

COURT OF APPEALS OF OHIO

**EIGHTH APPELLATE DISTRICT
COUNTY OF CUYAHOGA**

NORTHWEST BANK,	:	
	:	
Plaintiff-Appellant,	:	
	:	No. 116239
v.	:	
	:	
JACOB R. EDWARDS,	:	
	:	
Defendant-Appellee.	:	

JOURNAL ENTRY AND OPINION

JUDGMENT: VACATED AND REMANDED
RELEASED AND JOURNALIZED: August 20, 2026

Civil Appeal from the Cuyahoga County Court of Common Pleas
Case No. CV-25-111402

Appearances:

Stultz Law, Ltd., and Michael D. Stultz, *for appellant.*

KATHLEEN ANN KEOUGH, J.:

{¶ 1} Plaintiff-appellant Northwest Bank brings this appeal challenging the trial court’s decision granting a default judgment against Jacob R. Edwards pertaining to a promissory note that he signed with Northwest Bank. According to the court’s judgment entry, Northwest Bank is entitled to “\$13,835.00, accrued interest in the amount of \$1,976.06[] plus interests at the statutory rate from date of judgment and costs.” Despite judgment in its favor, Northwest Bank contends

that the trial court erred as a matter of law by awarding statutory interest rather than interest as dictated by the terms of the promissory note. Upon review, this court agrees with Northwest Bank; we vacate the default judgment order entered against Edwards and order this case remanded for the trial court to issue a judgment entry correctly reflecting the interest rate as agreed to in the promissory note and requested in Northwest Bank's complaint and motion for default judgment.

{¶ 2} Northwest Bank filed a complaint seeking judgment from Edwards for nonpayment of his vehicle loan. Edwards did not file any answer or response, and on August 6, 2025, Northwest Bank filed a motion for default judgment. The court issued notice that the default hearing was scheduled for January 22, 2026, by telephone. The next month, the court granted Northwest Bank's motion for default judgment from which Northwest Bank timely filed this appeal.

{¶ 3} Because Northwest Bank asserts that the trial court erred in granting default judgment at the statutory interest rate rather than the interest rate agreed to in the promissory note that was attached to the complaint and motion for default judgment, we review this matter de novo. *See, e.g., Midwestern Auto Sales v. Lattimore*, 2015-Ohio-53, ¶ 23 (12th Dist.).

{¶ 4} R.C. 1343.03 dictates that the statutory interest rate is to be utilized for interest on judgments, "unless a written contract provides a different rate of interest in relation to the money that becomes due and payable, in which case the creditor is entitled to interest at the rate provided in that contract."

{¶ 5} On this record, we find that the terms of the promissory note attached to the complaint set pre- and postjudgment interest at 13.04 percent per annum from and after November 7, 2024. Northwest Bank did not ask for judgment interest at the statutory rate; it asked for judgment interest pursuant to the terms of the contract. Accordingly, we sustain Northwest Bank's sole assignment of error and find that the court erred in failing to award the interest rate provided for in the agreement between the parties where Northwest Bank's complaint and motion for default specifically prayed for the interest agreed to in the promissory note.

{¶ 6} For the sake of thoroughness, we sua sponte note that Northwest Bank's complaint and default-judgment motion also specifically asked for \$281.52 in late fees. The trial court did not award the late fees, but Northwest Bank, however, has not assigned this omission as error or addressed it on appeal. We accordingly do not award the \$281.52 in late fees as designated by the complaint and consider the amount waived.

{¶ 7} Judgment vacated and case remanded to the lower court for further proceedings consistent with this opinion. The trial court is ordered to enter default judgment against Edwards correcting the interest rate to the rate agreed to in the promissory note: 13.04 percent per annum from and after November 7, 2024.

It is ordered that appellant recover from appellee costs herein taxed.

The court finds there were reasonable grounds for this appeal.

It is ordered that a special mandate be sent to said court to carry this judgment into execution.

A certified copy of this entry shall constitute the mandate pursuant to Rule 27
of the Rules of Appellate Procedure.

KATHLEEN ANN KEOUGH, JUDGE

MARY J. BOYLE, P.J., and
TIMOTHY W. CLARY, J., CONCUR