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HAMILTON COUNTY CLERK OF COURTS**

**COMMON PLEAS DIVISION**

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**PAVAN PARIKH  
Clerk of Courts  
Hamilton County, Ohio  
CONFIRMATION 1362150**

**TRUIST BANK FKA BRANCH  
BANKING AND TRUST CO  
SUCSES  
vs.  
RICHARD W HUNT**

**A 2303621**

**FILING TYPE: INITIAL FILING (FORECLOSURE-OUT OF  
COUNTY)**

**PAGES FILED: 32**

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

TRUIST BANK FKA BRANCH BANKING  
AND TRUST COMPANY SUCCESSOR  
BY MERGER TO THE BANK OF  
KENTUCKY INC.  
1001 SEMMES AVENUE, 4TH FLOOR  
RICHMOND, VA 23224

CASE NO. \_\_\_\_\_

Plaintiff,

vs.

RICHARD W. HUNT  
2158 GRANDIN ROAD  
CINCINNATI, OH 45208

**COMPLAINT IN FORECLOSURE**

Permanent Parcel No: 046-0001-0015-00

LINDER M. HUNT  
2158 GRANDIN ROAD  
CINCINNATI, OH 45208

Defendant(s).

**COUNT ONE**

1. Plaintiff is entitled to enforce a note, which has been duly endorsed, the original of which is in plaintiff's possession. A copy of the note is attached hereto as Exhibit A.
2. There has been a default under the terms of the note; plaintiff has performed all conditions precedent; and plaintiff has properly accelerated the debt.
3. There is due to plaintiff from the defendants, Richard W. Hunt and Linder M. Hunt, upon the note, the sum of \$137,101.71, with interest at the rate of 8.9900% per year from December 25, 2022, and as may be subsequently adjusted pursuant to the terms of the Note, plus court costs, advances, and other charges as allowed by law.



23-14098 FC01

COUNT TWO

4. Plaintiff incorporates the allegations of Count One and further states that the note is secured by a mortgage, a copy of which is attached hereto as Exhibit B. The mortgage is a valid lien upon the real estate described in the legal description attached hereto as Exhibit C (herein referred to as the "Real Property").

5. The mortgage given by Defendants, Richard W. Hunt and Linder M. Hunt, was filed for record on December 11, 2012, as Mortgage Book 12187, Page 00627, of the county recorder's records. The conditions of defeasance contained therein have been broken; plaintiff has complied with all conditions precedent; and plaintiff is entitled to have said mortgage foreclosed. Copies of the merger documents for Truist Bank fka Branch Banking and Trust Company successor by merger to The Bank of Kentucky Inc. are attached hereto as Exhibits D and E.

6. Defendants, Richard W. Hunt and Linder M. Hunt, may claim an interest or right in the Real Property by virtue of being current title-holders and any other interest Defendants may have in the Real Property.

WHEREFORE, plaintiff prays for judgment against defendant, Richard W. Hunt and Linder M. Hunt, in the amount of \$137,101.71, together with interest at the rate of 8.9900% per year from December 25, 2022, and as may be subsequently adjusted pursuant to the terms of the Note, plus court costs, advances, and other charges, as allowed by law; that plaintiff's mortgage be adjudged a valid lien upon the Real Property, and that said mortgage be foreclosed; that said Real Property may be ordered sold free and clear of all liens, claims and interests, and that plaintiff be paid out of the proceeds of such sale; for such other relief, legal and equitable, as may be proper and necessary; and that all the other defendants herein be required to set up their liens or interests in said Real Property

or be forever barred from asserting same.

Respectfully Submitted,

/s/ Benjamin M. Rodriguez  
Benjamin M. Rodriguez (0079289)  
Robert H. Young (0036743)  
Mark N. Dierks (0040668)  
Lori R. Leach (0069629)  
BROCK & SCOTT, PLLC  
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23-14098 FC01

## EXHIBIT A

|   |   |   |
|---|---|---|
| THE BANK OF KENTUCKY INC<br>111 LOOKOUT FARM DRIVE<br>CRESTVIEW HILLS, KY 41017 | RICHARD W. HUNT; LINDA M. HUNT<br>2158 GRANDIN ROAD<br>CINCINNATI, OH 45208 | Loan Numbe [REDACTED]<br>Agreement Date 11-16-2012<br>Credit Limit \$175,000.00<br>Maturity Date 11-16-2022 |
| Lender  | Borrower  | TAX-ID [REDACTED]   |

**EQUITY LINE-INTEREST ONLY PAYMENT**

**1. DEFINITIONS.** In this Agreement, these terms have the following meanings.

**A. Pronouns.** The pronouns "I," "me" and "my" refer to all Borrowers signing this Agreement, jointly and individually, and each other person or legal entity that agrees to pay this Agreement. "You" and "your" refer to the Lender, or any person or legal entity that acquires an interest in the Line of Credit.

**B. Agreement.** Agreement refers to this **EQUITY LINE-INTEREST ONLY PAYMENT**, and any extensions, renewals, modifications or substitutions of it.

**C. Billing Cycle.** Billing Cycle means the interval between the days or dates of regular periodic statements.

**D. Credit Limit.** Credit Limit means the maximum amount of principal you will permit me to owe you under this Line of Credit, at any one time. My Credit Limit is stated at the top of this Agreement.

**E. Line of Credit.** Line of Credit refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction such as applications, security agreements, disclosures, and this Agreement.

**F. Loan Account Balance.** Loan Account Balance means the sum of the unpaid principal balance advanced under the terms of this Agreement, finance charges, fees, and other charges that are due, and other amounts advanced to me or others under the terms of this Line of Credit.

**G. Property.** Property means any real or personal property that secures my obligations under this Line of Credit.

Other important terms are defined throughout this Agreement.

**2. PROMISE TO PAY.** I promise to pay to you or your order, at your address, or at such other location as you may designate, so much of the Credit Limit as may be advanced under this Agreement, plus finance charges, fees, charges, costs, and expenses as described in this Line of Credit.

**3. AGREEMENT TERM.** This Agreement begins on the Agreement Date and continues until the Maturity Date. I may request advances for **10 YEARS** (Draw Period) beginning on the Agreement Date.

**4. ADVANCES.** I may request advances by the following methods:

**A.  I write a HOME EQUITY CHECK**

**B.  I draw my transaction account below \$\_\_\_\_\_ (Triggering Balance). Transaction account number \_\_\_\_\_**

**C.  I request a withdrawal IN PERSON, BY PHONE OR VIA THE INTERNET**

**D.  I make a purchase or withdrawal with my THE BANK OF KENTUCKY HELCO VISA CARD**

**E.  I authorize you to make a payment to a third person or another account.**

You will make the advance by advancing the amount directly to me, depositing it in my transaction account, or by paying a designated third person or account. You will record the amount as an advance and increase my Loan Account Balance.

**5. ADVANCE LIMITATIONS.** You do not have to make any advances during any period in which I have a right to cancel. My ability to request and access advances is also subject to the following additional limitations.

**A.  Initial Advance.** On \_\_\_\_\_ I will receive an initial Advance of \$\_\_\_\_\_.

**B. Minimum Advance.** Subject to the limitations contained in this Agreement, when I request an advance:  
**YOU WILL ADVANCE EXACTLY THE AMOUNT I REQUEST.**

**C.  Maximum Amount of Advances.** I may not request advances totaling more than \$175,000.00 per PERIOD \_\_\_\_\_.

**D.  Maximum Number of Advances.** I may not request more than advances per \_\_\_\_\_.

**E.  MINIMUM BALANCE.** I agree to maintain a principal balance outstanding during the term of this Agreement of at least \$\_\_\_\_\_ (Minimum Balance).

