

OPEN-END MORTGAGE
(With Future Advance Clause)

The effective date of this **MORTGAGE** is the _____ day of _____, 20____ and the names and addresses of the parties are as follows:

MORTGAGOR: _____

MORTGAGEE: _____

This Mortgage is given to secure the repayment of the **Secured Debt** as hereafter defined.

WITNESSETH: That the Mortgagor in consideration of ONE DOLLAR AND OTHER VALUABLE CONSIDERATIONS and upon statutory condition does by these presents convey unto the Mortgagee the following described real estate, with its rents, issues and profits, together with all buildings and all other improvements thereon or hereafter erected thereon, and all appurtenances thereto belonging, situated in _____Township, _____County, State of Ohio, to wit:

Schedule A, Legal Description attached

To have and to hold to the proper use of the Mortgagee forever. And the Mortgagor covenants with the Mortgagee, that at and until the execution and delivery of this Mortgage, he is well seized of the above-described premises, has a good and indefeasible estate in fee simple, and has good right to encumber them in manner and form as above written; that they are free and clear of all encumbrances, unrecorded conveyances and undisclosed interests whatsoever; and that he will warrant and defend said property, with the appurtenances thereunto belonging, to the Mortgagee, against all lawful claims and demands whatsoever.

MAXIMUM OBLIGATION LIMIT. The total principal amount of the Secured Debt (hereafter defined) secured by this Mortgage at any one time shall not exceed _____ (\$_____). This limitation of amount does not include interest, loan charges, commitment fees, brokerage commissions, attorneys' fees and other charges validly made pursuant to this Mortgage and does not apply to advances (or interest accrued on such advances) made under the terms of this Mortgage to protect Mortgagee's security and to perform any of the covenants contained in this Mortgage. Future advances are contemplated and, along with other future obligations, are secured by this Mortgage even though all or part may

not yet be advanced. Nothing in this Mortgage, however, shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment would need to be agreed to in a separate writing.

SECURED DEBT DEFINED. The term "Secured Debt" includes, but is not limited to, the following:

- A. The Promissory Notes, contracts, guaranties or other evidence of debt described below and all extensions, renewals, modifications or substitutions:

<u>Principal Amount</u>	<u>Date</u>	<u>Due date</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

- B. All future advances from Mortgagee to Mortgagor or other future obligations of Mortgagor to Mortgagee under any Promissory Note, contract, guaranty, or other evidence of debt existing now or executed after this Mortgage whether or not this Mortgage is specifically referred to in the evidence of debt.
- C. All obligations Mortgagor owes to Mortgagee, which now exist or 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 Mortgagee.
- D. All additional sums advanced and expenses by Mortgagee for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Mortgagee under the terms of this Mortgage, plus interest at the highest rate in effect, from time to time, as provided in the Promissory Note.
- E. Mortgagor's performance under the terms of any instrument evidencing a debt by Mortgagor to Mortgagee, this Mortgage, the Security Agreement and all other documents securing, guaranteeing, or otherwise relating to the Secured Debt.

PAYMENTS. Mortgagor agrees to make all payments on the Secured Debt when due and in accordance with the terms of the Promissory Notes, this Mortgage and Security Agreements.

DEFAULT. Mortgagor will be in default if any of the following occur:

- A. Any party obligated on the Secured Debt failed to make payment when due;
- B. A breach of any term or covenant in this Mortgage, any prior Mortgage, any loan agreement, security agreement or any other document evidencing, guarantying, securing or otherwise relating to the Secured Debt;
- C. The making or furnishing of any verbal or written representation, statement of warranty to Mortgagee that is false or incorrect in any material respect by Mortgagor or any person or entity obligated on the Secured Debt;
- D. The death, dissolution, or insolvency of, appointment of a receiver for, or application of any debtor relief law to, Mortgagor or any person or entity obligated on the Secured Debt;
- E. A good faith belief by Mortgagee at any time that Mortgagee is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment is impaired or the value of the Property is impaired;
- F. A material adverse change in Mortgagor's business including ownership, management, and financial conditions, which Mortgagee in its opinion believes impairs the value of the Property or repayment of the Secured Debt; or **The Mortgagor further agrees and covenants:**

