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COMMON PLEAS DIVISION

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Hamilton County, Ohio
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FIFTH THIRD BANK NATIONAL ASSOCIATION vs. RICHARD T ADAMS A 2303703

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IN THE COURT OF COMMON PLEAS HAMILTON COUNTY, OHIO

FIFTH THIRD BANK, NATIONAL ASSOCIATION 5001 KINGSLEY DRIVE MAIL DROP: 1MOB10 CINCINNATI, OH 45227

Plaintiff

VS.

RICHARD T. ADAMS 153 MOUNT NEBO ROAD CINCINNATI, OH 45002

LILLIAN M. ADAMS AKA LILIAN M. ADAMS 7126 RIVER ROAD CINCINNATI, OH 45233

UNKNOWN SPOUSE, IF ANY, OF RICHARD T. ADAMS, NAME UNKNOWN 153 MOUNT NEBO ROAD CINCINNATI, OH 45002

UNKNOWN SPOUSE, IF ANY, OF LILLIAN M. ADAMS AKA LILIAN M. ADAMS, NAME UNKNOWN 7126 RIVER ROAD CINCINNATI, OH 45233

STATE OF OHIO DEPARTMENT OF TAXATION C/O OHIO ATTORNEY GENERAL 30 EAST BROAD STREET 14TH FLOOR COLUMBUS, OH 43215

CLERK OF COURTS HAMILTON COUNTY OHIO 1001 MAIN STREET CINCINNATI, OH 45202 CASE NO.

JUDGE:

<u>COMPLAINT FOR</u> <u>MONEY AND FORECLOSURE</u> 167-0008-0001-00, 167-0008-0002-00 GENERAL ELECTRIC CREDIT UNION C/O JASON WABRICK, STATUTORY AGENT 10485 READING ROAD CINCINNATI, OH 45241

CAVALRY SPV I LLC C/O CT CORPORATION SYSTEM 4400 EASTON COMMONS WAY, SUITE 125 COLUMBUS, OH 43219

Defendants

FIRST CLAIM

1. Plaintiff is the holder of a Line of Credit Agreement, executed by Richard T. Adams and Lillian M. Adams aka Lilian M. Adams, on or about June 3, 2016, a copy of which is attached hereto, as "Exhibit A"; that by reason of default in the terms of said Line of Credit Agreement and the Mortgage securing same, it has declared said indebtedness due; that there is due and owing thereon the principal sum of \$33,493.41 plus interest at the variable rate as allowed by the Adjustable Rate Note and Mortgage per annum from January 25, 2023, plus late charges.

SECOND CLAIM

- 2. Plaintiff incorporates herein by reference all of the foregoing and further states that it is the holder of a certain Mortgage, a copy of which is attached hereto as "Exhibit B", which was executed and delivered to secure said indebtedness.
- 3. Said Mortgage was filed for record on September 14, 2016, as Volume 13251,
 Page 2221 of the Hamilton County Records, and thereby became and is good and valid lien after
 real estate taxes on the real estate property described therein.
 - 4. Plaintiff further states that the mortgage, marked as "Exhibit B" references a

certain Master Mortgage Form, a copy of which is attached hereto, marked as "Exhibit C" and made a part thereof. The mortgage attached as "Exhibit B" references and fully incorporates the terms and conditions set forth in the Master Mortgage Form, attached as "Exhibit C".

- 5. The conditions of said Mortgage have been broken and the same has become absolute, and Plaintiff has fulfilled all applicable conditions precedent.
- 6. Pursuant to the covenants and conditions of said Mortgage, Plaintiff may, from time to time prior to or during the pendency of this action, advance funds to pay real estate taxes, hazard insurance premiums and or property protection.
- 7. The Defendants named herein have or may claim to have interests in said premises.
- 8. Defendant, Unknown Spouse, if any, of Richard T. Adams, Name Unknown and Unknown Spouse, if any, of Lillian M. Adams aka Lilian M. Adams, Name Unknown, may have or may claim to have a dower or curtsey interest in said property. The name of Unknown Spouse, if any, of Richard T. Adams, Name Unknown and Unknown Spouse, if any, of Lillian M. Adams aka Lilian M. Adams, Name Unknown, could not be discovered by the Plaintiff.
- 9. Plaintiff further states that the Defendant, State of Ohio Department of Taxation, has or may claim an interest in the subject real estate by virtue of Judgment Lien filed of record on or about June 26, 2009 as Judgment Lien No. CJ09012002 of the Hamilton County Records.
- 10. Plaintiff further states that the Defendant, Clerk of Courts Hamilton County Ohio, has or may claim an interest in the subject real estate by virtue of Judgment Lien filed of record on or about August 8, 2013 as Judgment Lien No. CJ13014424 of the Hamilton County Records.
- 11. Plaintiff further states that the Defendant, General Electric Credit Union, has or may claim an interest in the subject real estate by virtue of Judgment Lien filed of record on or

about February 5, 2019 as Judgment Lien No. CJ19002729 of the Hamilton County Records.

12. Plaintiff further states that the Defendant, Cavalry SPV I LLC, has or may claim an interest in the subject real estate by virtue of Judgment Lien filed of record on or about November 22, 2022 as Judgment Lien No. CJ22036880 of the Hamilton County Records.

WHEREFORE, Plaintiff demands Judgment against Defendants, Richard T. Adams and Lillian M. Adams aka Lilian M. Adams, for the amount owing and costs; plus any amounts advanced to pay real estate taxes, hazard insurance premiums or for property protection, plus interest thereon from the dates of such advance; that it be found to have a good and valid lien on the premises described herein for the amount owing together with its advances for taxes, hazard insurance premiums or for property protection, plus interest thereon; that all Defendants be required to assert their interests in said premises or be forever barred from asserting any interest therein; that all liens on said premises be marshaled and their priorities determined; that said premises be sold as upon execution and the proceeds of said sale be applied according to law; and such other relieve as is just and equitable, and costs.

