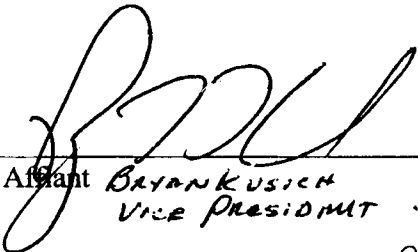


agent for Plaintiff, has custody of, and maintains records related to, the promissory note and mortgage that are the subject of this foreclosure action.


2. Plaintiff is the owner and holder of the promissory note and mortgage referenced in the Complaint and has standing to enforce its rights under the note and mortgage and is therefore the real party in interest.
3. Cheryl P. Stewart signed the promissory note and thus promised, among other things, to make monthly payments on or before the date such payments were due. A copy of the note is attached to Plaintiff's complaint.
4. To secure payment of amounts due under the promissory note, Cheryl P. Stewart executed and delivered the mortgage attached to Plaintiff's Complaint ("Mortgage") in favor of Mortgagee.
5. The Mortgage conveys to the Plaintiff property commonly known as ~~1298 Emily Beth Drive~~, ~~Driv~~ Miamisburg, OH ~~5312~~, parcel no. ~~K46-00725-0022~~. The legal description of the Property is referenced in the Complaint.
6. The Mortgage, together with the Note, have been subsequently assigned to the Plaintiff. A true and accurate copy of this assignment is attached hereto as an exhibit.
7. The note and mortgage are in default because monthly payments have not been made.
8. A written notice of default was given in accordance with the terms of the note and mortgage. The default was not cured, and thus the sums due under the note were accelerated. As a result, the full amount of principal and interest due under the note are now required to be paid. Also required to be paid are all costs and expenses incurred in enforcing the note to the extent that the payment of such amounts is not prohibited by Ohio law.

9. There is due and payable on the Note principal in the amount of \$190,717.10, exclusive of interest, costs and attorney's fees.
10. There is further due and payable on the Note interest on the unpaid principal at the rate of 7.625% from August 1, 2006. Late charges, advances made for the payment of taxes, assessments, and insurance premiums, and expenses incurred for the enforcement of the note and mortgage may also be due, to the extent that the payment of such amounts is not prohibited by Ohio law. If necessary, the final amount of some or all of these items will be established at a later date.
11. A true and accurate copy of the history of payments made by Defendant Cheryl P. Stewart, as due under the Note which is the subject of this action, is attached hereto as an exhibit.
12. To the best of Affiant's knowledge, Cheryl P. Stewart is not a minor, incompetent or in the Military Service, as such term is defined in Section 101 (2) of the Servicemembers Civil Relief Act, as amended, which amended the Soldiers' and Sailors' Civil Relief Act of 1940, 50 U.S.C. App. § 501.
13. Further Affiant sayeth naught.


-- Affiant *BRYAN KUSICH*
VICE PRESIDENT

Subscribed and sworn to before me, a Notary Public, this 12 day of February, 2007.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Donna J. Kurth, Notary Public
West Mifflin Boro, Allegheny County
My Commission Expires Nov. 4, 2009
Member, Pennsylvania Association of Notaries


Notary Public