case be certified to the Ohio Supreme Court. Since the request for en banc consideration is reviewed by the entire court, this portion of Ackerman's application will be decided in a separately filed Decision and Entry. As explained below, Ackerman's request for reconsideration and Supreme Court certification will be overruled.

Facts and Procedural History

This foreclosure action has spanned almost 12 years and has generated 11 appeals and the filing of an original action. All of the appeals and the original action have been

decided against Ackerman. We summarized this history in *Bank of New York Mellon v. Ackerman*, 2d Dist. Montgomery No. 28002, 2018-Ohio-4642, ¶¶ 3-6 as follows:

Appellee filed a complaint against Appellants, and four other parties, on April 21, 2009, seeking to foreclose on Appellants' residence (the "Property") in Dayton. Shortly afterward, Appellee moved for a stay because it had reached a workout agreement with Appellants, and on November 9, 2009, the trial court administratively dismissed the case. The workout agreement, however, proved to be unsuccessful.

On May 20, 2010, the trial court returned the case to its active docket. The trial court granted summary judgment in Appellee's favor in its judgment entry of November 11, 2010, which included a foreclosure decree. Appellants appealed the judgment, and this court affirmed. *Bank of New York Mellon v. Ackerman*, 2d Dist. Montgomery No. 24390, 2012-Ohio-956, ¶ 1.

Freshzone Products, Inc., a corporation owned by Appellants, submitted the winning bid for the Property at a sheriff's sale on May 3, 2013, and made a 10 percent down payment. The trial court entered a confirmation of sale on June 20, 2013, but the corporation failed to tender the balance due within 30 days thereafter as required by R.C. 2329.30. On February 3, 2014, the trial court vacated the confirmation of sale; set the sale aside; found the corporation to be in contempt of court; and ordered that the down payment be forfeited to Appellee. Effective February 26, 2014, the trial court further ordered, with respect to any future sale, that Appellants and the corporation

be required to pay the full amount of a winning bid in certified funds immediately, or otherwise be prohibited from bidding.

Appellants submitted the winning bid for the Property at a sale held on February 17, 2017. Although they made a down payment of \$5,000 at that time, they violated the court's order of February 26, 2014, by failing to pay the full amount of their bid. In its order of April 20, 2018, adopting a magistrate's decision, the trial court set the sale aside; found Appellants to be in contempt of court; ordered that the down payment made by Appellants be forfeited to Appellee; and imposed restrictions on Appellants' ability to bid at any future sale. ***

After the 2018 decision, the residential real property was finally sold, resulting in the filing of a confirmation judgment. This judgment confirmed the sale, ordered that a deed be delivered to the purchaser, and distributed the sale proceeds. The confirmation judgment was appealed, resulting in the trial court's judgment being affirmed. Ackerman's application is directed at this decision. As we noted in the decision, "an appeal of a confirmation proceeding is confined 'to whether the sale proceeding conformed to law.'" *Bank of New York Mellon v. Ackerman*, 2d Dist. Montgomery No. 28737, 2020-Ohio-6954, ¶ 4, quoting *Citimortgage, Inc. v. Roznowski*, 139 Ohio St.3d 299, 2014-Ohio-1984, 11 N.E.3d 1140, ¶ 40. Given this, "[the] issues appealed at confirmation are wholly distinct from the issues appealed from an order of foreclosure." *Id.* We resolved the confirmation appeal as follows:

Although Ackerman asserts that the sale was not conducted in

Appendix C

Case: CA 828737
003519006
DRY: CAOROE

FILED
COURT OF APPEALS

2021 APR 21 PM 12:08

CLERK OF COURTS
MONTGOMERY CO. OHIO
35

**IN THE COURT OF APPEALS OF OHIO
SECOND APPELLATE DISTRICT
MONTGOMERY COUNTY**

BANK OF NEW YORK MELLON	:	Appellate Case No. 28737
Plaintiff-Appellee	:	
v.	:	Trial Court Case No. 2009-CV-3194
GREGORY T. ACKERMAN, et al.	:	
Defendants-Appellants	:	

DECISION AND ENTRY

April 21, 2021

PER CURIAM:

Appellant Joyce Ackerman has filed a joint application for reconsideration of the decision in *Bank of New York Mellon v. Ackerman*, 2d Dist. Montgomery No. 28737, 2020-Ohio-6954, for en banc consideration, and that the decision be certified to the Ohio Supreme Court. The requests for reconsideration and Supreme Court certification are being decided in a separately filed Decision and Entry. As explained below, Ackerman's application for en banc consideration will be overruled.