Weltman, Weinberg & Reis Co., L.P.A.

/s/ Ricardo Johnstone
Benjamin N. Hoen #0077704
Larry R. Rothenberg #0011146
Ricardo L. Johnstone #0090721
Nathan R. Duvelius #0095144
Megan J. Katz #0100256
Attorney for Plaintiff
312 Elm Street, Suite 1200
Cincinnati, OH 45202-3145
Phone: (513) 723-2200

Fax: (513) 723-2200 Fax: (513) 723-2230

email: rjohnstone@weltman.com

WWR#: 23-000633-1



EQUITY FLEXLINE CREDIT AGREEMENT, SECURITY AGREEMENT and FEDERAL TRUTH IN LENDING INITIAL DISCLOSURE

Account 1	Number		
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In consideration of the agreement by FIFTH THIRD BANK (hereinafter referred to as the "Lender") to open an Equity Flexline Account ("Account") in the amount of \$ Thirty Four Thousand AND 00/100) whereby you (includes all borrowers jointly and severally) may receive periodic extensions Dollars (\$ 34,000.00 of credit (loan advances) by writing a check or using any other method of access we offer to draw an extension of credit on said Account from the date of this agreement until June 25, 2026 (the "Revolving Period"), you hereby agree as follows:

FINANCE CHARGE

1. When you desire an extension of credit hereunder, you will use an Account check or other method offered by the Lender, or transfer funds from the Account by other means acceptable to Lender. The amount of advance will be no greater than the amount of credit available on your Account at that time. There is no minimum credit advance required. Upon Lender's request, you will surrender any Account checks or other access device in your possession.

2. All extensions of credit drawn on your Account, plus other charges and fees, insurance premiums, if applicable, and unpaid finance charges will be debited to your Account. You agree to pay back all such amounts as specified in paragraph

3. You will promptly notify Lender in writing of any change of address, billing errors appearing on your periodic statement and of any loss or unauthorized use of your Account checks or other method of access we offer. Upon request of Lender, usually once a year, you agree to provide information on your current financial condition by completing a personal financial statement.

4. All payments will be credited promptly and in no event more than five days after receipt by Lender. Payments received prior to 5:00 p.m. on a business day at the address printed on the payment coupon portion of your statement will be

credited to the Account on that business day.

5. Lender reserves the right to refuse to honor any request for advance drawn on your Account which does not conform to the requirements of this Agreement. Lender may also refuse to honor a request for advance drawn on your Account if to do so would cause the balance of your Account, according to Lender records, to exceed your credit limit in effect at that time. However, Lender at its discretion may honor such advance, despite the fact it would cause your Account balance to exceed your credit limit. Should Lender so honor such a request which causes the Account balance to exceed your credit limit, such excess shall be unsecured. Lender may, at its discretion, withhold a portion of the available credit on your Account up to the amount of any payment made in order to assure that your check or other payment instrument is honored. 6. A FINANCE CHARGE will be imposed from the date of posting of each advance on the daily balance of the Account until payment in full is entered to your Account.

7. We calculate the FINANCE CHARGE on your Account by applying the ANNUAL PERCENTAGE RATE, figured on a daily basis, times the daily balance of your Account. To get the daily beginning balance of your Account each day, add new advances, and subtract any payment or credits and unpaid finance charges. The FINANCE CHARGE during each

billing cycle will be the sum of the daily FINANCE CHARGES so calculated. The ANNUAL PERCENTAGE

RATE corresponding to the periodic rate does not include any costs other than interest

8. The ANNUAL PERCENTAGE RATE on your Account will be the highest Prime Rate as published in the Eastern Edition of The Wall Street Journal "Money Rates" table, plus

1.990%. Changes in the ANNUAL PERCENTAGE RATE will be effective on the first business day of the month following the day a change in Prime Rate is published in The Wall Street Journal. The ANNUAL PERCENTAGE RATE is subject to a lifetime floor and will never fall below

2.740 %. The ANNUAL PERCENTAGE RATE will never exceed 25 % or the highest rate allowed by law. whichever is less. The new rate will be reflected on your periodic statements. An increase in the index may result in an

increase in your minimum monthly payment and your principal balance.

RLCA (5/15)

- 9. If the FINANCE CHARGE so computed is less than \$.50 for a billing cycle, a minimum FINANCE CHARGE of \$.50 may be charged.
- 10. INITIAL ACCOUNT RATE: The current ANNUAL PERCENTAGE RATE for this Account is 5.490 %. The corresponding daily periodic rate is 0.015 %.

PAYMENTS AND FEES

- 11. TERM AND PAYMENT REQUIREMENTS: You may obtain loan advances during the Revolving Period. During the Revolving Period your payment will be due Monthly and will equal the finance charges that accrued on the outstanding balance during the preceding billing period. Making the minimum payment will not reduce your principal balance during the Revolving Period. After the Revolving Period ends, you will no longer be able to obtain loan advances and you must repay all outstanding amounts by June 25, 2046 ("Maturity Date"). The period between the end of the Revolving Period and the Maturity Date is the Repayment Period. During the Repayment Period your payment will be due Monthly and will equal the greater of a) the Account balance at the end of the preceding billing period that is not subject to a fixed rate lock, minus previously billed and unpaid principal, divided by the number of payments remaining in the Repayment Period (initially 240), plus the finance charges that accrued during the preceding billing period, or b) \$100.00. You will be required to pay the entire balance due, if any, on the Maturity Date. You may apply to refinance the balance with Lender.
- 12. PAYMENT APPLICATION: We may apply payments in any order permitted under applicable law.
- 13. IRREGULAR PAYMENTS: Lender can accept late payments or partial payments, or checks or money orders marked "payment in full" or language to the same effect, without losing any rights under this Agreement.
- 14. ANNUAL CHARGE: During the Revolving Period an annual charge of \$ 65.00 may be assessed at the time the Account is opened, and on that day each year thereafter, for use of the Account and associated services. This fee is non-refundable.
- 15. RETURNED CHECKS AND STOP PAYMENTS: If a payment check is returned for any reason, Lender may charge your Account a fee of \$35.00. If you request that Lender stop payment on your check, Lender may charge your Account a fee of \$35.00.
- 16. LATE CHARGE: If the minimum payment due is not received within 10 days after the due date, Lender may levy a late charge of 10 % of the payment amount with a minimum of \$ 35.00 . If so incurred, each fee will be identified as a separate loan transaction on the next billing statement.
- 17. HAZARD INSURANCE: If this Account is secured by real estate, Borrower shall keep the improvements now existing or hereafter erected on the real estate which secures this Account insured against loss from fire, all hazards included within the term "extended coverage", and such other hazards as Lender may require or as may be required by applicable law (including flood insurance) and in such amounts and for such periods as Lender may require.
- 18. TERMINATION FEE: If you close your Account within three years from the date of this Agreement, you agree to pay Lender a termination fee of 1 % of the original maximum principal amount of your Account up to a maximum of \$300.00.
- 19. OVERLIMIT FEE: You agree not to incur credit on your Account in excess of the amount specifically authorized by Lender. In the event the balance on your Account exceeds the established credit limit at any time, Lender may levy an overlimit charge of \$0.00 for each such occurrence.
- 20. DEFAULT: You will be in default of this Agreement upon your failure to abide by any of the terms of this Agreement and any documentation executed to provide Lender security for your Account.