**7. CREDIT LIMIT.** Subject to the terms and conditions of this Agreement, I may borrow on this Line of Credit up to the Credit Limit. I agree not to request or obtain an advance that will cause the unpaid

principal of my Loan Account Balance to exceed the Credit Limit. I understand that you will not ordinarily grant a request for an advance that would cause the unpaid principal of my Loan Account Balance to be greater than the Credit Limit, but that you may, at your option, grant such a request without obligating yourselves to do so in the future. My Credit Limit will not be increased if I overdraw the Line of Credit. If I exceed the Credit Limit, I agree to pay the amount by which the unpaid principal of my Loan Account Balance exceeds the Credit Limit immediately, even if you have not yet billed me. Any sums in excess of the Credit Limit will not be secured by the Property, unless they are for accrued but unpaid interest or expenditures made pursuant to the security instrument securing the Property.

**8. COMPUTATION OF FINANCE CHARGES.** Finance charges begin to accrue immediately when you make an advance to me. Finance charges will be computed as follows:

TO FIGURE THE FINANCE CHARGE FOR EACH DAY IN A BILLING CYCLE, A DAILY PERIODIC RATE IS MULTIPLIED BY THE DAILY BALANCE OF MY LOAN ACCOUNT BALANCE EACH DAY. YOU THEN ADD UP THOSE DAILY FINANCE CHARGES TO FIGURE THE TOTAL FINANCE CHARGE FOR THAT BILLING CYCLE. TO FIGURE THE DAILY BALANCE, YOU FIRST TAKE MY LOAN ACCOUNT BALANCE AT THE BEGINNING OF EACH DAY, AND ADD ANY NEW ADVANCES, AND SUBTRACT ANY PAYMENTS OR CREDITS THAT APPLY TO DEBT REPAYMENT, AND ANY UNPAID FINANCE CHARGES, FEES, AND CHARGES. THIS GIVES YOU THE DAILY BALANCE.

**9. PERIODIC RATE AND ANNUAL PERCENTAGE RATE.** The periodic rate used in calculating the **FINANCE CHARGE** is **0.010932%** and the corresponding **ANNUAL PERCENTAGE RATE** is **3.980%**. The annual percentage rate includes interest and not other costs.

**10. VARIABLE RATE.** The annual percentage rate may change. It will be based on the value of the Index described as the:

**THE BASE RATE ON CORPORATE LOANS POSTED BY AT LEAST 70% OF THE 10 LARGEST U.S. BANKS KNOWN AS THE WALL STREET JOURNAL U.S. PRIME RATE**

plus **0.740** percentage points.

**A.  Rounding.** This rate will be rounded TO THE NEAREST .001

**B. Rate Changes.** The annual percentage rate may increase if the Index rate increases. An Index rate increase will result in a higher finance charge and it may have the effect of increasing my periodic Minimum Payment. A decrease in the Index rate will have the opposite effect as an increase. An Index rate increase or decrease will take effect **ON THE FIRST DAY OF THE BILLING CYCLE**.

The annual percentage rate can increase or decrease **MONTHLY** **( after remaining fixed for 1 MONTHS)**. If the Index rate changes more frequently than the annual percentage rate, you will use the Index rate in effect on the day you adjust the annual percentage rate to determine the new annual percentage rate. In such a case, you will ignore any changes in the Index rate that occur between annual percentage rate adjustments.

**C.  Carryover.** Any annual percentage rate increases or decreases not implemented by you either because of periodic, annual or lifetime rate caps, or because of a statutory limitation, may be carried over to subsequent rate adjustment periods and may be implemented to the extent not offset by opposite movement in the Index rate. If this occurs, the annual percentage rate will not relate to the Index rate in the manner described. When you have adjusted the annual percentage rate to take advantage of all increases or decreases in the Index rate, the initial relationship between the Index rate and the annual percentage rate will resume.

**D. Rate Change Limitations.** Annual percentage rate changes are subject to the following limitations. Initial discount or premium rates are not taken into consideration in applying interest rate limitations.

**(1)  Periodic Limits.** The **ANNUAL PERCENTAGE RATE** cannot increase by more than \_\_\_\_\_ percentage points ( or decrease by more than \_\_\_\_\_ percentage points )

**(2)  Lifetime Floor.** The **ANNUAL PERCENTAGE RATE** will never be lower than: **0.00%**

**(3) Lifetime Cap.** The **ANNUAL PERCENTAGE RATE** will never be higher than: **24.000%**

**11. FEES AND CHARGES.** I agree to pay, or have paid, the fees and charges listed in the **FEES APPENDIX** that appears at the end of this Agreement.

**12. PAYMENT DATE.** During the term of this Agreement, a Minimum Payment will be due on or before the Payment Date indicated on my periodic statement for any Billing Cycle in which there is an outstanding balance on my account. My Minimum Payments will be due: MONTHLY.

**13. MINIMUM PAYMENT.** On or before each Payment Date, I agree to make a payment of at least the Minimum Payment amount. The Minimum Payment will equal the following:

THE AMOUNT OF ACCRUED FINANCE CHARGES ON THE LAST DAY OF THE BILLING CYCLE.

A.  **Rounding.** The Minimum Payment will be rounded TO THE NEAREST .01

B.  **Payment Of Balance.** If my Loan Account Balance at the end of a Billing Cycle is less than \$\_\_\_\_\_ my Minimum Payment will equal the entire outstanding Loan Account Balance.

C. **Payment At Maturity.** On the Maturity Date I must pay the entire outstanding Loan Account Balance.

14.  **PRINCIPAL REDUCTION.** The Minimum Payment  will not reduce  may not fully repay the principal balance outstanding on my Loan Account Balance.

15.  **FINAL PAYMENT.** At maturity, I  may have to  will repay the entire outstanding Loan Account Balance in a single payment. At that time you may, but are not obligated to, refinance this Line of Credit. If you do refinance this Line of Credit at maturity, I understand that I may have to pay some or all of the closing costs normally associated with a new loan.

16. **ADDITIONAL PAYMENT TERMS.** If my Loan Account Balance on a Payment Date is less than the Minimum Payment amount, I must pay only the amount necessary to reduce my Loan Account Balance to zero or to any required Minimum Balance. If I otherwise fail to fully pay the Minimum Payment amount, you may, but are not required to, advance money to me to make the payment. All the terms of this Agreement will apply to such an advance. Subject to any required Minimum Balance, I can pay off all or part of what I owe at any time. I must continue to make my periodic Minimum Payment so long as I owe any amount. Unless otherwise agreed or required by applicable law, payments and other credits will be applied first to any charges I owe other than principal and finance charges, then to any finance charges that are due, and finally to principal. No late charge will be assessed on any payment when the only delinquency is due to late fees assessed on earlier payments and the payment is otherwise a full payment.

17.  **NEGATIVE AMORTIZATION.** Under some circumstances, my payments will not cover the finance charges that accrue and negative amortization will occur. Negative amortization will increase the amount that I owe you and reduce my equity in my home. In the event that negative amortization occurs, the unpaid portion will be:

18. **SECURITY.** You have secured my obligations under this Line of Credit by taking a security interest (by way of a separate security instrument dated 11-16-2012) in the following Property:

THE DWELLING AND REAL PROPERTY LOCATED AT:

2158 GRANDIN ROAD  
CINCINNATI, OH 45208

Property securing any other loans that I have with you may also secure this Agreement.

19. **PROPERTY INSURANCE.** I will insure or retain insurance coverage on the Property and abide by the insurance requirements of any security instrument securing this Line of Credit. I may obtain property insurance from anyone I want that is reasonably acceptable to you. If I get the insurance from or through you, I will pay \$\_\_\_\_\_ for \_\_\_\_\_ of coverage.

20. **COMMISSIONS.** I understand and agree that you (or your affiliate) will earn commissions or fees on any insurance products, and may earn such fees on other services that I buy through you or your affiliate.

21. **DEFAULT.** I will be in default if any of the following occur:

A. **Payments.** I fail to make a payment as required by this Agreement.

B. **Property.** My action or inaction adversely affects the Property or your rights in the Property.

C.  **Fraud.** I engage in fraud or material misrepresentation in connection with this Line of Credit.

22. **REMEDIES.** After I default, and after you give any legally required notice and opportunity to cure, you may at your option do any of the following:

A. **Termination and Acceleration.** You may terminate this Line of Credit and make all or any part of the amount owing by the terms of this Agreement immediately due.