Facts and Procedural History

This foreclosure action has spanned almost 12 years and has generated 11 appeals and the filing of an original action. All of the appeals and the original action have been decided against Ackerman. We summarized this history in *Bank of New York Mellon v.*

Ackerman, 2d Dist. Montgomery No. 28002, 2018-Ohio-4642, ¶¶ 3-6 as follows:

Appellee filed a complaint against Appellants, and four other parties, on April 21, 2009, seeking to foreclose on Appellants' residence (the "Property") in Dayton. Shortly afterward, Appellee moved for a stay because it had reached a workout agreement with Appellants, and on November 9, 2009, the trial court administratively dismissed the case. The workout agreement, however, proved to be unsuccessful.

On May 20, 2010, the trial court returned the case to its active docket. The trial court granted summary judgment in Appellee's favor in its judgment entry of November 11, 2010, which included a foreclosure decree. Appellants appealed the judgment, and this court affirmed. *Bank of New York Mellon v. Ackerman*, 2d Dist. Montgomery No. 24390, 2012-Ohio-956, ¶ 1.

Freshzone Products, Inc., a corporation owned by Appellants, submitted the winning bid for the Property at a sheriff's sale on May 3, 2013, and made a 10 percent down payment. The trial court entered a confirmation of sale on June 20, 2013, but the corporation failed to tender the balance due within 30 days thereafter as required by R.C. 2329.30. On February 3, 2014, the trial court vacated the confirmation of sale; set the sale aside; found the corporation to be in contempt of court; and ordered that the down payment be forfeited to Appellee. Effective February 26, 2014, the trial court further ordered, with respect to any future sale, that Appellants and the corporation be required to pay the full amount of a winning bid in certified funds

immediately, or otherwise be prohibited from bidding.

Appellants submitted the winning bid for the Property at a sale held on February 17, 2017. Although they made a down payment of \$5,000 at that time, they violated the court's order of February 26, 2014, by failing to pay the full amount of their bid. In its order of April 20, 2018, adopting a magistrate's decision, the trial court set the sale aside; found Appellants to be in contempt of court; ordered that the down payment made by Appellants be forfeited to Appellee; and imposed restrictions on Appellants' ability to bid at any future sale. * * *

After the 2018 decision, the residential real property was finally sold, resulting in the filing of a confirmation judgment. This judgment confirmed the sale, ordered that a deed be delivered to the purchaser, and distributed the sale proceeds. The confirmation judgment was appealed, resulting in the trial court's judgment being affirmed. Ackerman's application is directed at this decision. As we noted in the decision, "an appeal of a confirmation proceeding is confined 'to whether the sale proceeding conformed to law.'" *Bank of New York Mellon v. Ackerman*, 2d Dist. Montgomery No. 28737, 2020-Ohio-6954, ¶ 4, quoting *Citimortgage, Inc. v. Roznowski*, 139 Ohio St.3d 299, 2014-Ohio-1984, 11 N.E.3d 1140, ¶ 40. Given this, "[the] issues appealed at confirmation are wholly distinct from the issues appealed from an order of foreclosure." *Id.* We resolved the conformation appeal as follows:

Although Ackerman asserts that the sale was not conducted in conformance with R.C. 2329.31, her assignments of error assert that such

"non-conformance" is based upon grievances with the foreclosure proceeding. These assertions, including her longstanding claims regarding a loan modification and her right to a jury trial, are not attacks on the confirmation process. They are, instead, claims that have been raised, litigated, and rejected over and over again. These claims, in addition to not being germane to the confirmation proceeding, would, even if relevant, be barred by the doctrine of res judicata.

(Citation omitted.) *Id.* at ¶ 5.

En Banc Consideration

En Banc consideration is governed by App.R. 26(A)(2) which states as follows:

(2) En Banc Consideration

(a) Upon a determination that two or more decisions of the court on which they sit are in conflict, a majority of the en banc court may order that an appeal or other proceeding be considered en banc. * * * Consideration en banc is not favored and will not be ordered unless necessary to secure or maintain uniformity of decisions within the district on an issue that is dispositive in the case in which the application is filed.

(b) The en banc court may order en banc consideration sua sponte. A party may also make an application for en banc consideration. An application for en banc consideration must explain how the panel's decision conflicts with a prior panel's decision on a dispositive issue and why consideration by the court en banc is necessary to secure and maintain uniformity of the court's

decisions.