EVENTS OF DEFAULT: In addition, the Lender may terminate the plan and accelerate the balance if any of the following circumstances occur:

- a) There has been fraud or material misrepresentation by you in connection with this Account.
- b) You fail to meet the repayment terms.
- c) Your actions or inactions adversely affect the Lender's security in any property that secures the Account or our rights in the property, which can include transfer or taking of the property without Lender's consent, failure to maintain required insurance or pay taxes on the property, creation of a lien senior to Lender's on the property, or your death.
- d) You are an executive officer of Lender or Lender's affiliate and federal law permits or requires immediate payment of the Account.

PAGE 2

- 21. The Lender may prohibit additional extensions of credit or reduce the credit limit if any of the following circumstances occur:
 - a) The value of any property that secures the Account significantly declines below its value for the purposes of this Agreement.
 - b) The Lender reasonably believes that you will be unable to fulfill the repayment obligations under the Account due to a material change in your financial circumstances.
 - c) You are in default of any material obligations under the Agreement.
 - d) Action by a government body precludes the Lender from imposing the agreed upon ANNUAL PERCENTAGE RATE.
 - e) Action by a governmental body adversely affects the priority of the Lender's security interest to the extent that the value of the security interest is less than 120 percent of the amount of the credit line (for example, through imposition of a tax lien).
 - f) During any period in which the ANNUAL PERCENTAGE RATE corresponding to the periodic rate reaches the maximum rate allowed under the plan.
 - g) When a regulatory agency with responsibility for supervising the Lender provides notification that continuing to advance funds may constitute an unsafe and unsound practice.

Lender may reinstate your credit privileges when the circumstances leading to their suspension are cured to Lender's satisfaction. Lender may require you to request reinstatement of your credit privileges when the circumstances leading to the suspension of credit extension or reduction of your credit limit no longer exist. You authorize Lender to obtain such information as may be required by Lender, including credit reports and property appraisals, to evaluate your request to reinstate your credit privileges and you agree to pay the cost of obtaining such information to the extent permitted by law.

- 22. To the extent permitted by law, Borrower shall pay all expenses, including attorneys' fees, reasonably incurred by the Lender with respect to collection of the indebtedness evidenced hereby or enforcement of the Lender's rights hereunder (including foreclosure, suit for a deficiency judgment or other litigation expenses and also including such costs and attorneys' fees as may be incurred on appeal), arising out of any default by Borrower.
- 23. You should consult a tax advisor regarding the deductibility of interest and charges on your Account.
- 24. All persons signing this Agreement shall be obligated on the Account and shall be jointly and severally liable for all amounts due and owing on the Account. You hereby authorize Lender to pay any request for advance, unless any one of you specifically instructs Lender otherwise in writing.
- 25. As used herein, the singular shall include the plural and the plural shall include the singular.
- 26. To secure your Account, you are giving Lender a security interest in your deposit accounts with the Lender and its affiliates and subsidiaries and:

7126 RIVER RD CINCINNATI, OH 45233-0000

- 27. This Agreement and the amounts contracted for, including the FINANCE CHARGE, shall be governed by, and construed and interpreted in accordance with, the laws of the State of Ohio, without regard to its conflict of laws principles, and applicable federal laws and regulations, and the obligations, rights and remedies of the parties shall be determined in accordance with such laws.
- 28. You hereby acknowledge that prior to signing this Agreement, you have received and read the Federal Truth-in-Lending Disclosure Statement for this Account contained herein.
- 29. For Accounts that are not secured by your dwelling, Lender may terminate the Account and accelerate the balances for any of the reasons set forth in paragraphs 20 and 21.

PAGE 3 RNL3 (01/13)

30. FOR TENNESSEE RESIDENTS ONLY. You have a right to reduce the limit on the maximum amount of principal indebtedness to be secured under any deed of trust securing this credit agreement to an amount not less than the amount of principal indebtedness shown on the most recent statement of your Account received by you from the Lender, plus the amount of any advances initiated by you subsequent to that statement. In order to effectuate such a reduction, you must serve a notice of limitation on the Lender and, on or before the effective date of the notice, file a copy thereof for recordation in the appropriate Register of Deed's office as an amendment to the deed of trust. The notice must name the Lender on whom the notice is served, state specifically the reduced credit limit, state the effective date of such limitation (which date cannot be sooner than (1) regular business day after the date of the service of the notice), name all parties to this open-end credit agreement and the deed of trust securing the same, identify with reasonable specificity the real property subject to the deed of trust, give and account number assigned to the Account created by this open-end credit agreement and be signed by all persons principally obligated to repay advances under the open-end credit agreement. Upon notice from the Lender, you have a duty to return checks, credit cards, or other devices to obtain further advances under this open-end credit agreement upon the service by you of a notice of limitation.

