

**IN THE COURT OF COMMON PLEAS
FRANKLIN COUNTY, OHIO**

AVERY ESTATES CONDOMINIUM
ASSOCIATION

8101 North High Street, Suite 370
Columbus, Ohio 43235

Plaintiff

-vs.-

HODO ADHEYS

4833 King Albert Drive Unit 3B
Hilliard, Ohio 43026

UNKNOWN SPOUSE

IF ANY, OF HODO ADHEYS

4833 King Albert Drive Unit 3B
Hilliard, Ohio 43026

KHADRA ADAN

4833 King Albert Drive Unit 3B
Hilliard, Ohio 43026

UNKNOWN SPOUSE

IF ANY, OF KHADRA ADAN

4833 King Albert Drive Unit 3B
Hilliard, Ohio 43026

FRANKLIN COUNTY TREASURER

373 South High Street 17th Floor
Columbus, Ohio 43215

STATE OF OHIO DEPARTMENT OF
TAXATION

30 East Broad Street, 14th Floor
Columbus, Ohio 43215

Defendants.

CASE NO.

JUDGE

COMPLAINT FOR FORECLOSURE

PERM PARCEL NO.

050-004922-00

Now comes Plaintiff, Avery Estates Condominium Association, by and through counsel, and for its Complaint for Foreclosure, states as follows:

FIRST COUNT

1. Plaintiff is an existing corporation, not for profit, organized under the laws of the State of Ohio and was formed in accordance with Chapter 5311 of the Ohio Revised Code to act as the Association of Unit Owners for the Avery Estates Condominium Association.

2. Defendants, Hodo Adheys and Khadra Adan, own the condominium unit known as 4833 King Albert Drive Unit 3B, Hilliard, Ohio 43026 and more fully described in the legal description contained in the Preliminary Judicial Report attached hereto as Exhibit A (the "Property"). Upon taking title to the Property, Defendants, Hodo Adheys and Khadra Adan, became members of the Association and are bound by the Association's Declaration of Condominium Ownership (the "Declaration"), including but not limited to the payment of maintenance fees and assessments, late fees and attorney fees. A copy of said Declaration is not attached as it is filed with the Franklin County Recorder at Vol. 14396, Page G19 et seq. and constructive notice of its existence and contents is deemed to have been given to the "whole world" pursuant to Ohio Revised Code 1301.401(B); due to its size, it is impractical and economically inefficient to attach and serve on multiple parties,

especially in view of Defendant's ultimate obligation for such costs, and; upon information and belief, Defendants already possess a copy.

3. Defendants, Hodo Adheys and Khadra Adan are now in breach of their obligation by default in payment under the terms and conditions of the Declaration, and by reason thereof, there is currently due the Plaintiff from the Defendants, Hodo Adheys and Khadra Adan, based upon unpaid maintenance fees and assessments, late fees and attorney fees, the total sum of \$13,212.19 plus interest at the highest rate then permitted by law pursuant to O.R.C. 1343.01 as provided for in the Declaration of Condominium Ownership as of April 8, 2026.

4. Plaintiff is further owed from the Defendants, Hodo Adheys and Khadra Adan, maintenance fees and assessments, late fee and attorneys' fees incurred subsequent to the filing of this action up to the date of sale, the precise total amount of which is not presently ascertainable because it continues to accrue on a monthly basis.

SECOND COUNT

5. Plaintiff incorporates herein by reference all the allegations contained in its First Count, and further states that pursuant to the authority of Section 5311.18 of the Ohio Revised Code, the Plaintiff filed its Certificate of Lien on the property, attached hereto as Exhibit "B" to secure payment of the maintenance fees, common expenses and assessments. Said lien is a good and valid continuing lien,

second only to real estate taxes and prior recorded lien of first mortgages on the condominium unit, in accordance with Section 5311.18 of the Ohio Revised Code.

6. The Defendants named herein have or may claim to have an interest in the property described in the Preliminary Judicial Report, a copy of which is attached hereto as Exhibit A.

7. That Defendant, Hodo Adheys, may be married and that his spouse, Unknown Spouse, if any, of Hodo Adheys, may have an interest in the real property described herein.

8. That Defendant, Khadra Adan, may be married and that her spouse, Unknown Spouse, if any, of Khadra Adan, may have an interest in the real property described herein.

9. The Franklin County Treasurer may have an interest in the subject property by virtue of delinquent taxes due and owing.

10. Plaintiff states that the terms and conditions of the Declaration have been breached by reason of default in payment, and Plaintiff is entitled to foreclosure of its lien, and to have the Property appraised, advertised and sold, and the proceeds arising therefrom applied to the judgment of Plaintiff.