B. **Advances.** You may temporarily or permanently prohibit any additional advances.

C. **Credit Limit.** You may temporarily or permanently reduce the Credit Limit.

D. **Additional Security.** You may demand additional security or additional parties to be obligated to pay this Agreement.

E. **Insurance Benefits.** You may make a claim for any and all insurance benefits or refunds that may be available on my default.

F. **Payments Made On My Behalf.** You may make amounts advanced on my behalf immediately due, and you may add these amounts to the Loan Account Balance.

G. **Sources.** You may use any and all remedies you have under applicable law or any agreement securing this Agreement.

Except as otherwise required by law, by choosing a remedy you do not give up your right to use another remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

23. **COLLECTION EXPENSES AND ATTORNEYS' FEES.** On or after default, to the extent permitted by law, I agree to pay the following:

ALL EXPENSES OF COLLECTION, ENFORCEMENT OR PROTECTION OF YOUR RIGHTS AND REMEDIES UNDER THIS AGREEMENT. EXPENSES INCLUDE, BUT ARE NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AS PROVIDED BY LAW, AND COURT COSTS. THIS AMOUNT DOES NOT INCLUDE ATTORNEYS' FEES FOR YOUR SALARIED EMPLOYEE. THESE EXPENSES ARE DUE AND PAYABLE IMMEDIATELY. IF NOT PAID IMMEDIATELY, THESE EXPENSES WILL BEAR INTEREST FROM THE DATE OF PAYMENT UNTIL PAID IN FULL AT THE HIGHEST INTEREST RATE IN EFFECT AS PROVIDED FOR IN THE TERMS OF THIS AGREEMENT. ALL FEES AND EXPENSES WILL BE SECURED BY THE PROPERTY I HAVE GRANTED TO YOU, IF ANY. TO THE EXTENT PERMITTED BY THE UNITED STATES BANKRUPTCY CODE, I AGREE TO PAY THE REASONABLE ATTORNEYS' FEES YOU INCUR TO COLLECT THIS DEBT AS AWARDED BY ANY COURT EXERCISING JURISDICTION UNDER THE BANKRUPTCY CODE.

#### 24. SUSPENSION OF CREDIT AND REDUCTION OF CREDIT LIMIT.

You may temporarily prohibit me from obtaining additional advances or reduce my Credit Limit during any period in which any of the following are in effect.

A. The value of the Property securing this Line of Credit declines significantly below its appraised value for purposes of this Line of Credit;

B. You reasonably believe that I will not be able to meet the repayment requirements under my Line of Credit due to a material change in my financial circumstances;

C. I am in default of a material obligation under this Line of Credit. I understand, that you consider all of my obligations to be material. Categories of obligations that you consider material include, but are not limited to: my obligation to not commit fraud or misrepresentation in connection with this Line of Credit; my obligation to meet the repayment terms of this Line of Credit; my obligation to not adversely affect the Property or your rights in the Property; my obligation to pay fees and charges; my advance obligations; my obligation to fulfill the terms of the instrument securing this Agreement, and any other security instruments on the Property; my obligation to notify you; and my obligation to provide you with information;

D. Government action prevents you from imposing the annual percentage rate provided for in this Agreement;

E. The priority of your security interest is adversely affected by government action to the extent that the value of the security interest is less than 120 percent of my Credit Limit;

F. The maximum annual percentage rate allowed under this Agreement is reached;

G. You are notified by a regulatory agency that continued advances constitute an unsafe and unsound practice; or

H. Any Borrower requests a suspension of credit privileges.

In order to reinstate my credit privileges under the original terms of this Agreement, I must send you a written request to that effect. My credit privileges will only be reinstated if you determine that the condition which caused you to prohibit additional extensions and/or reduce the Credit Limit no longer exists. If appraisal or credit report fees are incurred in making this determination, you may (if allowed by applicable law) charge me such fees. If credit privileges were suspended at my request, they need not be reinstated unless all Borrowers request reinstatement.

25. **SET-OFF.** You may set-off any amount due and payable under the terms of this Agreement against my right to receive money from you, unless prohibited by applicable law. For example, your right of set-off will not apply if I may obtain credit under this Agreement by using a credit card.

**26. AMENDMENTS.** Generally, the terms of this Agreement cannot be changed. You may, however, make the following changes:

- A. You may make changes that I agree to in writing at the time of the change.
- B. You may make changes that will unequivocally benefit me.
- C. You may make insignificant changes.
- D. You may change the Index and margin if the original Index becomes unavailable. Any new index will have an historical movement substantially similar to the original Index, and together with the new margin, produce an annual percentage rate substantially similar to the rate in effect at the time the original Index became unavailable.
- E. You may make changes that are described elsewhere in this Agreement.

**27. TERMINATION.** I may terminate this Line of Credit at any time upon written notice to you. Termination by one Borrower terminates the Line of Credit for all Borrowers. Termination will not affect my obligation to repay advances made prior to the termination, nor will it alter my duties to perform under the terms of an instrument securing this Agreement until such instrument is released. Upon termination I will return to you any remaining access devices in my possession that were issued or used in connection with the Line of Credit.

**28. WAIVERS AND CONSENT.** To the extent not prohibited by law and except for any required notice of right to cure for the failure to make a required payment, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor. To the extent not prohibited by law, I and any other party to this Line of Credit, also consent to the following actions that you may take, and waive defenses that may be available based on these actions, or based on the status of a party to this Line of Credit.

- A. You may renew or extend payments on this Agreement, regardless of the number of such renewals or extensions.
- B. You may release any Borrower or other person who may be liable for the indebtedness under this Agreement.
- C. You may release, substitute or impair any Property securing this Agreement.
- D. You may invoke your right of set-off.
- E. You may enter into any sales or repurchases of this Agreement to any person in any amounts and I waive notice of such sales or repurchases.
- F. I agree that any Borrower is authorized to modify the terms of this Agreement or any other Line of Credit document.
- G. You may inform any party who guarantees this Line of Credit of any loan accommodations, renewals, extensions, modifications, substitutions, or future advances.

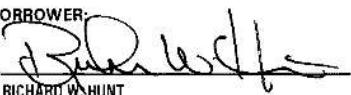
No delay or forbearance on your part in exercising any of your rights or remedies will be construed as a waiver by you, unless such waiver is in writing and is signed by you.

**29. TAX DEDUCTIBILITY.** I should consult a tax advisor regarding the deductibility of interest and charges under this Line of Credit.

**30. PERIODIC STATEMENTS.** If I have an outstanding balance on my account or have any account activity, you will send me a periodic statement at the end of each Billing Cycle. This periodic statement will reflect, among other things, credit advances, finance charges, other charges, payments made, other credits, my previous account balance and my new account balance. The periodic statement will also identify my Minimum Payment for the cycle and the date it is due (Payment Date).

**SIGNATURES.** I understand that terms following a  only apply if checked. By signing, I agree to the terms of this Agreement and acknowledge receipt of a copy of this Agreement.

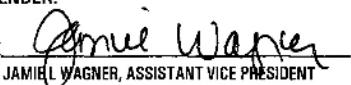
**BORROWER:**

x   
RICHARD W. HUNT

x   
LINDER M. HUNT

X \_\_\_\_\_ X \_\_\_\_\_ X \_\_\_\_\_

**LENDER:**

x   
JAMIEL WAGNER, ASSISTANT VICE PRESIDENT

#### MY BILLING RIGHTS KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about my rights and your responsibilities under the Fair Credit Billing Act.

##### Notify You In Case of Errors or Questions About My Bill

If I think my bill is wrong, or if I need more information about a transaction on my bill, I will write you at the address listed on my bill. I will write to you as soon as possible. You must hear from me no later than 60 days after you sent me the first bill on which the error or problem appeared. I can telephone you, but doing so will not preserve my rights.