Ackerman suggests that our confirmation decision in this case conflicts with our decision in *Ackerman v. Pelfrey's Roofing*, 2d Dist. Montgomery No. 16820, 1998 W.L. 639310. *Pelfrey's Roofing* is a breach of contract case in which we applied the contractual interpretive rule that an ambiguous contract provision will be construed against the party who drafted the contract. *Pelfrey's* has nothing to do with nor does it say anything about a foreclosure confirmation proceeding. In short, there is no conflict between the two cases. And, given this, Ackerman's application for en banc consideration is overruled.

Conclusion

For the stated reasons, Ackerman's application for en banc consideration is overruled.

SO ORDERED.



MICHAEL L. TUCKER, Presiding Judge

MARY E. DONOVAN, Judge

MICHAEL T. HALL, Judge

JEFFREY M. WELBAUM, Judge

CHRISTOPHER B. EPLEY, Judge

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Montgomery County Common Pleas Court
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Appendix D



FILED
COURT OF APPEALS

2021 APR 21 PM 12:09

IN THE COURT OF APPEALS OF OHIO
SECOND APPELLATE DISTRICT
MONTGOMERY COUNTY

CLERK OF COURTS
MONTGOMERY CO, OHIO
39

BANK OF NEW YORK MELLON	:	Appellate Case No. 28737
	:	
Plaintiff-Appellee	:	
	:	
v.	:	Trial Court Case No. 2009-CV-3194
	:	
GREGORY T. ACKERMAN, et al.	:	
	:	
Defendants-Appellants	:	

DECISION AND ENTRY

April 21, 2021

PER CURIAM:

Appellant, Joyce Ackerman, has filed an application requesting reconsideration of the decision in *Bank of New York Mellon v. Ackerman*, 2d Dist. Montgomery No. 28737, 2020-Ohio-6954. The application also requests en banc consideration of the case and that the case be certified to the Ohio Supreme Court. Since the request for en banc consideration is reviewed by the entire court, this portion of Ackerman's application will be decided in a separately filed Decision and Entry. As explained below, Ackerman's request for reconsideration and Supreme Court certification will be overruled.

Facts and Procedural History

This foreclosure action has spanned almost 12 years and has generated 11 appeals and the filing of an original action. All of the appeals and the original action have been

decided against Ackerman. We summarized this history in *Bank of New York Mellon v. Ackerman*, 2d Dist. Montgomery No. 28002, 2018-Ohio-4642, ¶¶ 3-6 as follows:

Appellee filed a complaint against Appellants, and four other parties, on April 21, 2009, seeking to foreclose on Appellants' residence (the "Property") in Dayton. Shortly afterward, Appellee moved for a stay because it had reached a workout agreement with Appellants, and on November 9, 2009, the trial court administratively dismissed the case. The workout agreement, however, proved to be unsuccessful.

On May 20, 2010, the trial court returned the case to its active docket. The trial court granted summary judgment in Appellee's favor in its judgment entry of November 11, 2010, which included a foreclosure decree. Appellants appealed the judgment, and this court affirmed. *Bank of New York Mellon v. Ackerman*, 2d Dist. Montgomery No. 24390, 2012-Ohio-956, ¶ 1.

Freshzone Products, Inc., a corporation owned by Appellants, submitted the winning bid for the Property at a sheriff's sale on May 3, 2013, and made a 10 percent down payment. The trial court entered a confirmation of sale on June 20, 2013, but the corporation failed to tender the balance due within 30 days thereafter as required by R.C. 2329.30. On February 3, 2014, the trial court vacated the confirmation of sale; set the sale aside; found the corporation to be in contempt of court; and ordered that the down payment be forfeited to Appellee. Effective February 26, 2014, the trial court further ordered, with respect to any future sale, that Appellants and the corporation

be required to pay the full amount of a winning bid in certified funds immediately, or otherwise be prohibited from bidding.

Appellants submitted the winning bid for the Property at a sale held on February 17, 2017. Although they made a down payment of \$5,000 at that time, they violated the court's order of February 26, 2014, by failing to pay the full amount of their bid. In its order of April 20, 2018, adopting a magistrate's decision, the trial court set the sale aside; found Appellants to be in contempt of court; ordered that the down payment made by Appellants be forfeited to Appellee; and imposed restrictions on Appellants' ability to bid at any future sale. * * *