11. Plaintiff states it has complied with all conditions precedents prior to proceeding with this action.

12. In accordance with the condominium documents recorded with the Franklin County Recorder's office, Defendants, Hodo Adheys and Khadra Adan, have, by covenant, agreed to be responsible for the legal fees and court costs incurred in the within action. Pursuant to Nottingdale Homeowners' Assn., Inc. v. Darby (1987), 33 Ohio St.3d 32 and First Fed. Sav. Bank v. WSB Investments, Inc. (1990), 67 Ohio App. 3d 277, the courts held that the condominium instruments make defaulting unit owners responsible for attorney fees.

WHEREFORE, Plaintiff prays that:

- (a) Plaintiff be granted judgment against Defendants, Hodo Adheys and Khadra Adan, in the sum of \$13,212.19 plus interest at the rate of the highest rate of interest then permitted by law pursuant to O.R.C. 1343.01 upon which execution may issue;
- (b) Plaintiff be granted judgment for maintenance fees and assessments incurred subsequent to the filing of this action in an amount to be determined, plus interest and costs;
- (c) All Defendants be required to answer and set forth any claim that they may have in said premises or be forever barred;
- (d) Plaintiff's lien be found to be good and valid lien upon said property;

(e) All liens on said property be marshaled and the premises be ordered appraised, advertised and sold according to law;

(f) Plaintiff recover its costs herein, including the cost incurred for the preliminary judicial report;

(g) Plaintiff recover its attorney fees and court costs of the within action from the proceeds of the sale; or alternatively, that Plaintiff be granted judgment for attorneys' fees and costs, upon which execution may issue; and that

(h) Plaintiff be granted any additional relief to which it may be entitled to at law or in equity, including, but not limited to additional unpaid condominium maintenance fees and special assessments incurred subsequent to the filing of the within action.

KAMAN & CUSIMANO, LLC

/s/ Michelle L. Polly-Murphy

Magdalena E. Myers (0087846)
 Michelle L. Polly-Murphy (0072091)
 Attorneys for Plaintiff, Avery Estates
 Condominium Association
 8101 North High Street, Suite 370
 Columbus, Ohio 43235
 (614) 882-3100 / FAX (614) 882-3800
kcattorney@kamancus.com

**NOTICE REQUIRED BY THE FAIR DEBT
COLLECTION PRACTICES ACT**
(15 U.S.C. 1692 *et seq.*)

- 1) This notice is directed only to the party or parties who may be obligated to pay the debt referred to in the attached pleading. The amount of the debt is stated in the pleading attached hereto.
- 2) The debt is owed to Avery Estates Condominium Association. This communication is from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose. If a petition for bankruptcy protection has been filed, we are not suggesting personal liability on any pre-petition or dischargeable debt. The Association is only seeking pre-petition or dischargeable debt, if any, through the property.
- 3) Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days after receiving this notice that you dispute the validity of this debt or any portion of it, this office will obtain verification of the debt and mail you a copy of such verification. And if, within the same 30-day time period, you request the name and address of your original creditor, this office will furnish you with that information as well, if it is different than the current creditor.
- 4) All communications, including payoff requests, should be directed to Kaman & Cusimano, LLC, 8101 North High Street, Suite 370, Columbus, Ohio 43235, 888-800-1042.
- 5) If this was issued by the Clerk of Courts, the summons states that you have 28 days to serve an answer. You must do so within that time or you will be in default. The 30-day right for verification of the debt, as set forth in paragraph 3 above, is separate from the 28 days you have to serve your answer. Do not confuse the two. Your request for verification of the debt will not relieve you of the need to serve your answer within 28 days. Please read the summons issued by the clerk carefully for instructions concerning filing your answer with the court.

	Preliminary Judicial Report
Judicial Report	ISSUED BY Commonwealth Land Title Insurance Company POLICY NUMBER: 8148435-48880880

Guaranteed Party Name:

Avery Estates Condominium Association
c/o K&C Service Corp.- Statutory Agent
8101 N. High Street, Suite 370
Columbus, OH, 43235

Order No.: **J260427**Client No.: **DWK**Effective Date: **March 25, 2026 at 7:00 A.M.**

Pursuant to your request for a Preliminary Judicial Report (hereinafter "the Report") for use in judicial proceedings, **Commonwealth Land Title Insurance Company** (Hereinafter "the Company") hereby guarantees in an amount not to exceed **\$25,000.00** that it has examined the public records in **Franklin County**, Ohio as to the land described in Schedule A, that the record title to the land is at the date hereof vested in **Hodo Adheys and Khadra Adan, for their joint lives, remainder to the survivor of them** by instrument recorded in **Instrument Number 202011050175589** and free from all encumbrances, liens or defects of record, except as shown in Schedule B.