31. PENNSYLVANIA. If this Account is secured by real estate located in Pennsylvania, the following disclosure applies: NOTICE TO CUSTOMER: THIS DOCUMENT CONTAINS PROVISIONS FOR A VARIABLE

INTEREST RATE.

Borrower acknowledges receipt of a completed copy of this Agreement at the time of signing.

DATE: June 3, 2016	
ACCEPTED: FIFTH THIRD BANK	
By: T. adams_	Killin m. Odans
RICHARD T. ADAMS	LILLIAN M. ADAMS

13251 02221

Wayne Coates
Hamilton County Recorder's Office
Doc #: 16-0085220 Type: MT
Filed: 09/14/16 03:14:18 PM \$52.00

Off. Rec.: 13251 02221 F 5 419

h1325102221Eb

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MORTGAGE

2349973-05

THIS MORTGAGE ("Mortgage") is given on June 3, 2016

The mortgagor is

RICHARD T. ADAMS AND LILIAN M. ADAMS, HUSBAND AND WIFE

Return to: Dawn Tetlak/AEG 5455 Detroit Rd, STE B Sheffield Village, OH 44054 440-716-1820

-HALF INTEREST

Whose address is: 7126 RIVER RD, CINCINNATI, OH, 45233-0000.

("Borrower"). This Mortgage is given to FIFTH THIRD BANK

which is organized and existing under the laws of OHIO

and whose address is

5050 KINGSLEY DR CINCINNATI, OH 45263 ("Lender").
Borrower owes Lender the principal sum of Thirty Four Thousand AND 00/100

Dollars (U.S. 34,000.00) (herein, the "Indebtedness"). This indebtedness is evidenced by Borrower's note, credit agreement or other evidence of indebtedness, dated the same date as this Mortgage, with the full indebtedness, if not paid earlier, due and payable on 06/25/46 (herein, the "Loan Documents")

indebtedness, if not paid earlier, due and payable on 06/25/46 (herein, the "Loan Documents").

TO SECURE to Lender (a) the repayment of the Indebtedness evidenced by the Loan Documents and any extensions or renewals thereof, with interest thereon, the payment of all other funds, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, or contained in the Loan Documents or any document executed in connection therewith, and (b) the repayment of any and all other loans, advances or indebtedness of Borrower owed to Lender and all affiliates of Lender, of any nature whatsoever (collectively the "Obligations") and (c) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to Item 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant, warrant and convey to Lender, with mortgage covenants, the following described property located in the County of HAMILTON

State of Ohio, to wit (herein, the "Real Estate"):

SEE ATTACHED EXHIBIT "A"

which has the address of 7126 RIVER RD CINCINNATI, OH 45233-0000 ("Property Address");

(page 1of 3)

FIFTH THIRD BANK (NMLS #403245)

LOAN ORIGINATOR'S NAME: EBONY BALTER

EBONY BALTER (NMLS # 1201789)

OHI1 (12/13)

TOGETHER WITH all the improvements now or hereafter erected on the Real Estate, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, and all fixtures now or hereafter permanently attached to, the Real Estate, and all right, title and interest of Borrower in and to the land lying in the streets and roads, in front of and adjoining the Real Estate, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Real Estate covered by this Mortgage; and all of the foregoing, together with said Real Estate (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant, warrant, and convey the Property, that the Property is unencumbered, except for encumbrances of record, and that Borrower will warrant and defend the title of the Property against all claims and demands. Further, if Lender determines that the Property includes a residential building or mobile home located in a "special flood hazard area" as defined and specified by the United States Department of Housing and Urban Development pursuant to the Flood Disaster Protection Act of 1973 as no in affect, and that Lender's lien against the Property is now or later comes to be in the first mortgage lien position with respect to the Property, Lender may require Borrower to pay for the premiums of the flood insurance through an escrow account, as mandated by 12 CFR 22.5, or other applicable law. If Lender requires an escrow account for the payment of flood insurance premiums, Borrower shall pay to Lender on the day Periodic Payments are due under the Note until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for said premiums.

MASTER MORTGAGE FORM:

All terms of that certain master mortgage form ("Master Mortgage Form") recorded 06/08/2004 pursuant to Ohio Revised Code section 5302.15 in the office of the HAMILTON County Recorder, Instrument No 04-134268 , O.R. Book 9640 , page 2692 by Fifth Third Bank, by David A. Jackson, are by this reference incorporated as fully and to the same extent as if set forth and contained herein.

COPY: A copy of the Master Mortgage Form has been furnished to the mortgagor prior to the execution of this Security Instrument and mortgagor hereby acknowledges receipt of the same by signing at the end of this instrument.

(page 2 of 3) OHI2 (12/15)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and convenants contained in this Mortgage, (including but not limited to the Master Mortgage Form) and in any rider(s) executed by Borrower and recorded with it. If for any reason the Master Mortgage Form shall not be deemed a part of this Mortgage, this 3 (three) page instrument, plus any rider(s) and attached legal description shall stand by itself as a mortgage document, binding on Borrower(s) for the benefit of Fifth Third Bank, its successors and assigns.