After the 2018 decision, the residential real property was finally sold, resulting in the filing of a confirmation judgment. This judgment confirmed the sale, ordered that a deed be delivered to the purchaser, and distributed the sale proceeds. The confirmation judgment was appealed, resulting in the trial court's judgment being affirmed. Ackerman's application is directed at this decision. As we noted in the decision, "an appeal of a confirmation proceeding is confined 'to whether the sale proceeding conformed to law.'" *Bank of New York Mellon v. Ackerman*, 2d Dist. Montgomery No. 28737, 2020-Ohio-6954, ¶ 4, quoting *Citimortgage, Inc. v. Roznowski*, 139 Ohio St.3d 299, 2014-Ohio-1984, 11 N.E.3d 1140, ¶ 40. Given this, "[the] issues appealed at confirmation are wholly distinct from the issues appealed from an order of foreclosure." *Id.* We resolved the confirmation appeal as follows:

Although Ackerman asserts that the sale was not conducted in

conformance with R.C. 2329.31, her assignments of error assert that such “non-conformance” is based upon grievances with the foreclosure proceeding. These assertions, including her longstanding claims regarding a loan modification and her right to a jury trial, are not attacks on the confirmation process. They are, instead, claims that have been raised, litigated, and rejected over and over again. These claims, in addition to not being germane to the confirmation proceeding, would, even if relevant, be barred by the doctrine of res judicata.

(Citation omitted.) *Id.* at ¶ 5.

Ackerman’s first request is that we reconsider our decision affirming the confirmation judgment. App.R. 26(A)(1) allows a party to request reconsideration of an appellate court decision. To prevail, the moving party must point to either an obvious error in the decision or to the appellate court’s failure to consider (or fully consider) an issue raised in the appeal. *State v. Gillispie*, 2012-Ohio-2942, 985 N.E.2d 145, ¶ 9 (2d Dist.). (Citation omitted.) Ackerman’s request for reconsideration meets neither criteria. Instead, Ackerman continues to assert issues that time and again have been decided against her. As such, Ackerman’s reconsideration application is overruled.

Supreme Court Certification

Article IV, Section 3(B)(4) of the Ohio Constitution obligates an appellate court to certify a conflict to the Supreme Court “[w]henever * * * a judgment upon which [the appellate court has] agreed is in conflict with a judgment pronounced upon the same question by any other court of appeals.” Such certification “can be granted only where the judgments

conflict upon the same question.” *State v. Stewart*, 10th Dist. Franklin No. 11AP-789, 2013-Ohio-78, ¶ 12, citing *Johnson v. Indus. Comm.*, 61 Ohio App. 535, 537, 22 N.E.2d 921 (2d Dist.1939). Ackerman asserts that our confirmation decision conflicts with the decision in *Ackerman v. Pelfrey’s Roofing*, 2d Dist. Montgomery No. 16820, 1998 W.L. 639310. This decision, which involved a breach of contract action, is not relevant to a foreclosure confirmation judgment. But, more importantly, since the *Pelfrey Roofing* case was decided by this appellate district, any conflict between the two decisions is not subject to resolution by certification to the Supreme Court. As noted, such certification is reserved for interdistrict conflicts. Given this, Ackerman’s application to certify a conflict to the Supreme Court is overruled.

Conclusion

For the stated reasons, Ackerman’s joint application for reconsideration and to certify a conflict to the Supreme Court is overruled.

SO ORDERED.


MICHAEL L. TUCKER, Presiding Judge


MARY E. DONOVAN, Judge


MICHAEL T. HALL, Judge

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Appendix E

IN THE COMMON PLEAS COURT OF MONTGOMERY COUNTY, OHIO
CIVIL DIVISION

BANK OF NEW YORK MELLON,

CASE NO.: 2009 CV 03194

Plaintiff(s),

JUDGE MARY E MONTGOMERY

-vs-

GREGORY THOMAS ACKERMAN et al,

**DECISION AND ENTRY OVERRULING
MOTION FILED FEBRUARY 11, 2021 BY
DEFENDANT JOYCE T. ACKERMAN**

Defendant(s).

The motion filed in this matter by pro se Defendant Joyce T. Ackerman on February 11, 2021 is overruled.

SO ORDERED:

JUDGE MARY E MONTGOMERY

This document is electronically filed by using the Clerk of Courts e-Filing system. The system will post a record of the filing to the e-Filing account "Notifications" tab of the following case participants:

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General Divison
Montgomery County Common Pleas Court
41 N. Perry Street, Dayton, Ohio 45422

Case Number:
2009 CV 03194

Case Title:
BANK OF NEW YORK MELLON vs GREGORY THOMAS
ACKERMAN

Type:

Order:

So Ordered,

Mary E. Montgomery