

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO**

U.S. BANK NATIONAL ASSOCIATION, AS
TRUSTEE, SUCCESSOR IN INTEREST TO
BANK OF AMERICA, NATIONAL
ASSOCIATION, SUCCESSOR BY MERGER
TO LASALLE BANK NATIONAL
ASSOCIATION, FOR THE REGISTERED
HOLDERS OF J.P. MORGAN CHASE
COMMERCIAL MORTGAGE SECURITIES
CORP., COMMERCIAL MORTGAGE PASS-
THROUGH CERTIFICATES, SERIES 2005-
CIBC12

Plaintiff,

v.

FORT STEUBEN IMPROVEMENTS, LLC,

Defendant.

CASE NO. 2:16-CV-419

Judge Algenon L. Marbley

**ORDER FOR DEFAULT JUDGMENT IN MORTGAGE FORECLOSURE AGAINST
DEFENDANT FORT STEUBEN IMPROVEMENTS, LLC**

It appearing that the Complaint was filed in this case on May 11, 2016; and that the Clerk of the Court defaulted Defendant Fort Steuben Improvements, LLC (“Defendant”) on June, 2016 for failing to plead or otherwise defend this cause as required by law pursuant to Rule 55(a) of the Federal Rules of Civil Procedure. (Doc. 6).

Now, upon application of Plaintiff and upon affidavit that Defendant is indebted to Plaintiff in the sum of \$38,417,440.61 as of June 13, 2016 together with continuing per diem interest thereon in the amount of \$5,756.65 per day at the regular rate from and after June 13, 2016 and continuing per diem interest thereon in the amount of \$4,105.36 per day at the default rate from and after June 13, 2016 until the Mortgaged Property, as defined below, is sold at foreclosure sale, together with any and all other amounts advanced by Plaintiff during the

pendency of this action; it is hereby:

ORDERED, ADJUDGED, AND DECREED that judgment is entered by default in accordance with Rule 55(b)(1) of the Federal Rules of Civil Procedure, in favor of Plaintiff, U.S. Bank National Association, as Trustee, Successor in Interest to Bank of America, National Association, Successor by Merger to LaSalle Bank National Association, for the Registered Holders of J.P. Morgan Chase Commercial Mortgage Securities Corp., Commercial Mortgage Pass-Through Certificates, Series 2005-CIBC12 (“Plaintiff”), and against Defendant, Fort Steuben Improvements, LLC, as follows:

a. Fixing the amount due under the Note and the Mortgage at \$38,417,440.61 together with continuing per diem interest thereon in the amount of \$5,756.65 per day at the regular rate from and after June 13, 2016 and continuing per diem interest thereon in the amount of \$4,105.36 per day at the default rate from and after June 13, 2016, until the Mortgaged Property, as defined below, is sold at foreclosure sale, together with any and all other amounts advanced by Plaintiff during the pendency of this action, together with attorneys' fees and costs incurred by Plaintiff in connection with this action and the matters at issue therein; and

b. Foreclosing all right, title, lien and equity of redemption which said Defendant and all those claiming by, through or under it have or had in the real estate located at 100 Mall Drive, Steubenville, Jefferson County, Ohio, as more fully described in **Exhibit “A”** hereto (the “Mortgaged Property”), together with the personalty, fixtures, furniture and other items and things pledged as collateral for the loan (the “Loan”) at issue in this action, all as more specifically and fully identified in the Open-End Mortgage, Assignment of Leases and rents and Security Agreement and UCC Financing Statements at issue in this action (collectively, with the Mortgaged Premises, the “Mortgaged Property”), and ordering that the Mortgaged Property be

sold at a public foreclosure sale pursuant to 28 U.S.C. § 2001 *et seq.* by the United States Marshal or a receiver appointed by this Court, on such terms and conditions as shall be advertised.

IT IS SO ORDERED.

BY THE COURT:

/s/ALGENON L. MARBLEY

Dated: 7/20/16