

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

THE HUNTINGTON NATIONAL BANK	:	
	:	C.A. No. 30848
Appellees	:	
	:	Trial Court Case No. 2025 CV 06137
v.	:	
	:	(Civil Appeal from Common Pleas
ANDRIA MICHELLE GOSNELL, ET AL.	:	Court)
	:	
Appellant	:	FINAL JUDGMENT ENTRY &
	:	OPINION

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Pursuant to the opinion of this court rendered on September 25, 2026, the judgment of the trial court is vacated, and the matter is remanded for further proceedings consistent with the opinion.

Costs to be paid by appellee.

Pursuant to Ohio App.R. 30(A), the clerk of the court of appeals shall immediately send a copy of the court's ruling to each party and note that action on the docket. Additionally, pursuant to App.R. 27, the clerk of the court of appeals shall send a certified copy of this judgment, which constitutes a mandate, to the clerk of the trial court and note the service on the appellate docket.

For the court,



CHRISTOPHER B. EPLEY, JUDGE

TUCKER, J., and HUFFMAN, J., concur.

OPINION
MONTGOMERY C.A. No. 30848

ANDRIA MICHELLE GOSNELL, Appellant, Pro Se
ERIC T. DEIGHTON, Attorney for Appellee

EPLEY, J.

{¶ 1} Andria Michelle Gosnell appeals from a judgment and decree of foreclosure issued by the Montgomery County Court of Common Pleas in favor of Huntington National Bank. She claims that she was not properly served with the foreclosure complaint. For the following reasons, the trial court’s judgment is vacated, and the matter is remanded for further proceedings.

I. Facts and Procedural History

{¶ 2} On May 28, 2021, Gosnell purchased the residential property located at 332 South Broadway Street in Trotwood. She financed the purchase with a loan from TCF National Bank in the amount of \$69,762 with an interest rate of 2.75 percent.

{¶ 3} In October 2025, Mortgage Electronic Registration Systems, Inc. (“MERS”), as nominee for TCF National Bank, assigned the mortgage to Huntington. The note attached to the complaint included a blank allonge, which indicated that Huntington was TCF’s successor by merger.

{¶ 4} On November 5, 2025, Huntington filed a foreclosure action against Gosnell and her unknown spouse, claiming that Gosnell had defaulted on the loan and that she owed \$63,569.95, plus interest from May 1, 2025, and late charges. Huntington sought judgment on the note, foreclosure of the mortgage, and sale of the property.

{¶ 5} Huntington initially requested service on Gosnell at the 332 South Broadway address by certified mail and process server. The record contains no return for the certified

mail service, but the process server's return stated, "Unable to serve after diligent attempts. Contact cards have been removed without a callback. There was no answer, no vehicle in the driveway, but a dog was barking inside. A neighbor confirmed that the subject resides at this address."

{¶ 6} Huntington attempted service on Gosnell by certified mail three additional times—November 25, 2025; January 9, 2026; and January 29, 2026—at a nearby address, 348 South Broadway. Each certified mail return indicated that Gosnell did not reside at that address. On January 29, 2026, service by FedEx was attempted at 348 South Broadway, but that also was returned because of an incorrect address. On January 30, 2026, Huntington moved for service by publication. The court granted the motion on the same day. Service by publication was completed on February 19, 2026.

{¶ 7} Gosnell did not respond to the complaint. Accordingly, on April 1, 2026, Huntington moved for a default judgment. A week later, the trial court found that Gosnell was "in default of answer or other pleading" and entered a judgment and degree of foreclosure in favor of Huntington. The court ordered that Gosnell's equity of redemption be foreclosed and the property sold.

{¶ 8} Gosnell appeals from the trial court's judgment. Her appellate brief does not set forth any assignments of error as required by App.R. 16(A)(3). However, she makes two general arguments: (1) that she was not properly served notice of the foreclosure action, and (2) that she needed an opportunity to resume payments on her loan.

II. Service of Process and Jurisdiction

{¶ 9} We begin with Gosnell's argument that she did not receive notice of the foreclosure action.

{¶ 10} To render a valid judgment, a court must have personal jurisdiction over the defendant. *Rice v. Kyte*, 2012-Ohio-841, ¶ 7 (2d Dist.). A court can obtain personal jurisdiction over a party through service of process pursuant to the Civil Rules, voluntary appearance, or waiver. *In re S.A.*, 2013-Ohio-3047, ¶ 10 (2d Dist.). “The rules governing service of process derive both from the Ohio Rules of Civil Procedure and the requirements of the Due Process Clause of the Fourteenth Amendment to the United States Constitution.” *Hunt v. Alderman*, 2025-Ohio-2944, ¶ 12.

{¶ 11} Civ.R. 4.1 details the types of service permitted in Ohio courts. See *McManus v. Anderson*, 2026-Ohio-2542, ¶ 13. Civ.R. 4.1(A)(1) allows the clerk to serve process by United States certified or express mail with return receipt requested or by a commercial carrier service using any form of delivery requiring a signed receipt. Civ.R. 4.1(A)(1)(a) and (b). The delivering postal employee or commercial carrier must return a receipt showing “to whom delivered, date of delivery, and address where delivered.” *Id.* “[C]ertified-mail service is sufficient only if it is “reasonably calculated” to reach interested parties.” *Hunt* at ¶ 2, quoting *Akron-Canton Regional Airport Auth. v. Swinehart*, 62 Ohio St.2d 403, 405 (1980). If the certified mail is unclaimed or refused, the serving party may then request ordinary mail service. Civ.R. 4.6(C) and (D).