In my letter, I will give you the following information: (a) My name and account number, (b) The dollar amount of the suspected error, (c) Describe the error and explain, if I can, why I believe there is an error. If I need more information, I will describe the item I am not sure about.

If I have authorized you to pay my bill automatically from my savings, checking, share draft or other account, I can stop the payment on any amount I think is wrong. To stop the payment my letter must reach you three business days before the automatic payment is scheduled to occur.

#### My Rights and Your Responsibilities After You Receive My Written Notice

You must acknowledge my letter within 30 days, unless you have corrected the error by then. Within 90 days, you must either correct the error or explain why you believe the bill was correct.

After you receive my letter, you cannot try to collect any amount I question, or report me as delinquent. You can continue to bill me for the amount I question, including finance charges, and you can apply any unpaid amount against my Credit Limit. I do not have to pay any questioned amount while you are investigating, but I am still obligated to pay the parts of my bill that are not in question.

If you find that you made a mistake on my bill, I will not have to pay any finance charges related to any questioned amount. If you didn't make a mistake, I may have to pay finance charges, and I will have to make up any missed payments on the questioned amount. In either case, you will send me a statement of the amount I owe and the date that it is due.

If I fail to pay the amount that you think I owe, you may report me as delinquent. However, if your explanation does not satisfy me and I write to you within ten days telling you that I still refuse to pay, you must tell anyone you report me to that I have a question about my bill. And, you must tell me the name of anyone you reported me to. You must tell anyone you report me to that the matter has been settled between us when it finally is. If you don't follow these rules, you can't collect the first \$50 of the questioned amount, even if my bill was correct.

#### Special Rule for Credit Card Purchases

If I have a problem with the quality of property or services that I purchased with a credit card, and I have tried in good faith to correct the problem with the merchant, I may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right: (a) I must have made the purchase in my home state or, if not within my home state within 100 miles of my current mailing address; and (b) The purchase price must have been more than \$50.

These limitations do not apply if you own or operate the merchant, or if you mailed me the advertisement for the property or services.

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#### FEES APPENDIX

##### OTHER CHARGES

MAINTENANCE FEE: \$65.00 DUE ANNUALLY

PREPAYMENT PENALTY FEE: \$325.00 DUE IF CLOSED WITHIN 3 YEARS

PROCESSING FEE FEE: \$135.00 DUE WHEN ACCOUNT IS OPENED

LATE CHARGE: A LATE CHARGE OF \$25.00 ON ANY PAYMENT NOT PAID WHEN DUE

TOTAL CLOSING COSTS WAIVED EXCEPT AS OTHERWISE DISCLOSED

RETURNED CHECK CHARGE: I AGREE TO PAY A FEE NOT TO EXCEED \$32.00 FOR EACH CHECK, NEGOTIABLE ORDER OF WITHDRAWAL OR DRAFT I ISSUE IN CONNECTION WITH THIS LINE OF CREDIT THAT IS RETURNED BECAUSE IT HAS BEEN DISHONORED.

STOP PAYMENT CHARGE: \$32.00

NON CONFORMING DOCUMENT  
ADDITIONAL RECORDING DATE  
11-16-12

*MD Benzinger EW*  
**DONALD G BENZINGER EVP**

Wayne Coates  
Hamilton County Recorders Office  
Doc #: 12-0159238 Type: MT  
Filed: 12/11/12 07:28:58 AM \$68.00  
Off. Rec. #: 12187 00627 F C26 7 82

Return To:  
THE BANK OF KENTUCKY INC  
111 LOOKOUT FARM DRIVE CRESTVIEW HILLS, KY 41017

## Open-End Mortgage (With Future Advance Clause)

- 1. Date and Parties.** The date of this Mortgage (Security Instrument) is 11-16-2012  
The parties and their addresses are:

**MORTGAGOR:**

RICHARD W. HUNT AND LINDER M. HUNT, HUSBAND AND WIFE  
2158 GRANDIN ROAD  
CINCINNATI, OH 45208

If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments.

**LENDER:**

THE BANK OF KENTUCKY INC  
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF KENTUCKY  
111 LOOKOUT FARM DRIVE  
CRESTVIEW HILLS, KY 41017

- 2. Conveyance.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, upon the statutory condition, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys and mortgages to Lender, with mortgage covenants, the following described property:

\*\*SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE\*\*\*\*\*

Return To:  
Southwest Financial Services, LTD.  
P.O. Box 300  
Cincinnati, OH 45273-8043

The property is located in HAMILTON  
(County)  
, CINCINNATI (City), Ohio 45208  
(Address) (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

Real Estate Security Instrument-Consumer-Open-End-OH OCP-REMTG-OH 8/14/2009  
VMP® Bankers Systems TM VMPC465OH (0908).00  
Wolters Kluwer Financial Services ©1994, 2009 Page 1 of 6

12187 627

- 3. Maximum Obligation Limit.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 175,000.00 This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.
- 4. Secured Debt and Future Advances.** The term "Secured Debt" is defined as follows:
- Debt incurred under the terms of all promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. *(You must specifically identify the debt(s) secured and you should include the final maturity date of such debt(s).)*

PROMISSORY NOTE DATED 11-16-2012 IN THE AMOUNT OF \$175,000.00

MATURITY DATE: 11-16-2022

- All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Mortgagor in favor of Lender after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.
- All other obligations Mortgagor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.
- All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument.

- 5. Mortgage Covenants.** Mortgagor agrees that the covenants in this section are material obligations under the Secured Debt and this Security Instrument. If Mortgagor breaches any covenant in this section, Lender may refuse to make additional extensions of credit and reduce the credit limit. By not exercising either remedy on Mortgagor's breach, Lender does not waive Lender's right to later consider the event a breach if it happens again.

**Payments.** Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.

**Prior Security Interests.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees to make all payments when due and to perform or comply with all covenants. Mortgagor also agrees not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written approval.

**Claims Against Title.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to

the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property. Lender is authorized to do all things provided to be done by a mortgagee under section 1311.14 of the Ohio Revised Code.

**Property Condition, Alterations and Inspection.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims and actions against Mortgagor, and of any loss or damage to the Property.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

**Authority to Perform.** If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument.

**Leaseholds; Condominiums; Planned Unit Developments.** Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

**Condemnation.** Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

**Insurance.** Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debt. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's

option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

**Financial Reports and Additional Documents.** Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.

6. **Due on Sale.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, a transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable.

7. **Default.** Mortgagor will be in default if any of the following occur:

**Fraud.** Any Consumer Borrower engages in fraud or material misrepresentation in connection with the Secured Debt that is an open end home equity plan.

**Payments.** Any Consumer Borrower on any Secured Debt that is an open end home equity plan fails to make a payment when due.

**Property.** Any action or inaction by the Borrower or Mortgagor occurs that adversely affects the Property or Lender's rights in the Property. This includes, but is not limited to, the following: (a) Mortgagor fails to maintain required insurance on the Property; (b) Mortgagor transfers the Property; (c) Mortgagor commits waste or otherwise destructively uses or fails to maintain the Property such that the action or inaction adversely affects Lender's security; (d) Mortgagor fails to pay taxes on the Property or otherwise fails to act and thereby causes a lien to be filed against the Property that is senior to the lien of this Security Instrument; (e) a sole Mortgagor dies; (f) if more than one Mortgagor, any Mortgagor dies and Lender's security is adversely affected; (g) the Property is taken through eminent domain; (h) a judgment is filed against Mortgagor and subjects Mortgagor and the Property to action that adversely affects Lender's interest; or (i) a prior lienholder forecloses on the Property and as a result, Lender's interest is adversely affected.

**Executive Officers.** Any Borrower is an executive officer of Lender or an affiliate and such Borrower becomes indebted to Lender or another lender in an aggregate amount greater than the amount permitted under federal laws and regulations.

