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GREENVILLE, S.C.

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OPEN-END MORTGAGE AND SECURITY AGREEMENT
(Maximum Amount \$1,750,000.00)

This Mortgage contains a future advance clause.

THIS MORTGAGE made as of the 17 day of April, 1984, between GREENVILLE MEDICAL CENTER, LTD., an Ohio Limited Partnership, (the "Mortgagor") and THE FIRST NATIONAL BANK OF CINCINNATI, a national banking association organized under the laws of the United States, ("Mortgagee"), having its principal place of business at Fifth and Walnut Streets, Cincinnati, Ohio 45202;

W I T N E S S E T H:

WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of FOUR HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$450,000.00) (the "Indebtedness") as provided in and evidenced by a promissory note of even date (the "Note") for said amount and payable in accordance with the terms thereof;

NOW, THEREFORE, to secure (i) the payment of the Indebtedness, (ii) the payment of any advances or expenses of any kind incurred by Mortgagee pursuant to the provisions of or on account of the Note or of this Mortgage, and (iii) the repayment of future advances disbursed by Mortgagee to Mortgagor in excess of the principal of the Indebtedness, the parties agree as follows:

ARTICLE I.

1.1 The Mortgagor does hereby grant, bargain, sell, release, convey, assign, transfer and mortgage unto the Mortgagee, all of its right and interest in and to the the following real property described on Exhibit A hereto (hereinafter the "Property"),

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