	Richard T. adams	(Seal)
	RICHARD T.ADAMS	
Fifth Third Bank	Pullian m. adams	(Seal)
5050 Kingsley Drive	LILIAN M. ADAMS	
MD 1MOB1H		(Seal)
Cincinnati, OH 45263		
		(Seal)
Prepared By: Low Witchell	•	
Jamela muschell		(Seal)
·		
		(Seal)
STATE OF,,	Mami for COUNTY	
On this 3rd DAY OF June, 2016, personally appeared	before me, a Notary Public in and for said C	ounty and State,
RICHARD T. ADAMS AND LILIAN M. A	ADAMS, HUSBAND AND WIFE	

-HALF INTEREST

the individual(s) who executed the foregoing instrument and acknowledged that THEY did examine and read the same and did sign the foregoing instrument, and that the same is THEIR free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My Commission Expires: 3-4-2071

EBONY BALTER

Notary Public, State of Onio

My Commission Expires 13-06-20 was prepared by: FIFTH THIRD BANK

Notary Public

Typed, Printed or Stamped Name

FIFTH THIRD BANK YOU MUTLED 5050 KINGSLEY DR CINCINNATI, OH 45263

(page 3 of 3)

2HI2 (06/09)

EXHIBIT A

THE FOLLOWING REAL PROPERTY SITUATE, LYING AND BEING IN CINCINNATI, HAMILTON COUNTY, OHIO AND IN FRACTIONAL SECTION 6, RANGE 1, TOWNSHIP 2, AND BEING LOTS NUMBERED THIRTY-ONE (31) AND THIRTY-TWO (32) OF SHORTS SECOND SUBDIVISION OF FERNBANK AS RECORDED IN PLAT BOOK 6, PAGE 41, HAMILTON COUNTY, OHIO RECORDS.

SUBJECT TO RESTRICTIONS, ETC, AS SET FORTH IN DEED BOOK 1246, PAGE 347, HAMILTON COUNTY, OHIO DEED RECORDS.

SUBJECT TO A PERPETUAL EASEMENT FOR ROAD PURPOSES, AS SET FORTH IN THE INSTRUMENT FROM CLARA M. DAY TO THE STATE OF OHIO, DATED MAY 6, 1954 AND RECORDED IN DEED BOOK 2730, PAGE 318 OF THE DEED RECORDS OF HAMILTON COUNTY, OHIO, AND MORE PARTICULARLY SET FORTH AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF NOKOMIS AVENUE (A 46.50 FOOT STREET) AND THE SOUTHEASTERLY LINE OF SAID LOT 32; THENCE NORTH 30 DEGREES 40 MINUTES 20 SECONDS WEST, ALONG THE NORTHEASTERLY LINE OF NOKOMIS AVENUE 75.00 FEET TO THE NORTHWESTERLY LINE OF THE DAY PROPERTY; THENCE NORTH 59 DEGREES 14 MINUTES 59 SECONDS EAST ALONG SAID NORTHWESTERLY LINE, 34.35 FEET; THENCE SOUTH 30 DEGREES 46 MINUTES EAST, 75.00 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF SAID DAY PROPERTY; THENCE SOUTH 59 DEGREES 14 MINUTES 59 SECONDS WEST ALONG SAID SOUTHEASTERLY LINE, 34.47 FEET TO THE PLACE OF BEGINNING.

ALSO AN EASEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF SLOPES, IN, UPON AND OVER THE LANDS HEREINAFTER DESCRIBED, UNTIL SUCH TIME AS THE OWNER DESIRES TO REMOVE SAID SLOPES OR BUILD THEREON, PROVIDED, HOWEVER, IN THE REMOVAL OF SAID SLOPES THE

PROPER PRESERVATION OF THE HIGHWAY BE NOT IMPAIRED, TO-WIT:

BEGINNING AT THE MOST EASTERLY CORNER OF THE ABOVE DESCRIBED PARCEL; THENCE NORTHWESTWARDLY, ALONG THE NORTHEASTERLY LINE OF SAID PARCEL, 75 FEET TO THE NORTHWESTERLY LINE OF SAID DAY PROPERTY; THENCE NORTHEASTWARDLY ALONG SAID NORTHWESTERLY LINE, 5 FEET; THENCE SOUTHEASTWARDLY, 75 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF SAID DAY PROPERTY; THENCE SOUTHWESTWARDLY ALONG SAID SOUTHEASTERLY LINE, 5 FEET TO THE PLACE OF BEGINNING.

THIS BEING THE SAME PROPERTY CONVEYED TO RICHARD T. ADAMS AND LILLIAN M. ADAMS, HUSBAND AND WIFE, FOR THEIR JOINT LIVES WITH THE REMAINDER TO THE SURVIVOR, A ONE-HALF INTEREST, DATED 10/01/1977 AND RECORDED ON 10/07/1977 IN BOOK 4097, PAGE 1148, AND BY DEED DATED 10/01/1977 AND RECORDED ON 10/07/1977 IN BOOK 4097, PAGE 1152, IN THE HAMILTON COUNTY RECORDERS OFFICE.

PARCEL NUMBER: 167-0008-0002-00

Address: 7126 RIVER RD, CINCINNATI,OH

(Space Above This Line for Recording Data)

MASTER MORTGAGE FORM RECORDED BY FIFTH THIRD BANK BY DAVID A. JACKSON

THIS MORTGAGE ("Mortgage") is given on The mortgagor is

Rebecca Prem Groppe
Hamilton County Recorders Office
Doc #: 04-0134268 Type: ## MMT
Filed: 06/08/04 09:58:49 AM \$52.00
Off.Rec.: 09640 02692 F 5 653

("Borrower"). This Mortgage is given to FIFTH THIRD BANK which is organized and existing under the laws of OHIO and whose address is P.O. BOX 630785 CINCINNATI, OH 45202-0785 ("Lender"). Borrower owes Lender the principal sum of

Dollars (U.S.) (herein, the "Indebtedness"). This indebtedness is evidenced by Borrower's note, credit agreement or other evidence of indebtedness, dated the same date as this Mortgage, with the full indebtedness, if not paid earlier, due and payable on (herein, the "Loan Documents").