8. **Remedies on Default.** In addition to any other remedy available under the terms of this Security Instrument, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default. In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure, or other notices and may establish time schedules for foreclosure actions.

At the option of the Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or any time thereafter. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it happens again.

9. **Expenses; Advances on Covenants; Attorneys' Fees; Collection Costs.** If Mortgagor breaches any covenant in this Security Instrument, Mortgagor agrees to pay all expenses Lender incurs in performing such covenants or protecting its security interest in the Property. Such expenses include, but are not limited to, fees incurred for inspecting, preserving, or otherwise protecting the Property and Lender's security interest. These expenses are payable on demand and will bear interest from the date of payment until paid in full at the highest rate of interest in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing

or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. To the extent permitted by the United States Bankruptcy Code, Mortgagor agrees to pay the reasonable attorneys' fees Lender incurs to collect the Secured Debt as awarded by any court exercising jurisdiction under the Bankruptcy Code. This Security Instrument shall remain in effect until released. Mortgagor agrees to pay for any recordation costs of such release.

- 10. Environmental Laws and Hazardous Substances.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
- B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
- C. Mortgagor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.
- D. Mortgagor shall immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.

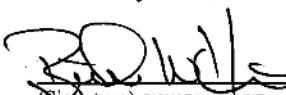
- 11. Escrow for Taxes and Insurance.** Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

- 12. Joint and Individual Liability; Co-Signers; Successors and Assigns Bound.** All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.

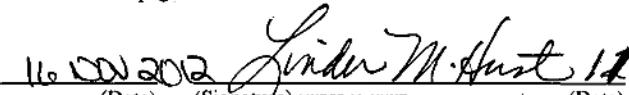
- 13. Severability; Interpretation.** This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.

- 14. Notice.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.
- 15. Waivers.** Except to the extent prohibited by law, Mortgagor waives all rights of appraisement, marshalling of liens and assets, and homestead exemption rights relating to the Property. Mortgagor does hereby remise, release, and forever quitclaim all their right and title of dower in the Property to Lender.
- 16. Line of Credit.** The Secured Debt includes a revolving line of credit. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
- 17. Applicable Law.** This Security Instrument is governed by the laws as agreed to in the Secured Debt, except to the extent required by the laws of the jurisdiction where the Property is located, and applicable federal laws and regulations.
- 18. Riders.** The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument.  
[Check all applicable boxes]
- Assignment of Leases and Rents     Other
- 19.  Additional Terms.**

**Signatures.** By signing below, Mortgagor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

  
(Signature) RICHARD W. HUNT

11-16-2012  
(Date)

  
(Signature) LINDER M. HUNT

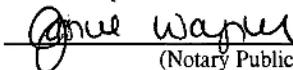
11-16-12  
(Date)

**Acknowledgment.**

STATE OF KENTUCKY , COUNTY OF Hamilton } ss.  
(Indi- This instrument was acknowledged before me this 16TH day of NOVEMBER, 2012  
vidual) by RICHARD W. HUNT; LINDER M. HUNT, HUSBAND AND WIFE

My commission expires:

(Seal)  
7-27-15

  
(Notary Public)

This instrument was prepared by  
THE BANK OF KENTUCKY INC  
111 LOOKOUT FARM DRIVE  
CRESTVIEW HILLS, KY 41017

Real Estate Security Instrument-Consumer-Open-End-OH OCP-REMTG-OH 8/14/2009  
VMP® Bankers Systems TM VMPC4650H (0908).00  
Wolters Kluwer Financial Services ©1994, 2009 Page 6 of 6

12187 632

## EXHIBIT "A" LEGAL DESCRIPTION

Page: 1 of 1

Account #: [REDACTED]  
Order Date : 10/30/2012  
Reference :  
Name : RICHARD HUNT  
LINDER HUNT  
Deed Ref : 7461/1439

Index #: [REDACTED]  
Registered Land:  
Parcel #: 46-1-15

SITUATE IN THE CITY OF CINCINNATI , HAMILTON COUNTY, OHIO, IN SECTION 32, TOWNSHIP 4, FRACTIONAL RANGE 2 MIAMI PURCHASE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTERLINE OF GRANDIN ROAD A DISTANCE OF 773.23 FEET SOUTHEASTWARDLY AS MEASURED ALONG SAID CENTERLINE OF GRANDIN ROAD FROM THE INTERSECTION OF THE EAST LINE OF MADISON ROAD WITH THE CENTERLINE OF SAID GRANDIN ROAD; THENCE ALONG THE CENTERLINE OF SAID GRANDIN ROAD SOUTH 74 DEG. 59' EAST A DISTANCE OF 120.32 FEET; THENCE NORTH 8 DEG. 27' EAST A DISTANCE OF 274.30 FEET; THENCE SOUTH 85 DEG. 38' WEST A DISTANCE OF 86.35 FEET TO THE POINT; THENCE SOUTH 16 DEG. 44' WEST A DISTANCE OF 244.22 FEET TO THE POINT OF BEGINNING.

SUBJECT TO ALL EASEMENTS, COVENANTS, CONDITIONS, RESERVATIONS, LEASES AND RESTRICTIONS OF RECORD, ALL LEGAL HIGHWAYS, ALL RIGHTS OF WAY, ALL ZONING, BUILDING AND OTHER LAWS, ORDINANCES AND REGULATIONS, ALL RIGHTS OF TENANTS IN POSSESSION, AND ALL REAL ESTATE TAXES AND ASSESSMENTS NOT YET DUE AND PAYABLE.

BEING THE SAME PROPERTY CONVEYED BY DEED RECORDED IN VOLUME 7461, PAGE 1439 OF THE HAMILTON COUNTY, OHIO RECORDS.

12187 633

# **EXHIBIT C**

## **LEGAL DESCRIPTION**

**SITUATE IN THE CITY OF CINCINNATI , HAMILTON COUNTY, OHIO, IN SECTION 32, TOWNSHIP 4, FRACTIONAL RANGE 2 MIAMI PURCHASE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT A POINT IN THE CENTERLINE OF GRANDIN ROAD A DISTANCE OF 773.23 FEET SOUTHEASTWARDLY AS MEASURED ALONG SAID CENTERLINE OF GRANDIN ROAD FROM THE INTERSECTION OF THE EAST LINE OF MADISON ROAD WITH THE CENTERLINE OF SAID GRANDIN ROAD; THENCE ALONG THE CENTERLINE OF SAID GRANDIN ROAD SOUTH 74 DEG. 59' EAST A DISTANCE OF 120.32 FEET; THENCE NORTH 8 DEG. 27' EAST A DISTANCE OF 274.30 FEET; THENCE SOUTH 85 DEG. 38' WEST A DISTANCE OF 86.35 FEET TO THE POINT; THENCE SOUTH 16 DEG. 44' WEST A DISTANCE OF 244.22 FEET TO THE POINT OF BEGINNING.**

**SUBJECT TO ALL EASEMENTS, COVENANTS, CONDITIONS, RESERVATIONS, LEASES AND RESTRICTIONS OF RECORD, ALL LEGAL HIGHWAYS, ALL RIGHTS OF WAY, ALL ZONING, BUILDING AND OTHER LAWS, ORDINANCES AND REGULATIONS, ALL RIGHTS OF TENANTS IN POSSESSION, AND ALL REAL ESTATE TAXES AND ASSESSMENTS NOT YET DUE AND PAYABLE.**

**BEING THE SAME PROPERTY CONVEYED BY DEED RECORDED IN VOLUME 7461, PAGE 1439 OF THE HAMILTON COUNTY, OHIO RECORDS.**

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# NORTH CAROLINA

## Department of the Secretary of State

### CERTIFICATE OF NAME CHANGE

I, ELAINE F. MARSHALL, Secretary of State of the State of North Carolina, do hereby certify that on the 6th day of December, 2019, an Articles of Amendment duly executed by the proper officer to change the corporate name of the corporation named below, were filed in this office:

Name at time of submission of Articles of Amendment:

**BRANCH BANKING AND TRUST COMPANY**

**Name Change To**

**TRUIST BANK**

The effective date of said amendment, if different from the date of filing was;  
12/7/2019

I FURTHER CERTIFY that this certificate is in compliance with North Carolina General Statutes 55D-26 and may be recorded in the office of the Register of Deeds in the same manner as deeds, the former name of the corporation appearing in the "Grantor" index and the amended name of the corporation appearing in the "Grantee" index.



Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 27th day of April, 2020.

*Elaine F. Marshall*

**Secretary of State**

| DATE<br>10/29/2015 | DOCUMENT ID<br>201530200826 | DESCRIPTION<br>Merger/Foreign (FMR) | FILING<br>99.00 | EXPED<br>100.00 | PENALTY<br>0.00 | CERT<br>0.00 | COPY<br>0.00 |
|--------------------|-----------------------------|-------------------------------------|-----------------|-----------------|-----------------|--------------|--------------|
|--------------------|-----------------------------|-------------------------------------|-----------------|-----------------|-----------------|--------------|--------------|

**Receipt**

This is not a bill. Please do not remit payment.

CT CORPORATION SYSTEM  
 JAMES H TANKS III  
 4400 EASTON COMMONS WAY, SUITE 125  
 COLUMBUS, OH 43219

**STATE OF OHIO  
 CERTIFICATE**

**Ohio Secretary of State, Jon Husted**

**2109789**

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

**BRANCH BANKING AND TRUST COMPANY**

and, that said business records show the filing and recording of:

Document(s)

Merger/Foreign

Document No(s):

**201530200826**

Effective Date: **10/28/2015**



United States of America  
 State of Ohio  
 Office of the Secretary of State

Witness my hand and the seal of the  
 Secretary of State at Columbus, Ohio this  
 29th day of October, A.D. 2015.

*Jon Husted*

**Ohio Secretary of State**

| DATE       | DOCUMENT ID  | DESCRIPTION                   | FILING | EXPED | PENALTY | CERT | COPY |
|------------|--------------|-------------------------------|--------|-------|---------|------|------|
| 10/29/2015 | 201530200826 | MERGED OUT OF EXISTENCE (MEX) | 0.00   | 0.00  | 0.00    | 0.00 | 0.00 |

**Receipt**

This is not a bill. Please do not remit payment.

CT CORPORATION SYSTEM  
 JAMES H TANKS III  
 4400 EASTON COMMONS WAY, SUITE 125  
 COLUMBUS, OH 43219

# STATE OF OHIO CERTIFICATE

**Ohio Secretary of State, Jon Husted**

1488810

It is hereby certified that the Secretary of State of Ohio has custody of the business records for  
**THE BANK OF KENTUCKY, INC.**

and, that said business records show the filing and recording of:

Document(s)

**MERGED OUT OF EXISTENCE**

Document No(s):

**201530200826**

Effective Date: 10/28/2015



United States of America  
 State of Ohio  
 Office of the Secretary of State

Witness my hand and the seal of the  
 Secretary of State at Columbus, Ohio this  
 29th day of October, A.D. 2015.

*Jon Husted*

Ohio Secretary of State



**Alison Lundergan Grimes  
Secretary of State**

**Certificate**

I, Alison Lundergan Grimes, Secretary of State for the Commonwealth of Kentucky, do hereby certify that the foregoing writing has been carefully compared by me with the original thereof, now in my official custody as Secretary of State and remaining on file in my office, and found to be a true and correct copy of

**ARTICLES OF MERGER OF**

**THE BANK OF KENTUCKY, INC. WITH AND INTO BRANCH BANKING AND TRUST COMPANY FILED JUNE 19, 2015.**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at Frankfort, Kentucky, this 16th day of October, 2015.



*Alison Lundergan Grimes*

Alison Lundergan Grimes  
Secretary of State  
Commonwealth of Kentucky  
dwilliams/0493080 - Certificate ID: 169090

EXAMINED AND APPROVED 06/17/2015  
 DEPARTMENT OF FINANCIAL INSTITUTIONS  
 COMMONWEALTH OF KENTUCKY

COMMISSIONER

0493080.09

balimono  
SUR

Alison Lundergan Grimes  
 Kentucky Secretary of State  
 Received and Filed:  
 6/19/2015 11:06 AM  
 Fee Receipt: \$50.00

## ARTICLES OF MERGER

of

THE BANK OF KENTUCKY, INC.  
 (a Kentucky corporation)

with and into

BRANCH BANKING AND TRUST COMPANY  
 (a North Carolina Corporation)

Pursuant to Section 362.541 of the Kentucky Revised Statutes ("KRS"), the undersigned surviving entity hereby submits the following Articles of Merger relating to the merger (the "Merger") of The Bank of Kentucky, Inc. with and into Branch Banking and Trust Company:

**FIRST:** The name of jurisdiction of formation of each of the constituent business entities (the "Constituent Business Entities") of the Merger is as follows:

| <u>Name</u>                      | <u>Jurisdiction of Formation</u> |
|----------------------------------|----------------------------------|
| Branch Banking and Trust Company | North Carolina                   |
| The Bank of Kentucky, Inc.       | Kentucky                         |

**SECOND:** The Agreement and Plan of Merger, dated November 14, 2014 (the "Merger Agreement"), by and between the Constituent Business Entities is attached hereto as Exhibit A.

**THIRD:** The name of the surviving business entity is Branch Banking and Trust Company (the "Surviving Corporation").

**FOURTH:** The Merger Agreement was duly authorized and approved by each of the Constituent Business Entities in accordance with the laws applicable to each such Constituent Business Entity.

**FIFTH:** The Surviving Corporation (i) agrees that it may be served with process in the Commonwealth of Kentucky in any proceeding for enforcement of any obligation of any Constituent Business Entity party to the Merger that was organized under the laws of the Commonwealth of Kentucky, as well as for enforcement of any obligation of the Surviving Corporation arising from the Merger; and (ii) appoints the Secretary of State of the Commonwealth of Kentucky as its agent for service of process in any such proceedings. A copy of any such process shall be mailed to the Surviving Corporation by the Secretary of State of the Commonwealth of Kentucky at the following address: 200 West Second Street, Winston-Salem, North Carolina 27101.

SIXTH: The Merger is to become effective at 11:59 p.m. on June 19, 2015.

[Signature page follows]

**IN WITNESS WHEREOF**, Branch Banking and Trust Company, the Surviving Corporation, has caused these Articles of Merger to be executed by its duly authorized officer this 16th day of June, 2015.

**BRANCH BANKING AND TRUST  
COMPANY**

By

  
Name: Lloyd Francis  
Title: Executive Vice President,  
Corporate Development and  
Capital Planning

EXECUTION COPY

**AGREEMENT AND PLAN OF MERGER OF  
BRANCH BANKING AND TRUST COMPANY  
AND THE BANK OF KENTUCKY, INC.**

This Agreement and Plan of Merger (this "Agreement"), dated as of November 14, 2014, made by and between Branch Banking and Trust Company, a North Carolina-chartered commercial bank ("Branch Bank"), and The Bank of Kentucky, Inc. a Kentucky state bank ("BOK").

**WITNESSETH:**

**WHEREAS**, Branch Bank is a North Carolina-chartered commercial bank, all the issued and outstanding capital stock of which is owned as of the date hereof directly by BB&T Corporation, a North Carolina corporation ("BB&T");

**WHEREAS**, BOK is a bank organized and existing under the laws of the Commonwealth of Kentucky, all the issued and outstanding capital stock of which is owned as of the date hereof directly by The Bank of Kentucky Financial Corporation, a Kentucky corporation ("BKYF");

**WHEREAS**, BB&T and BKYF have entered into an Agreement and Plan of Merger, dated as of September 5, 2014 (as amended and/or supplemented from time to time, the "Merger Agreement"), pursuant to which, subject to the terms and conditions thereof, BKYF will merge with and into BB&T, with BB&T surviving the Merger as the surviving corporation and as the direct parent of BOK (the "Merger");

**WHEREAS**, contingent upon the Merger and promptly following the expiry of the applicable fifteen (15)-day post-approval waiting period prescribed by the Federal Deposit Insurance Corporation pursuant to the Bank Merger Act, on the terms and subject to the conditions contained in this Agreement, the parties to this Agreement intend to effect the merger of BOK with and into Branch Bank, with Branch Bank surviving the merger (the "Bank Merger"); and

**WHEREAS**, the board of directors of Branch Bank and the board of directors of BOK deem the Bank Merger desirable and in the best interests of their respective banks, and have authorized and approved the execution and delivery of this Agreement and the transactions contemplated hereby.