This is a guarantee of the record title only and is made for the use and benefit of the Guaranteed Party and the purchaser at judicial sale thereunder and is subject to the Exclusions from Coverage, the Exceptions contained in Schedule B and the Conditions and Stipulations contained herein.

This Report shall not be binding or valid until it has been signed by either an authorized agent or representative of the Company and Schedules A and B have been attached hereto.

Issuing Agent: Ohio Title CorpAgent ID No.: **31346.3.81.35**Address: **7085 Pearl Road**City, State, Zip: **Middleburg Hts., OH 44130**Telephone: **440.886.6141**

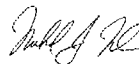
In Witness Whereof, **Commonwealth Land Title Insurance Company** has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

Countersigned

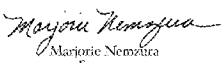
Ohio Title Corp

COMMONWEALTH LAND TITLE INSURANCE COMPANY

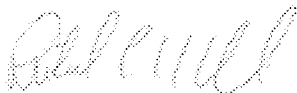
By:


Michael J. Nolan
President

ATTEST:


Marjorie Nemzura
Secretary

By:



This jacket was created electronically and constitutes an original document

**EXHIBIT A
LEGAL DESCRIPTION**

File Number: **J260427**

Situated in the City of Hilliard, County of Franklin and State of Ohio:

Being Unit Number 3B of Avery Estates Condominium and its undivided interest in the common elements appurtenant to it, as the same is numbered designated, delineated and described in the Declaration and drawings thereof of record respectively as Official Record Volume 14396, Page G19 and Condominium Plat Book 45, Pages 75-87, and as amended thereafter, Recorder's Office, Franklin County, Ohio.

**Premises commonly known as:
4833 King Albert Drive, Unit 3B
Hilliard, OH 43026**

**Permanent Parcel No(s):
050-004922-00**

End of Exhibit A Legal Description

Order No.: **J260427**

Client No.: **DWK**

SCHEDULE B

The matter shown below are exceptions to this Preliminary Judicial Report and the Company assumes no liability arising therefrom.

1. **We have made no examination for easements, restrictions, setback lines, declarations, conditions, covenants, reservations, rights-of-way and mineral leases, if any, affecting the caption premises and no coverage for said matters, express or implied, is provided herein.**
2. **All terms, conditions, restrictions, easements assessments or obligations set forth in or arising from the Declaration of Condominium Ownership and By-Laws of the Condominium Owner's Association as recorded in Official Records Volume 14396, Page G19 and any and all amendments thereto and as depicted in Plat Plat Book 45, Pages 75-87 of the Franklin County Records.**
3. **CERTIFICATE OF LIEN: Avery Estates Condominium Association vs. Hodo Adheys and Kadra Adan, 4833 King Albert Drive, Unit 3B, Hilliard, Ohio 43026 in the amount of \$9,285.07 plus interests and costs. Dated October 9, 2025 Filed October 9, 2025 at 2:14 PM and recorded in Instrument Number 202510090114823 of Franklin County Records.**
4. **JUDGMENT LIEN: State of Ohio, Department of Taxation, Judgment Creditor, vs. Farhan A. Muse and Khadra N. Aden, 5914 Broomwood Loop S, Columbus, OH 43230-8500, Judgment Debtor, Originated in Franklin County Common Pleas Court, Amount \$1,627.00 plus interest and costs. Judgment Dated November 20, 2025, Filed November 21, 2025, Judgment Lien No. 25 JG 096269.**
5. **For tax information, Permanent Parcel Number 050-004922-00 see tax information attached.**

End of Schedule B

Printable page**Parcel ID: 050-004922-00****Map Routing: 050-T140AA-00600****ADHEYS HODO****4833 KING ALBERT DR 3B****TAX STATUS**

Property Class	R - Residential
Land Use	550 - CONDOMINIUM
Tax District	050 - CITY OF HILLIARD
Net Annual Tax	4,045.06
Taxes Paid	
CDQ	2025

2025 TAXABLE VALUE

	Land	Improvements	Total
Base	10,680	49,880	60,560
TIF	0	0	0
Exempt	0	0	0
Total	10,680	49,880	60,560

NOTICE ON PAYMENTS AND PENALTIES

Due to system maintenance at the Franklin County Treasurer's Office, payment and penalty information may be delayed or temporarily inaccurate. Please allow 3 to 5 weeks from the date of payment for updates to appear.