TO SECURE to Lender (a) the repayment of the Indebtedness evidenced by the Loan Documents and any extensions or renewals thereof, with interest thereon, the payment of all other funds, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the coverants and agreements of Borrower herein contained, or contained

the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, or contained in the Loan Documents or any document executed in connection therewith, and (b) the repayment of any and all other loans, advances or indebtedness of Borrower owed to Lender and all affiliates of Lender, of any nature whatsoever (collectively the "Obligations") and (c) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to Item 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant, warrant and convey to Lender, with mortgage covenants, the following described property located in the County of State of OHIO, to wit (herein, the "Real Estate"):

which has the address of ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the Real Estate, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, and all fixtures now or hereafter permanently attached to, the Real Estate, and all right, title and interest of Borrower in and to the land lying in the streets and roads, in front of and adjoining the Real Estate, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Real Estate covered by this Mortgage; and all of the foregoing, together with said Real Estate (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant, warrant, and convey the Property, that the Property is unencumbered, except for encumbrances of record, and that Borrower will warrant and defend the title of the Property against all claims and demands.

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COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and the interest on the Indebtedness evidenced by the Loan Documents, any extensions or renewals thereof, prepayment and late charges as provided in the Loan Documents, and the principal and interest on any Future Advances, Obligations or other sums secured by this Mortgage.

2. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require or as may be required by applicable law (including flood insurance required by Item 27 hereof), and in such amounts and for such periods as Lender may require; provided, however, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage unless required by applicable law.

The insurance carrier providing the insurance shall be chosen by Borrower, subject to approval by Lender, provided that such approval shall not be unreasonably withheld. Unless otherwise specified, all premiums on insurance policies shall be paid by Borrower making payment, when due, directly to the insurance carrier and providing receipt of said payment to Lender if requested by Lender.

All insurance policies and renewals thereof shall be in form acceptable to lender and shall include a standard mortgagee clause in favor of and in form acceptable to Lender and shall provide that the policies shall not be amended or canceled without thirty (30) days prior written notice to Lender. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Lender is hereby given full power to collect any insurance proceeds or to settle and compromise any insurance claims or bring suit to recover thereunder.

Lender is authorized to apply the net proceeds of any insurance claim, after deducting all costs of collection, including attorney's fees, at Lender's option, either to restoration or repair of the Property or to the sum secured by this Mortgage, and if, in the sole discretion of Lender, Lender is not satisfied with the adequacy of the collateral for the remaining indebtedness, Lender may without further notice or demand, elect to declare the whole of the remaining Indebtedness due and payable and may invoke any of the remedies afforded it by law, and/or by this Mortgage, including those permitted in Item 17 hereof.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of any installment payments agreed to by Lender and Borrower, or change the amount of such installments. If, under Item 17 hereof, the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof, resulting from damage to the Property prior to the sale or acquisition, shall pass to Lender to the extent of the sum secured by this Mortgage, immediately prior to such sale or acquisition.

Unless Borrower provides Lender with evidence of the insurance coverage required by Borrower's agreement with Lender, Lender may purchase insurance at Borrower's expense to protect Lender's interests in the Collateral. This insurance may, but need not, protect Borrower's interests. The coverage that Lender purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the Collateral. Borrower may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained insurance as required by Borrower's agreement with Lender. If Lender purchases insurance for the Collateral, Borrower will be responsible for the costs of that insurance, including interest and any other charges Lender may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to Borrower's total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance Borrower may be able to obtain on Borrower's own.

3. Charges; Liens. Borrower shall pay all taxes, liens, assessments and other charges, fines and impositions attributable to the Property, and leasehold payments or ground rents, if any, by Borrower making payment, when due, directly to the Payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and Borrower shall promptly furnish Lender receipts evidencing such payment.

4. Application of Payments. Unless otherwise agreed, all payments are to be applied in the following order: costs, expenses, attorney's fees, interest, escrow, late fees or penalties and then principal. In the event this mortgage secures more than one note or other debt instrument, at Lender's option, payments may be applied on any of the outstanding notes, or

concurrently on more than one of the outstanding notes.

5. Preservation and Maintenance of Property; Leasehold; Condominiums; Planned Unit Developments.

Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or planned unit development, Borrower shall perform all of Borrower's obligations under the declaration of covenants creating or governing the condominium or planned unit development, and the by-laws and regulations of the condominium or planned unit development.

6. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced with materially affects Lender's interest in the Property, including, but not limited to, eminent domain, foreclosure, code enforcements, deed restrictions and registrations, or arrangements or proceedings involving a bankrupt or decedent, Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this Item 6, with interest thereon, shall become additional indebtedness with Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the applicable rate as prescribed in the Loan Documents evidencing the Indebtedness or the highest rate under applicable law. Nothing contained in this Item 6 shall require Lender to incur any expense or take any action hereunder.

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- 7. Environmental Laws. (a) Except as set forth in Exhibit 7(a) hereto, Borrower has obtained all permits, licenses and other authorizations which are required under any now existing or hereafter enacted or amended federal, state or local statute, ordinance, code or regulation affecting or regulating the environment ("Environmental Laws") and, to the best of Borrower's knowledge, Borrower is in compliance in all material respects with all terms and conditions of the required permits, licenses and authorizations, and is also in compliance in all material respects with all other limitations, restrictions, conditions, standards, prohibitions, requirements, obligations, schedules and timetables contained in the Environmental Laws.
- (b) Except as set forth in Exhibit 7(b) hereto, Borrower is not aware of, and has not received notice of, any past, present or future events, conditions, circumstances, activities, practices, incidents, actions or plans which may interfere with or prevent compliance or continued compliance in any material respect with Environmental Laws, or may give rise to any material common law or legal liability, or otherwise form the basis of any material claim, action, demand, suit, proceeding, hearing, study or investigation, based on or related to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling, or the emission, discharge, release or threatened release into the environment, of any pollutant, contaminant, chemical, or industrial, toxic or hazardous substance or waste; and

(c) Except as set forth in Exhibit 7(c) hereto, there is no civil, criminal or administrative action, suit, demand, claim hearing, notice or demand letter, notice of violation, investigation, or proceeding pending or threatened against Borrower,

relating in any way to Environmental Laws; and

(d) Lender will not be deemed to assume any liability or obligation or duty to clean-up or dispose of wastes on or relating to the Property. Borrower agrees to remain fully liable and will indemnify, defend and hold Lender harmless from any and all costs, losses and expenses (including, without limitation attorney's fees) relating to any Environmental Laws or Borrower's breach of any of the foregoing representations or warranties. The provisions of this Item 7 will survive the release or satisfaction of this Mortgage or the foreclosure hereof.