**NOW, THEREFORE**, in consideration of the premises and of the mutual agreements herein contained, the parties hereto do hereby agree as follows:

## ARTICLE I

### BANK MERGER

**Section 1.01 The Merger.** Subject to the terms and conditions of this Agreement, at the Effective Time (as defined below), BOK shall be merged with and into Branch Bank in accordance with the provisions of 12 U.S.C. § 1828(c), Section 53-C7 of the North Carolina General Statutes and Section 286.3 of the Kentucky Revised Statutes. At the Effective Time, the separate existence of BOK shall cease, and Branch Bank, as the surviving entity (the "Surviving Bank"), shall continue unaffected and unimpaired by the Bank Merger. All assets of BOK as they exist at the Effective Time of the Bank Merger shall pass to and vest in the Surviving Bank without any conveyance or other transfer. The Surviving Bank shall be responsible for all of the liabilities of every kind and description, including liabilities arising from the operation of any trust department, of each of the merging banks existing as of the Effective Time of the Bank Merger. Immediately following the Effective Time, the Surviving Bank shall continue to operate the main office and each of the branches of BOK existing as of the Effective Time as branches of the Surviving Bank at the officially designated address of each such office or branch, as listed in Annex A hereto, and shall continue to operate each of the branches of the Surviving Bank existing at the Effective Time.

**Section 1.02 Closing.** The closing of the Bank Merger will take place immediately following the Merger or at such other time and date as specified by the parties, but in no case prior to the consummation of the Merger and the expiry of all waiting periods required by law, at such place as is agreed by the parties hereto.

**Section 1.03 Effective Time.** Subject to applicable law, the Bank Merger shall become effective when all of the conditions precedent to the consummation of the Bank Merger specified in this Agreement shall have been satisfied or duly waived by the party entitled to satisfaction thereof (such date and time being herein referred to as the "Effective Time").**Articles of Association and By-laws.** The articles of association and by-laws of Branch Bank in effect immediately prior to the Effective Time shall be the articles of association and the by-laws of the Surviving Bank, in each case until amended in accordance with applicable law and the terms thereof.

**Section 1.05 Board of Directors.** At the Effective Time, the board of directors of the Surviving Bank shall consist of those persons serving as directors of Branch Bank immediately prior to the Effective Time.

**Section 1.06 Name and Main Office.** The name of the Surviving Bank shall be "Branch Banking and Trust Company" and the main office of the Surviving Bank shall be at 200 West Second Street, Winston-Salem, North Carolina 27101.

**Section 1.07 Tax Treatment.** It is the intention of the parties that the Bank Merger be treated for U.S. federal income tax purposes as a "tax free reorganization" pursuant to Section 368(a) of the Internal Revenue Code of 1986, as amended.

## ARTICLE II

### CONSIDERATION

**Section 2.01 Effect on BOK Capital Stock.** By virtue of the Bank Merger and without any action on the part of the holder of any capital stock of BOK, at the Effective Time, all shares of BOK capital stock issued and outstanding shall be automatically cancelled and retired and shall cease to exist, and no cash, new shares of common stock, or other property shall be delivered in exchange therefor.

**Section 2.02 Effect on Branch Bank Capital Stock.** Each share of Branch Bank capital stock issued and outstanding immediately prior to the Effective Time shall remain issued and outstanding and unaffected by the Bank Merger.

## ARTICLE III

### COVENANTS

**Section 3.01** During the period from the date of this Agreement and continuing until the Effective Time, subject to the provisions of the Merger Agreement, each of the parties hereto agrees to use all reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective the transactions contemplated by this Agreement.

## ARTICLE IV

### CONDITIONS PRECEDENT

**Section 4.01** The Bank Merger and the respective obligations of each party hereto to consummate the Bank Merger are subject to the fulfillment or written waiver of each of the following conditions prior to the Effective Time:

- a. The approval of the Federal Deposit Insurance Corporation under 12 U.S.C. § 1828(c), the approval of the North Carolina Commissioner of Banks (the "Commissioner") under Section 53-C7 of the North Carolina General Statutes and the rules and regulations of the Commissioner promulgated thereunder, and the approval of the Kentucky Department of Financial Institutions (the "KDFI") under Section 286.3 of the Kentucky Revised Statutes and the rules and regulations of the KDFI promulgated thereunder, in each case with respect to the Bank Merger, shall in each case have been obtained and shall be in full force and effect, and all related waiting periods shall have expired; and all other material approvals and authorizations of, filings and registrations with, and notifications to, all governmental authorities required for the consummation the Bank Merger shall have been obtained or made and shall be in full force and effect and all waiting periods required by law shall have expired.

- b. The Merger shall have been consummated in accordance with the terms of the Merger Agreement.
- c. No jurisdiction or governmental authority shall have enacted, issued, promulgated, enforced or entered any statute, rule, regulation, judgment, decree, injunction or other order (whether temporary, preliminary or permanent) which is in effect and prohibits consummation of the Bank Merger.
- d. This Agreement shall have been adopted by the sole stockholder of each of Branch Bank and BOK.

## ARTICLE V

### TERMINATION AND AMENDMENT

**Section 5.01 Termination.** This Agreement may be terminated at any time prior to the Effective Time by an instrument executed by each of the parties hereto. This Agreement will terminate automatically upon the termination of the Merger Agreement.

**Section 5.02 Amendment.** This Agreement may be amended by an instrument in writing signed on behalf of each of the parties hereto.

## ARTICLE VI

### GENERAL PROVISIONS

**Section 6.01 Nonsurvival of Agreements.** None of the agreements in this Agreement or in any instrument delivered pursuant to this Agreement shall survive the Effective Time.

**Section 6.02 Notices.** All notices and other communications in connection with this Agreement shall be in writing and shall be deemed given if delivered personally, sent via facsimile or email (with confirmation), mailed by registered or certified mail (return receipt requested) or delivered by an express courier (with confirmation) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

If to Branch Bank, to:

BB&T Corporation  
200 West Second Street  
Winston-Salem, North Carolina 27101  
Attention: Robert J. Johnson Jr.  
Facsimile: (336) 733-2189

with a copy to:

Wachtell, Lipton, Rosen & Katz

51 West 52nd Street  
New York, New York 10019  
Attention: Matthew M. Guest  
Facsimile: (212) 403-2000

If to BOK, to:

The Bank of Kentucky Financial Corporation  
111 Lookout Farm Drive  
Crestview Hills, Kentucky 41017  
Attention: Robert W. Zapp  
Facsimile: (859) 282-3251

with copies to:

Squire Patton Boggs (US) LLP  
221 E. Fourth Street, Suite 2900  
Cincinnati, Ohio 45202  
Attention: James J. Barresi  
Facsimile: (513) 361-1201

and

Ziegler & Schneider, P.S.C.  
541 Buttermilk Pike, Suite 500  
P.O. Box 175710  
Covington, KY 41017  
Attention: Wilbert Ziegler  
Facsimile: (859) 426-1350

Section 6.03 Interpretation. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 6.04 Counterparts. This Agreement may be executed in two (2) or more counterparts (including by facsimile or other electronic means), all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each of the parties and delivered to the other party, it being understood that each party need not sign the same counterpart.

