



CASES HANDLED BY SIKORA LAW LLC THAT MADE FAVORABLE TITLE & ESCROW LAW

Williams v. Schneider, 2017-Ohio-9152

Sufficiency of a description necessary for a mortgage to encumber real property

Cent. Mortg. Co. v. Seye, 2017-Ohio-8713

A technical defect in an acknowledgment clause of a mortgagee may be reformed when the challenge is brought by the mortgagors

***Spellman Outdoor Advertising Servs., L.L.C. v. Ohio Dept. of Transp., 2017-Ohio-950;*
*Appeal not accepted for review, 2017-Ohio-8371***

Substantive real property issues should be decided by Ohio courts, not Ohio administrative agencies

***Spellman Outdoor Advertising Services, L.L.C. v. Ohio Turnpike and Infrastructure Comm., 2016-Ohio-7152;*
*Ohio Turnpike Comm. v. Spellman, 2010-Ohio-1705***

Instruments in a separate chain of title do not afford constructive notice so as to affect subsequent purchasers

Castin, L.L.C. v. First Am. Title Ins. Co., 2014-Ohio-476

Title insurance companies do not generally have an affirmative obligation to take steps to address a title issue, unless title is challenged by a third party

Countrywide Home Loans, Inc. v. Korb, 2011-Ohio-2094; ABN AMRO Mtge. Group v. Kangah, 180 Ohio App. 3d 689, 2009-Ohio-359, 906 N.E. 2d 1195; Fed. Natl. Mtge. Assoc. v. Webb, 5th Dist., 2006-Ohio-3574

Obtained more favorable Ohio Appellate Court decisions on equitable subrogation than any other law firm in Ohio

ABN AMRO Mtge. Group, Inc. v. Roush, 2005-Ohio-1763

Established precedent that extended bona fide purchaser law to bona fide mortgagees

FirstMerit v. Beers, 2007-Ohio-4253

Solidified, clarified, and reinforced bona fide mortgagee law

Cleveland Constr., Inc. v. Schneider, 2012-Ohio-5707

A construction mortgage is entitled to super-priority over competing mechanic's liens when it contains the statutory covenants, the correct name and address of the mortgagee, and the loan proceeds are used to satisfy a prior lien or to fund improvements

Miller v. Romanowski, 2014-Ohio-1517

Mere references to streets in instruments in the chain of title may give rise to express easement rights, even if those streets are not ultimately dedicated

S.V. Inc. v. Casey, 2013-Ohio-1882

Clarified and refined the elements required to prove an implied easement by necessity for the owner of a landlocked parcel

Williams v. Phillips, 5th Dist. No. 98CA00072, 1999 WL 436813 (June 3, 1999)

A prescriptive easement requires proof by clear and convincing evidence of adverse use for 21 consecutive years

***Starman, Inc. v. Jaftak Realty Invest., Ltd.*, 2006-Ohio-779**

The standard for reformation of an instrument affecting real property is clear and convincing evidence of mutual mistake

***CitiMortgage v. Kermeen*, 2012-Ohio-1655**

A mortgage may be reformed when it omits a title holder's name from the granting clause and acknowledgment clause and the signers do not respond to Requests for Admissions

***Opaczewski v. Port Lawrence Title & Trust Co.*, 2011-Ohio-360**

The protections of a title guaranty are inferior to those afforded by a policy of title insurance

***Turner v. Fox*, 2005-Ohio-677**

Dedication, even if imperfectly done, may be sufficient to create an easement for roadway purposes

***Drown v. Wells Fargo Bank, N.A., et al. (In re Scott)*, 424 B.R. 315 (Bankr. S.D. Ohio 2010), aff'd. *Drown v. Wells Fargo Bank, N.A., et al. (In re Scott)*, 2011 WL 1188434 (S.D. Ohio 2011)**

Bankruptcy trustees may not attack mortgages based upon alleged defects in the execution of vesting deeds granted to mortgagors

***HSBC Bank, N.A. v. Lee*, 2012 Ohio 648, appeal not accepted for review; *HSBC Bank, N.A. v. Lee*, 130 Ohio St.3d 1495 (2011)**

A title insurance company is bound only to the terms of the title insurance policy that it issued, and does not generally have the duties of an abstractor of title

***Anderson v. Preferred Title & Guaranty Agency, Inc.*, 2014-Ohio-518**

The errors of a title and closing agent should not be imputed to the title insurance company merely based upon the existence of an agency agreement

***In re Barnhart*, 447 B.R. 551 (Bankr.S.D. Ohio 2011)**

Established correct (and lowest) calculation of the present value of a dower interest under Ohio law

***In re First Ohio Title Svc.*, S.D. Ohio No. 01-01222 (June 17, 2002)**

***See also, In re First Ohio Title Svc.*, S.D. Ohio No. 02-00540 (October 8, 2002)**

Escrow funds should not be characterized as property of the bankruptcy estate

***Weatherseal Home Improvements v. Sable*, 2014 Mich. App. Lexis 1938**

Judgment liens do not have priority over prior, unrecorded conveyances, and bona fide purchasers for value receive their interests free and clear of judgment liens

***Kovacs v. First Union Home Equity Bank (In re Huffman)*, 408 F.3d 290 (6th Cir. 2005); *In re Stewart*, 96 Ohio St.3d 67, 2002-Ohio-3526; *Sayer v. Epler*, 93 Ohio St.3d 1496 (2001)**

Filed more Amicus Briefs on behalf of the Ohio Land Title Association than any other attorney in Ohio

***Argent Mtge. Co., LLC v. Drown (In re Bunn)*, 578 F.3d 487 (6th Cir. 2009)**

One of those Amicus Briefs resulted in a favorable determination on constructive notice against bankruptcy trustees with respect to an insured mortgage that did not include a legal description