For questions, contact the Auditor's Office at (614) 525-HOME (4663).

TAX YEAR DETAIL

	Annual	Adjustment	Payment	Total
Original Tax	9,251.14	0.00		
Reduction	-4,792.10	0.00		
Adjusted Tax	4,459.04	0.00		
Non-Business Credit	-331.18	0.00		
Owner Occupancy Credit	-82.80	0.00		
Homestead Credit	0.00	0.00		
Current Tax	4,045.06	0.00	0.00	4,045.06
Prior	789.26	0.00	0.00	789.26
Penalty	78.93	202.25	0.00	281.18
Interest	0.00	28.94	0.00	28.94
SA	0.00	0.00	0.00	0.00
Total	4,913.25	231.19	0.00	5,144.44
1st Half	2,890.72	231.19	0.00	3,121.91
2nd Half	2,022.53	0.00	0.00	2,022.53

PAYMENT HISTORY

To see your payment history, please visit the Treasurer's website by [clicking here](#).

CONDITIONS AND STIPULATIONS OF THIS PRELIMINARY JUDICIAL REPORT

1. Definition of Terms

- (a) "Guaranteed Party": The party or parties named herein or the purchaser at judicial sale.
- (b) "Guaranteed Claimant": Guaranteed Party claiming loss or damage hereunder.
- (c) "Land": The land described specifically or by reference in Schedule A, and improvements affixed thereto, which by law constitute real property; provided however the term "land" does not include any property beyond the lines of the area specifically described or referred to in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, lanes, ways or waterways.
- (d) "Public Records": Those records under state statute and, if a United States District Court resides in the county in which the Land is situated, the records of the clerk of the United States District Court, which impart constructive notice of matters relating to real property to purchasers for value without knowledge and which are required to be maintained in certain public offices in the county in which the land is situated.

2. Determination of Liability

This Report together with any Final Judicial Report or any Supplement or Endorsement thereof, issued by the Company is the entire contract between the Guaranteed Party and the Company.

Any claim of monetary loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest guaranteed hereby or any action asserting such claim, shall be restricted to this Report.

3. Liability of Company

This Report is a guarantee of the record title of the Land only, as disclosed by an examination of the Public Records herein defined.

4. Notice of Claim to be given by Guaranteed Claimant

In case knowledge shall come to the Guaranteed Party of any lien, encumbrance, defect, or other claim of title guaranteed against and not excepted in this Report, whether in a legal proceeding or otherwise, the Guaranteed Party shall notify the Company within a reasonable time in writing and secure to the Company the right to oppose such proceeding or claim, or to remove said lien, encumbrance or defect at its own cost. Any action for the payment of any loss under this Report must be commenced within one year after the Guaranteed Party receives actual notice that they may be

required to pay money or other compensation for a matter covered by this Report or actual notice someone claims an interest in the Land covered by this Report.

5. Extent of Liability

The liability of the Company shall in no case exceed in all the amount stated herein and shall in all cases be limited to the actual loss, including but not limited to attorneys fees and costs of defense, only of the Guaranteed Party. Any and all payments under this Report shall reduce the amount of this Report *pro tanto* and the Company's liability shall terminate when the total amount of the Report has been paid.

6. Options to Pay or Otherwise Settle Claims; Termination of Liability

The Company in its sole discretion shall have the following options:

- (a) To pay or tender to the Guaranteed Claimant the amount of the Report or the balance remaining thereof, less any attorneys fees, costs or expenses paid by the Company to the date of tender. If this option is exercised, all liability of the Company under this Report terminates including but not limited to any liability for attorneys fees, or any costs of defense or prosecution of any litigation.
- (b) To pay or otherwise settle with other parties for or in the name of the Guaranteed Claimant any claims guaranteed by this Report.
- (c) To continue, re-open or initiate any judicial proceeding in order to adjudicate any claim covered by this Report. The Company shall have the right to select counsel of its choice (subject to the right of the Guaranteed Claimant to object for reasonable cause) to represent the Guaranteed Claimant and will not pay the fees of any other counsel.
- (d) To pay or tender to the Guaranteed Claimant the difference between the value of the estate or interest as guaranteed and the value of the estate or interest subject to the defect, lien or encumbrance guaranteed against by this Report.

