



## Ohio Revised Code

### Section 2323.13 Warrant of attorney to confess.

Effective: January 1, 1974

Legislation: House Bill 243

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(A) An attorney who confesses judgment in a case, at the time of making such confession, must produce the warrant of attorney for making it to the court before which he makes the confession. Notwithstanding any agreement to the contrary, if the maker or any of several makers resides within the territorial jurisdiction of a municipal court established under section 1901.01 of the Revised Code, or signed the warrant of attorney authorizing confession of judgment in such territory, judgment on such warrant of attorney shall be confessed in the municipal court having jurisdiction in such territory, provided the court has jurisdiction over the subject matter; otherwise, judgment may be confessed in any court in the county where the maker or any of several makers resides or signed the warrant of attorney. The original or a copy of the warrant shall be filed with the clerk.

(B) The attorney who represents the judgment creditor shall include in the petition a statement setting forth to the best of his knowledge the last known address of the defendant.

(C) Immediately upon entering any such judgment the court shall notify the defendant of the entry of the judgment by personal service or by registered or certified letter mailed to him at the address set forth in the petition.

(D) A warrant of attorney to confess judgment contained in any promissory note, bond, security agreement, lease, contract, or other evidence of indebtedness executed on or after January 1, 1974, is invalid and the courts are without authority to render a judgment based upon such a warrant unless there appears on the instrument evidencing the indebtedness, directly above or below the space or spaces provided for the signatures of the makers, or other person authorizing the confession, in such type size or distinctive marking that it appears more clearly and conspicuously than anything else on the document:

"Warning--By signing this paper you give up your right to notice and court trial. If you do not pay on time a court judgment may be taken against you without your prior knowledge and the powers of a court can be used to collect from you regardless of any claims you may have against the creditor



whether for returned goods, faulty goods, failure on his part to comply with the agreement, or any other cause."

(E) A warrant of attorney to confess judgment contained in any instrument executed on or after January 1, 1974, arising out of a consumer loan or consumer transaction, is invalid and the courts shall have no jurisdiction to render a judgment based upon such a warrant. An action founded upon an instrument arising out of a consumer loan or a consumer transaction as defined in this section is commenced by the filing of a complaint as in any ordinary civil action.

Notice of the filing shall be served on the defendant and returned in the same manner as in other cases and shall read as follows:

"To: (HERE INSERT THE NAME OF THE DEFENDANT OR DEFENDANTS)

"(HERE INSERT THE NAME OF PLAINTIFF OR PLAINTIFFS) ask judgment in this court against you for (HERE INSERT THE AMOUNT CLAIMED IN DOLLARS AND CENTS) upon the following claim (HERE INSERT THE NATURE OF THE CLAIM AND DESCRIPTION OF THE INSTRUMENT).

"The court may enter judgment upon this claim if no answer is filed within the time allowed by law. If an answer is filed, a trial shall be held within sixty days of the date of filing of the answer.

"You have a right to retain an attorney. If you do not file an answer, judgment may be entered against you by default, and your earnings may be subjected to garnishment or your property may be attached to satisfy the judgment. If your defense is supported by witnesses, account books, receipts, or other documents, you must produce them at the trial. Subpoenas for witnesses and subpoenas duces tecum, if requested by a party, will be issued by the clerk."

If an answer is filed, a trial shall be held within sixty days of the date of filing of the answer, unless for good cause shown the court may continue the same.

As used in this section:



(1) "Consumer loan" means a loan to a natural person and the debt incurred is primarily for a personal, family, educational, or household purpose. The term "consumer loan" includes the creation of debt by the lender's payment of or agreement to pay money to the debtor or to a third party for the account of the debtor; the creation of a debt by a credit to an account with the lender upon which the debtor is entitled to draw; and the forbearance of debt arising from a consumer loan.

(2) "Consumer transaction" means a sale, lease, assignment, award by chance, or other transfer of an item of goods, a service, franchise, or an intangible, to an individual for purposes that are primarily personal, family, educational, or household.