- 8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any inspection specifying reasonable cause therefor related to Lender's interest in the Property. Additionally, Lender shall have the right to inspect the books and records of the operation of the Property and make copies thereof during normal business hours and upon notice to Borrower. Borrower shall keep its books and records in accordance with generally accepted accounting principles covering the operation of the Property, should the same be income-producing. Lender may in its discretion require Borrower to deliver to Lender within 90 days after the close of each of the Borrower's fiscal years an audited statement of condition and profit and loss statement for the Property for the preceding fiscal year, prepared and certified by a certified public accountant acceptable to Lender.
- 9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. No awards or settlements shall be accepted without Lender's prior written consent.

Lender is authorized to settle any claim, collect any award, and apply the net proceeds, after deducting all costs of collection including attorney's fees, at Lender's option, either to restoration or repair of the Property, or to the sums secured by this Mortgage, and if, in the sole discretion of Lender, Lender is not satisfied with the adequacy of collateral for any remaining indebtedness, Lender may without further demand or notice elect to declare the whole of the remaining indebtedness immediately due and payable and may invoke any of the remedies afforded it by law, and/or by this Mortgage, including those permitted by Item 17 hereof.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of any installment payments referred to in Item 1 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower approved by Lender shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor or refuse time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower or Borrower's successors in interest.

11. Forbearance By Lender Not A Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of, or preclude the exercise of, any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the Indebtedness, Future Advances and Obligations secured by this Mortgage.

- 12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage, the note evidencing the Indebtedness or any of the Loan Documents, or as afforded by law or equity and may be exercised concurrently, independently or successively.
- 13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements contained herein shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Borrower and Lender, subject to the provisions of Items 16 and 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the Items of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

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14. Notice. Except for any notice required under applicable law to be given in another manner, any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified or registered mail, return receipt requested, to Borrower at the address set forth above or as carried on the records of the Lender. Any notice to Lender shall be given by certified or registered mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein.

15. Governing Law; Severability, This transaction shall be governed by the laws of the State where the Property is located. In the event that any provision or clause of this Mortgage or the Loan Documents conflicts with applicable law, such conflict shall not affect other provisions of either this Mortgage or the Loan Documents which can be given effect without the conflicting provision, and in this regard, the provisions of this Mortgage and the Loan Documents are declared severable.

16. Transfer of the Property and Interest Therein. If all or any part of the Property or an interest therein is sold, transferred, encumbered or otherwise conveyed by Borrower, without Lender's prior written consent, or if any contract to do any of the same is entered into by Borrower without Lender's prior written consent, excluding a transfer by devise, descent or, by operation of law upon the death of a joint tenant, it shall be deemed to increase the Lender's risk and Lender may, at Lender's option, either declare all the sums secured by this Mortgage to be immediately due and payable, or may consent to said conveyance in writing and may increase the interest rate of Indebtedness and/or impose whatever conditions it may deem necessary to compensate it for the increased risk. Lender shall have waived such option to accelerate if, prior to the conveyance, Lender and the person to whom the Property is to be conveyed reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sum secured by this Mortgage shall be at such rate as Lender shall request, If Lender has waived the option to accelerate provided in Item 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender may, in its discretion, release Borrower from all obligations under this Mortgage and the Loan Documents, and any such decision to release or not to release Borrower shall be evidenced by said written assumption agreement.

If Borrower herein is other than an individual or individuals acting on their own behalf, any change in the legal or beneficial ownership of such Borrower or entity which changes the identity of any person or persons having, directly or indirectly, more than 10% of either the legal or beneficial ownership of either such Borrower, such entity, or of the Property, shall be deemed to be a transfer within the meaning of this Item. Such transfer shall not be made, created, or suffered to be

made or created, without Lender's prior written consent.

17. Acceleration; Remedies. Upon the occurrence of an Event of Default (as defined in the Loan Documents) or a default in the payment of the Indebtedness, the Obligations or Future Advances hereby secured or any part thereof in accordance with the terms of this Mortgage, of the aforesaid Loan Documents or of any other document executed in conjunction with this Mortgage or the Loan Documents, or in the performance of any covenant or agreement of Borrower in this Mortgage or in the payment or performance of any document or instrument securing any Indebtedness or Obligation, or upon the filing of any lien or charge against the Property or any part thereof which is not removed to the satisfaction of Lender within a period of 30 days thereafter, the institution of any proceeding to enforce the lien or charge upon the Property or any part thereof, the filing of any proceeding by or against Borrower in bankruptcy, insolvency or similar proceedings, assignment by Borrower of its property for the benefit of its creditors, the placing of Borrower's property in receivership, trusteeship or conservatorship with or without action or suit in any Court, or the abandonment by Borrower of all or any part of the Property (herein "Events of Default"), then the Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without notice to the Borrower.

The sums secured hereby shall bear interest at the highest rate permitted to be charged on delinquent installments of principal and interest under the Loan Documents or the highest rate allowed by law, and this Mortgage shall become absolute and subject to foreclosure. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not

limited to, costs of documentary evidence, abstracts, title reports and reasonable attorney's fees.

18. Borrower's Right to Redeem. Borrower shall have such rights of redemption as are provided by the law of the State where the Property is located.

19. Dower. Borrower convenants that all dower interest, if any, in and to the Property is hereby remised, released and

forever quitclaimed unto Lender by Borrower.