**Section 6.05 Entire Agreement.** This Agreement (including any exhibits thereto, the documents and the instruments referred to in this Agreement) constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter of this Agreement, other than the Merger Agreement.

**Section 6.06 Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of North Carolina applicable to agreements made and to be performed wholly within such state, except to the extent that the federal laws of the United States shall be applicable hereto.

**Section 6.07 Assignment.** Neither this Agreement nor any of the rights, interests or obligations may be assigned by any of the parties hereto and any attempted assignment in contravention of this Section 6.07 shall be null and void.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed in counterparts by their duly authorized officers and attested by their officers thereunto duly authorized, all as of the day and year first above written.

**THE BANK OF KENTUCKY, INC.**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**BRANCH BANKING AND TRUST COMPANY**

By:  
Title:

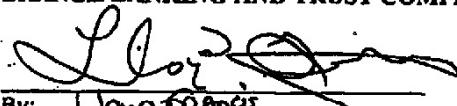
*[Signature Page to Bank Merger Agreement]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in counterparts by their duly authorized officers and attested by their officers thereunto duly authorized, all as of the day and year first above written.

THE BANK OF KENTUCKY, INC.

By:  
Title:

BRANCH BANKING AND TRUST COMPANY

  
By: Lloyd Francis  
Title: EVP, Corporate Development & Capital Planning

*{Signature Page to Bank Merger Agreement}*

## ANNEX A

Offices of BOK

| <b>Branch/Main Office</b>  | <b>City</b>             | <b>County</b>    | <b>State</b> | <b>ZIP Code</b> |
|--|-------------------------|------------------|--------------|-----------------|
| <b>Alexandria Branch<br/>7612 Alexandria Pike</b>                        | <b>Alexandria</b>       | <b>Campbell</b>  | <b>KY</b>    | <b>41001</b>    |
| <b>Bellevue Branch<br/>6710 McVille Road</b>                             | <b>Burlington</b>       | <b>Boone</b>     | <b>KY</b>    | <b>41005</b>    |
| <b>19th &amp; Madison Branch<br/>1831 Madison Avenue</b>                 | <b>Covington</b>        | <b>Kenton</b>    | <b>KY</b>    | <b>41014</b>    |
| <b>Covington Branch<br/>231 Scott Street</b>                             | <b>Covington</b>        | <b>Kenton</b>    | <b>KY</b>    | <b>41011</b>    |
| <b>Highland Pike &amp; Route 17 Branch<br/>3435 Valley Plaza Parkway</b> | <b>Covington</b>        | <b>Kenton</b>    | <b>KY</b>    | <b>41011</b>    |
| <b>Crescent Springs Branch<br/>743 Buttermilk Pike</b>                   | <b>Crescent Springs</b> | <b>Kenton</b>    | <b>KY</b>    | <b>41017</b>    |
| <b>Crestview Hills<br/>111 Lookout Farm Drive</b>                        | <b>Crestview Hills</b>  | <b>Kenton</b>    | <b>KY</b>    | <b>41017</b>    |
| <b>Crittenden Branch<br/>100 South Main Street</b>                       | <b>Crittenden</b>       | <b>Grant</b>     | <b>KY</b>    | <b>41030</b>    |
| <b>Dayton Branch<br/>118 6th Street</b>                                  | <b>Dayton</b>           | <b>Campbell</b>  | <b>KY</b>    | <b>41074</b>    |
| <b>Wal-Mart/ Dry Ridge Branch<br/>20 Ferguson Boulevard</b>              | <b>Dry Ridge</b>        | <b>Grant</b>     | <b>KY</b>    | <b>41035</b>    |
| <b>Dry Ridge Branch<br/>12 Taft Highway</b>                              | <b>Dry Ridge</b>        | <b>Grant</b>     | <b>KY</b>    | <b>41035</b>    |
| <b>Dry Ridge Branch/Main Street<br/>20 North Main Street</b>             | <b>Dry Ridge</b>        | <b>Grant</b>     | <b>KY</b>    | <b>41035</b>    |
| <b>Edgewood Branch<br/>591 Freedom Park Drive</b>                        | <b>Edgewood</b>         | <b>Kenton</b>    | <b>KY</b>    | <b>41017</b>    |
| <b>Turkeyfoot Bankmart Branch<br/>3950-A Turkeyfoot Road</b>             | <b>Erlanger</b>         | <b>Kenton</b>    | <b>KY</b>    | <b>41018</b>    |
| <b>Erlanger Branch<br/>3133 Dixie Highway</b>                            | <b>Erlanger</b>         | <b>Kenton</b>    | <b>KY</b>    | <b>41018</b>    |
| <b>Falmouth Branch<br/>515 Barkley Street</b>                            | <b>Falmouth</b>         | <b>Pendleton</b> | <b>KY</b>    | <b>41040</b>    |
| <b>Mt. Zion Branch<br/>330 Mt. Zion Road</b>                             | <b>Florence</b>         | <b>Boone</b>     | <b>KY</b>    | <b>41042</b>    |
| <b>Houston Road Branch<br/>4748 Houston Road</b>                         | <b>Florence</b>         | <b>Boone</b>     | <b>KY</b>    | <b>41042</b>    |
| <b>US42 Branch<br/>8660 Haines Drive</b>                                 | <b>Florence</b>         | <b>Boone</b>     | <b>KY</b>    | <b>41042</b>    |
| <b>Burlington Branch<br/>1065 Burlington Pike</b>                        | <b>Florence</b>         | <b>Boone</b>     | <b>KY</b>    | <b>41042</b>    |

| <b>Branch/Main Office</b>                               | <b>City</b>             | <b>County</b>   | <b>State</b> | <b>ZIP Code</b> |
|---|-------------------------|-----------------|--------------|-----------------|
| <b>Fort Mitchell Branch<br/>350 Buttermilk Pike</b>     | <b>Fort Mitchell</b>    | <b>Kenton</b>   | <b>KY</b>    | <b>41017</b>    |
| <b>Fort Thomas Branch<br/>25 N Ft Thomas Ave</b>        | <b>Fort Thomas</b>      | <b>Campbell</b> | <b>KY</b>    | <b>41075</b>    |
| <b>Fort Wright Branch<br/>1850 Ashwood Circle</b>       | <b>Fort Wright</b>      | <b>Kenton</b>   | <b>KY</b>    | <b>41011</b>    |
| <b>Hebron Branch<br/>2110 North Bend Road</b>           | <b>Hebron</b>           | <b>Boone</b>    | <b>KY</b>    | <b>41048</b>    |
| <b>Highland Heights Branch<br/>2800 Alexandria Pike</b> | <b>Highland Heights</b> | <b>Campbell</b> | <b>KY</b>    | <b>41076</b>    |
| <b>Nicholson Branch<br/>12010 Madison Pike</b>          | <b>Independence</b>     | <b>Kenton</b>   | <b>KY</b>    | <b>41051</b>    |
| <b>Independence Branch<br/>1700 Declaration Drive</b>   | <b>Independence</b>     | <b>Kenton</b>   | <b>KY</b>    | <b>41051</b>    |
| <b>Monmouth Street Branch<br/>501 Monmouth Street</b>   | <b>Newport</b>          | <b>Campbell</b> | <b>KY</b>    | <b>41071</b>    |
| <b>Walton Branch<br/>255 Mary Grubbs Highway</b>        | <b>Walton</b>           | <b>Boone</b>    | <b>KY</b>    | <b>41094</b>    |
| <b>Richwood Branch<br/>320 Richwood Road</b>            | <b>Walton</b>           | <b>Boone</b>    | <b>KY</b>    | <b>41094</b>    |
| <b>Warsaw Branch<br/>400 East Main Street</b>           | <b>Warsaw</b>           | <b>Gallatin</b> | <b>KY</b>    | <b>41095</b>    |
| <b>Cincinnati Branch<br/>100 East Fourth Street</b>     | <b>Cincinnati</b>       | <b>Hamilton</b> | <b>OH</b>    | <b>45202</b>    |