(1) to pay, when due, all taxes, liens, judgments or assessments lawfully encumbering the property;

(2) that the proceeds of the Promissory Notes secured hereby are used solely for the purposes specified in the loan application;

(3) to keep the Property continuously insured, in an amount not less than the cost to replace the Property or an amount not less than one hundred percent (100%) of the full insurable value of the Property, whichever is greater, against loss or damage by fire, other hazards and theft with extended coverage. The Mortgagor shall also maintain comprehensive general public liability insurance, in an amount of not less than required by the Mortgagee. All insurance shall be with a company or companies satisfactory to the Mortgagee; all policies shall be in form satisfactory to the Mortgagee, shall be endorsed with a standard mortgagee clause in favor of the Mortgagee and shall provide for at least thirty (30) days notice of cancellation to the Mortgagee;

(4) to maintain the Property, fixtures and improvements in good repair, to refrain from the

commission of waste;

(5) the Mortgagee shall have the right to enter upon the Property at any reasonable hour for the purpose of inspecting the order, condition and repair of the buildings, fixtures and improvements erected thereon, all other Collateral securing amounts due the Mortgagee and the conduct of operations and activities on the Property. The Mortgagor shall provide the Mortgagee and its employees, agents and consultants rights of access to the Property, as well as such information about the Property and the past or present conduct of operations and activities thereon as the Mortgagee shall reasonably request;

(6) as used in this Section "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; "Environmental Law" means local, state and federal laws and regulations that relate to health, safety or environmental protection; "Actions" includes any response action, enforcement action, remedial action, cleanup, or removal action, as defined in Environmental Law; and an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup:

(a) Mortgagor represents that it has not created Environmental Conditions on the Property which violate Environmental Law or may give rise to Environmental Cleanup; that no Actions are pending or threatened, that it is in compliance with all Environmental Laws, that there are no underground tanks on the property, except as already disclosed, and that there is no contaminated soil located on the property;

(b) Mortgagor shall not cause or permit the release, or threatened release, of any Hazardous Substances on or in the Property. Mortgagor shall not cause or permit the illegal, non-permitted or unlicensed presence, use, disposal or storage of any Hazardous Substances on or in the Property. Mortgagor shall not do, nor allow anyone else to do, anything affecting the Property (i) that is in violation of any Environmental Law, (ii) which creates an Environmental Condition, or (iii) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property;

(c) Mortgagor shall promptly give Mortgagee written notice of (i) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Mortgagor has actual knowledge; (ii) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance; and (iii) any

condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Mortgagor learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Mortgagor shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Mortgagee for an Environmental Cleanup;

(d) Mortgagor shall conduct all operations and activities on the Property in accordance, and full compliance, with all Environmental Laws and, at all times, have all permits, licenses and approvals required by Environmental Laws;

(7) to pay all court costs, expenses of title examination, abstract fees, and when lawful, attorney's costs and fees incurred by the Mortgagee involving this Mortgage, the loan it secures and the enforcement thereof, and any such costs, expenses or fees paid or payable by the Mortgagee shall become a part of the debt secured hereby;

(8) that if the Mortgagor fails to pay, when due any tax, lien, judgment, assessment, court cost, attorney's fees or title evidence expense, or to maintain insurance as hereinbefore provided, the Mortgagee may do so, and all amounts so paid shall bear interest from date of payment at the rate set out for defaulted payments in the Note secured hereby;

(9) that there are hereby specifically assigned to the Mortgagee all rents, royalties, revenues, damages and payments of every kind at any time accruing under or becoming payable on account of the sale, lease or transfer or any interest in any portion of the property; all income and proceeds from the sale, production, mining, quarrying or other extraction of any oil, gas, water, soils, materials and minerals; and leases, rights or privileges of any kind now existing or that may hereafter come into existence covering the property and any condemnation proceedings or other seizure of all or part thereof under the right of eminent domain or otherwise, and all monies received by Mortgagee by reason of this assignment may be applied, at the option of the Mortgagee, upon any unpaid amounts of principal and/or interest provided that nothing herein shall be construed as a release of the lien of this Mortgage upon the Property and all of its constituents or a waiver of the priority of the lien of this Mortgage over any such lease, rights or privileges granted subsequent to the date of this Mortgage;