20. Assignments of Rents. Upon the occurrence of an Event of Default, the Lender shall have the right without notice and without regard to the adequacy of any security for the sums hereby secured and with or without the appointment of a receiver, to enter upon and take possession of the Property, and Lender may operate, manage, rent and lease the Property and collect any rents, issues, income and profits therefrom, the same being hereby absolutely assigned and transferred to and for the benefit and protection of Lender, contingent only upon the occurrence of an Event of Default. All rents collected by Lender may be applied to the cost of operation, maintenance and repair, and reasonable collection, management and attorney's fees, and then in reduction of any sums hereby secured in such other proportions as Lender may determine.

21. Future Advances. Upon request by Borrower, Lender, at Lender's option, may make Future Advances to Borrower. Such future and additional loan advances, with interest thereon, shall be secured by this Mortgage, when evidenced by promissory notes stating that such notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage,

exceed the original amount of the Indebtedness plus \$0.

22. Rental of Property Restricted. Borrower shall not make, or suffer to be made, any lease of the Property or any part thereof, or any modification, extension or cancellation of any existing or future lease, without Lender's prior written consent. If, with Lender's written consent, there is a lease on the Property, Borrower is to perform all of Borrower's obligations under such lease or leases. Borrower is not to accept any prepayment of rent for more than one month in advance without Lender's prior written consent. Upon Lender's request from time to time, Borrower is to furnish Lender a statement, in affidavit form, in such reasonable detail as Lender may require, of all of the leases on the Property and, on demand, to furnish Lender executed counterparts of any and all such leases.

If Borrower shall enter into any lease agreement, written or oral, concerning the Property or any part thereof without having obtained Lender's prior written consent, Lender shall not be bound by, or obligated to perform under, any such lease

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in the event it exercises its remedies set forth in Item 20 or any other provision hereof.

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23. Release. Upon payment of all Indebtedness, Obligations and Future Advances secured by this Mortgage, Lender

shall discharge this Mortgage with any costs paid by Borrower.

24. Mortgage as Security For Other Liabilities. This Mortgage shall serve as security for every other liability or liabilities of the Borrower to the Lender and any of its affiliates however created, direct or contingent, due or to become due, whether now or hereafter existing and whether the same may have been or shall be participated in, in whole or in part by others, by trust agreement or otherwise, or on any manner acquired by or accruing to the holder hereof, whether by agreement with, or by assignment or endorsement to the Lender by anyone whomsoever.

It is the express intent of the parties hereto that this Mortgage and the note or notes given contemporaneously herewith, and any extensions or renewals thereof, shall also evidence and secure any additional loan advances made after the delivery of

this Mortgage to the recorder for record.

Notwithstanding the above, no debt or other liability, as described above shall be secured by the within Mortgage, if it shall hereafter be created in a "consumer credit transaction" as defined in Title 1, Consumer Credit Protection Act, 15 U.S.C.A., Sections 1601 et. seq., as amended, or any successor federal statute, or any applicable state statue containing substantially similar provisions.

25. Ohio Covenant. If the Property is located in Ohio, Borrower and Lender covenant that Lender is authorized to do all

things provided to be done by a mortgagee under section 1311.14 of the Ohio Revised Code.

26. Uniform Commercial Code Security Agreement. Borrower hereby grants Lender a security interest in all items included in the Property which can be subject to a security interest under the Uniform Commercial Code. Borrower will execute and deliver to Lender all financing statements and other documents requested by Lender to perfect its security in such property, and Borrower will pay the expense of filing such documents and of conducting a search of records in which documents are recorded. The covenants and agreements of Borrower throughout this Mortgage will apply to all items which are subject to the security interest granted herein. Upon the occurrence of any Event of Default under this Mortgage, Lender will have the remedies of a secured party under the Uniform Commercial Code and, at Lender's sole option, may also invoke the remedies provided in this Mortgage. In exercising any of such remedies, Lender may proceed against the items of real property specified above as part of the Property separately or together and in any order whatsoever, without in any way affecting the availability of Lender's remedies under the Uniform Commercial Code or of the remedies in this Mortgage. This Mortgage may be filed with appropriate authorities as a Uniform Commercial Code Financing Statement.

27. Flood Insurance. If any part of any of the Property lies within a "special flood hazard area" as defined and specified by the United States Department of Housing and Urban Development pursuant to the Flood Disaster Protection Act of 1973 as now in effect; Borrower shall (i) promptly purchase and pay the premiums for flood insurance policies as Lender deems required so that Lender shall be deemed in compliance with the rules and regulations and provisions of the Flood Disaster Protection Act of 1973 as then in effect: and (ii) deliver such policies to Lender together with evidence satisfactory to Lender that the premiums therefor have been paid. Such policies of flood insurance shall be in a form satisfactory to Lender, shall name Lender as an insured thereunder, shall provide that losses thereunder be payable to Lender pursuant to such forms of loss payable clause as Lender may approve, shall be for an amount at least equal to the Indebtedness or the maximum limit of coverage made available with respect to any of the Property under the National Flood Insurance Act of 1968, as amended, whichever is less, and shall be noncancelable as to Lender except upon thirty (30) days prior written notice given by the insurer to Lender. Within thirty (30) days prior to the expiration date of each such flood insurance policy, Borrower shall deliver to Lender a renewal policy or endorsement together with evidence satisfactory to Lender that the premium therefor has been paid. Borrower hereby indemnifies, saves, and holds Lender harmless from any losses incurred by Lender arising out of Borrower's failure to obtain and maintain such insurance.

28. Jury Waiver. BORROWER WAIVES THE RIGHT TO TRIAL BY JURY OF ANY MATTERS ARISING OUT OF

THIS MORTGAGE OR THE TRANSACTION CONTEMPLATED HEREBY.

AIMEE M. GALANTE
Notary Public, State of Ohlo
My Commission Expires
August 2, 2004

This Instrument was prepared by: Therese M. Paul, Esq.

Therese M. Paul, Esq. Fifth Third Bank P.O. Box 630785

Cincinnati, OH 45202-0785

Executed this 1st day of June, 2004.

By: FIFTH THIRD BAN

- David A Idaliaan

Lender Address: 38 Fountain Square Plaza

Cincinnati, OH 45263

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