7. Notices

All notices required to be given to the Company shall be given promptly and any statements in writing required to be furnished to the Company shall be addressed to the Company at its office, **P.O Box 45023, Jacksonville, FL 32232-5023, 800-925-0965.**

EXCLUSIONS FROM COVERAGE

- 1. The Company assumes no liability under this Report for any loss, cost or damage resulting from any physical condition of the Land.
- 2. The Company assumes no liability under this Report for any loss, cost or damage resulting from any typographical, clerical or other errors in the Public Records.

3. The Company assumes no liability under the Report for matters affecting title subsequent to the date of this Report or the Final Judicial Report or any supplement thereto.
4. The Company assumes no liability under this Report for the proper form or execution of any pleadings or other documents to be filed in any judicial proceedings.
5. The Company assumes no liability under this Report for any loss, cost, or damage resulting from the failure to complete service on any parties shown in Schedule B of the Preliminary Judicial Report and the Final Judicial Report or any Supplemental Report issued thereto.

**Instrument Number: 202510090114823****Recorded Date: 10/09/2025 2:14:06 PM**

Daniel J. O'Connor Jr.
Franklin County Recorder
373 South High Street, 18th Floor
Columbus, OH 43215
(614) 525-3930
<http://Recorder.FranklinCountyOhio.gov>
Recorder@FranklinCountyOhio.gov

Return To (Simplifile):

Kaman & Cusimano, LLC - Ohio Recording
8101 N High St Suite 370, Columbus, OH 43235
Columbus , OH 43235

Simplifile

Transaction Number: T20250079009**Document Type: LIEN****Document Page Count: 2****Submitted By (Simplifile):**

Kaman & Cusimano, LLC - Ohio Recording
8101 N HIGH ST SUITE 370 COLUMBUS OH 43235
Columbus, OH 43235

Simplifile

First Grantor:

HODO ADHEYS

First Grantee:

AVERY ESTATES CONDOMINIUM ASSN [REDACTED]

Fees:

Document Recording Fee: \$34.00

Total Fees: \$34.00**Amount Paid:** \$34.00**Amount Due:** \$0.00**Instrument Number: 202510090114823****Recorded Date: 10/09/2025 2:14:06 PM****OFFICIAL RECORDING COVER PAGE****DO NOT DETACH**

THIS PAGE IS NOW PART OF THIS RECORDED DOCUMENT

NOTE: If the document data differs from this cover sheet, please first check the document on our website to ensure it has been corrected. The document data always supersedes the cover page.

If an error on the cover page appears on our website after review please let our office know.

COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION.

AVERY ESTATES CONDOMINIUM ASSOCIATION
CERTIFICATE OF CONTINUING LIEN

Pursuant to Ohio Revised Code § 5311.18 and Article XV, Section 5 of the Declaration of Condominium Ownership for Avery Estates Condominium, filed for record in Vol. 14396, Page G19, *et seq.* of Franklin County Records, the undersigned, Avery Estates Condominium Association, hereby claims a continuing lien against the following unit in said Condominium Property and the appurtenant undivided interest in the Common Elements:

Record Owner: Hodo Adheys and Khadra Adan
Description of Unit: 4833 King Albert Drive Unit 3B PPN: 050-004922-00
Hilliard, Ohio 43026

Amount: \$9,285.07, plus interest the maximum rate allowable by law from September 22, 2025 and any unpaid assessments accruing hereinafter until this lien is satisfied.

State of Ohio, }
County of Franklin } ss

IN WITNESS WHEREOF, Avery Estates Condominium Association has caused this Certificate of Lien to be executed by its duly authorized representative this 9th day of October, 2025.

Avery Estates Condominium Association

By:


Designated Representative
Michelle L. Polly-Murphy, Esq.

Subscribed and sworn to before me by Michelle L. Polly-Murphy, Esq. this 9th day of October, 2025.


Notary Public

This instrument was prepared by
Michelle L. Polly-Murphy, Esq.
Kaman & Cusimano, LLC
8101 North High Street, Suite 370
Columbus, Ohio 43235
(614) 470-0785



Micah Nielsen
Notary Public, State of Ohio
My Commission Expires 09-16-2030

0H804 - T99

Franklin County Ohio Clerk of Courts of the Common Pleas- 2026 Apr 10 5:13 PM-26CV003433

Situated in the County of Franklin, in the State of Ohio and the City of Hilliard:

Being Unit Number 3B of Avery Estates Condominium and its undivided interest in the common elements appurtenant to it, as the same is numbered, designated, delineated and described in the Declaration and Drawings thereof, of record respectively as Official Record Volume 14396, page G19 and Condominium Plat Book 45, Pages 75-87, and as amended thereafter, Recorder's Office, Franklin County, Ohio.