(10) that the Mortgagee may renew or substitute the evidence of indebtedness and may extend and defer the maturity of and reamortize said indebtedness, release any person from liability to repay said indebtedness and any such extensions, deferments, renewals and reamortizations will be secured hereby;

(11) that, if any portion of the debt secured hereby was incurred for the purpose of financing the construction, erection or installation of fixtures and/or improvements upon the property, such

construction, erection or installation shall be completed as soon as possible and not be unreasonably delayed or stopped;

(12) if all or any part of the Property or any Interest in the Property is sold or transferred (or if Mortgagor is not a natural person and a legal or beneficial interest in Mortgagor is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. Any, except in favor of the Mortgagee, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser." Interest in Mortgagor" means any legal or beneficial sale, conveyance, assignment, or other transfer of, or the grant of a security interest in, any share of stock, membership unit or equity instrument of the Mortgagor;

(13) that if the Mortgagor shall sell, transfer or lease the property, or if the ownership of any portion thereof shall be changed either by voluntary or involuntary transfer or by operation of law, or if the Mortgagor defaults in the payment of said indebtedness, or with respect to any warranty, covenant, or agreement herein contained, or if a receiver or trustee for any part of the property is appointed, or if any proceeding under the bankruptcy or insolvency laws is commenced by or against Mortgagor, or if Mortgagor becomes insolvent, or if, in defending any action commenced to foreclose or enforce a lien on any portion of the property, the Mortgagee elects to cross-claim and foreclose the lien of this Mortgage, then, at the Mortgagee's option, the entire indebtedness secured hereby shall forthwith become due and payable and bear interest at the rate set out for defaulted payments in the Note secured hereby, and the Mortgagee shall have the right to enter upon and take possession of the property and to foreclose the lien of this Mortgage;

(14) that in any foreclosure action or other proper proceeding the court shall, at the request of the Mortgagee, appoint a receiver for the property;

(15) that the omission of the Mortgagee to exercise its option upon any default as aforesaid, or to exercise any other option or right hereunder, shall not preclude it from the exercise thereof at any subsequent time or for any subsequent default;

(16) that Mortgagor authorizes any attorney to appear in a court of record and confess judgment, without process, against Mortgagor, in favor of Mortgagee, for any sum unpaid and due on the Secured Debt, together with costs of suit;

(17) that the covenants, agreements and provisions herein contained shall be binding upon and inure to the benefit of the heirs, devisees, personal representatives, grantees, successors, and assigns of the respective parties;

(18) Mortgagor covenants and agrees that Mortgagee can make an assignment of this

mortgage and/or the indebtedness secured hereby, in whole or in part;

(19) that wherever in this Mortgage either the Mortgagor or the Mortgagee is named or referred to, such naming or reference includes all of the class and assigns, heirs, personal representatives, grantees, or successors of either, as the case may be; and that the pronoun as used herein the third person singular, includes the person, number and gender appropriate to the first designation of the parties;

(20) to the extent not prohibited by law, Mortgagor knowingly and intentionally waives the right to a trial by jury with respect to any litigation arising from the Secured Debt, or any other agreement executed in conjunction with the Evidence of Debt and this Mortgage.

In the event that any provision or clause of this Mortgage conflicts with applicable law or is declared unenforceable by a court of competent jurisdiction or otherwise, then any such provision or clause shall be severable and shall not affect the remaining provisions of this Mortgage or the enforceability thereof.

THE CONDITION OF THIS MORTGAGE is such that if all Secured Debt is paid and each and all the covenants, conditions and agreements, either in the Note or in this Mortgage, are complied with, then this Mortgage shall be null and void, otherwise the same shall remain in full force and effect.

IN WITNESS WHEREOF, the said _____, has hereunto set its hand by _____, its sole Members this ____ day of _____, 20 ____.

By: _____

By: _____

STATE OF _____
COUNTY OF _____, SS:

Before me, a Notary Public, in and for said County and State, personally appeared _____, the sole Members of _____;
both duly authorized to execute and deliver this Mortgage on behalf of _____,
and acknowledged the signing of this Mortgage to be their voluntary act and deed individually and as the
Members of _____.

Notary Public

Commission expires: _____

This instrument prepared by _____

Schedule A
Legal Description