{¶ 12} Where a party’s residence is unknown, “service shall be made by publication in actions where such service is authorized by law.” Civ.R. 4.4(A)(1). As relevant here, service by publication is permitted “[i]n an action for the recovery of real property or of an estate or interest in real property, when the defendant is not a resident of this state or his [or her] place of residence cannot be ascertained.” R.C. 2703.14(A). Service is complete at the expiration of three weeks after the date of first publication. See R.C. 2703.141(A).

{¶ 13} Before service by publication may be made, the party requesting service or that party’s counsel must file an affidavit with the court, averring (1) that service of summons cannot be made because the residence of the party to be served is unknown to the affiant; (2) all of the efforts made to ascertain the residence of the party to be served; and (3) that the residence of the party to be served cannot be ascertained with reasonable diligence. Civ.R. 4.4(A)(1). A plaintiff’s averment in an affidavit that a defendant’s address cannot be ascertained with reasonable diligence creates a “rebuttable presumption that reasonable diligence was exercised.” *Sizemore v. Smith*, 6 Ohio St.3d 330, 331 (1983); *Weatherspoon v. Weatherspoon*, 2010-Ohio-3248, ¶ 63 (2d Dist.).

{¶ 14} On appeal, Gosnell states that she was “unaware of the progression of the foreclosure case, including the need to respond to the complaint or appear at hearings,” because documents were sent to 348 South Broadway. She indicates that she resides at 332 South Broadway, the address of the property at issue.

{¶ 15} In response to Gosnell’s argument, Huntington emphasizes that service by publication was authorized by the trial court and completed. It further states that service on Gosnell by ordinary mail was completed on March 4, 2026, in accordance with Civ.R. 4.6(D).

{¶ 16} The record reflects attempted service on Gosnell in the following ways:

Date	Type	Address	Tracking No.	Return Date	Return Info
11/6/25	Cert	332 S Broadway	9414726699042246730210	None	
11/6/25	PS	332 S Broadway	CVPRS00000000122662	11/17/25	Unable to serve: contact cards removed, dog present; neighbor confirms residence
11/25/25	Cert	348 S Broadway	9414726699042246737691	2/19/26	Unsuccessful: Return to sender, not at this address

1/9/26	Cert	348 S Broadway	9414726699042246753424	3/2/26	Unsuccessful: Return to sender, not at this address
1/29/26	Cert	348 S Broadway	9414726699042246760729	2/26/26	Unsuccessful: return to sender
1/29/26	FedEx	348 S Broadway	888317036325	2/10/26	Unsuccessful: incorrect address
1/30/26	Pub	332 S Broadway (listed)	Dayton Daily News	2/19/26	Published three times

Contrary to Huntington's claim, the service by ordinary mail on March 4, 2026, was sent to John Doe, the unknown spouse of Gosnell, not to Gosnell herself.

{¶ 17} Upon review of the record, we agree with Gosnell that she was not properly served with the complaint and summons. At first, Huntington appropriately tried to serve Gosnell by certified mail and by special process server. The record contains no information about what happened with the November 6, 2025 certified mail. The attempted personal service at 332 South Broadway was unsuccessful, but the process server's return indicated that contact cards had been removed, a dog was present in the home, and a neighbor had confirmed that Gosnell resided there. Despite this information, no further efforts were made to serve Gosnell at the 332 South Broadway address.

{¶ 18} In its appellate brief, Huntington states that "[w]hen service attempts failed at the Property, service was also attempted unsuccessfully at the alternate address of 348 South Broadway St., Trotwood Ohio." However, Huntington provided no explanation as to why it believed that Gosnell could be served successfully at the 348 South Broadway address. To the contrary, it acknowledges in its brief that the preliminary judicial report filed with the trial court included a screenshot of the Montgomery County auditor's website, which demonstrated that the tax mailing address for the 332 South Broadway property was in care

of Andria Michelle Gosnell at that address. The affidavit in support of service by publication further stated that Gosnell’s last known address was 332 South Broadway, and it made no mention of the 348 South Broadway address and its attempts to serve her there.

{¶ 19} Huntington argues that it properly served Gosnell by publication, as ordered by the trial court. The trial court ordered service by publication on account of the averments in Huntington’s affidavit that Gosnell’s last known residence was 332 South Broadway, that her current residence was unknown, that it had attempted to ascertain her current residence in a national electronic telephone directory and through a skip-tracing firm, and that her current residence could not be ascertained with reasonable diligence. The record itself refutes that her current address was unknown—no certified mail had been returned with a notation that it was undeliverable at the 332 South Broadway address. Only the process server’s return had been filed when Huntington moved for service by publication, and the process server’s return reflected that Gosnell lived there. It is axiomatic that Huntington would be unable to locate a new address for Gosnell if she continued to reside at her last known address.

{¶ 20} Huntington’s affidavit notwithstanding, the record demonstrates that Huntington failed to take the necessary steps to obtain service on Gosnell under Civ.R. 4.1 prior to resorting to service by publication. We therefore agree with Gosnell that she did not properly receive notice of the foreclosure action, violating her right to due process.

III. Conclusion

{¶ 21} The trial court’s judgment is vacated, and the matter is remanded for further proceedings.

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TUCKER, J., and HUFFMAN, J., concur.