

(15) That time is of the essence of this Mortgage, and if there be default in performance of any covenants herein contained; or in making any payments under said note or obligation or any extension or renewal thereof; or if any other liens be filed against said property, which are not removed to the satisfaction of the Mortgagee within a period thirty (30) days from filing or if proceedings be instituted to enforce any other lien or charge upon any of said property, or upon the filing of a proceeding in bankruptcy by or against the Mortgagor(s), or if the Mortgagor(s) shall make an assignment for the benefit of creditors, or if Mortgagor(s) property be placed under control of or in custody of any court, or if the Mortgagor(s) abandon any of said property, then, in any of said events, the Mortgagee is hereby authorized and empowered, at its option, and without effecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare, without notice, all sums secured hereby due and payable whether or not such default be remedied by Mortgagor(s); and said Mortgagee may also immediately proceed to foreclose this mortgage.

(16) That the Mortgagee may employ counsel for advice or other legal service, at Mortgagee's discretion, in connection with any dispute as to the debt hereby secured or the lien of this instrument, or any litigation to which the Mortgagee may be made or becomes a party on account of this lien, or which may affect the title to the property securing the indebtedness hereby secured, or which may affect said debt or lien, and reasonable attorney's fees so incurred shall be added to and be a part of the debt hereby secured.

(17) That in the event of default in any of the installments due on said mortgage debt for a period of Thirty (30) days after becoming due, or in performing any of the other terms and conditions of this mortgage, then the whole amount secured by the mortgage, with arrearage of interest, penalties, and other charges of whatever nature, shall become due and payable at the option of the Mortgagee; and this mortgage may be foreclosed by due process of law for the full amount so due and unpaid; and in case of suit to foreclose the mortgage, said Mortgagee may take a personal judgment against said Mortgagor(s) for any balance due said Mortgagee.

(18) That this mortgage is given to improve the premises herein described, or to pay off prior encumbrances thereon, and the Mortgagor(s) hereby consents and agrees that the funds secured by this mortgage may be paid out by the Mortgagee as provided in Revised Code of Ohio, Section 1311.14, or any amendments thereto.

19. This mortgage is given to, and the parties hereto intend that it shall secure indebtedness in a maximum amount of \$17,700.00... evidenced by a note or notes of the mortgagor, or his successor in title, which indebtedness may include advances made by the holder of this mortgage, at its option, at the request of the mortgagor or his successor in title after this mortgage is delivered to the recorder for record. With respect to a construction loan, however, said advances are obligatory on the part of the mortgagee, subject to the terms and conditions of a Construction Mortgage Agreement entered into between the parties this date. The maximum amount of the unpaid balance of such indebtedness, in the aggregate and exclusive of interest thereon, which is or will be outstanding at any time is that set forth above, provided that this mortgage shall also secure unpaid balances of advances made for the payment of taxes, assessments, insurance premiums, or costs incurred for the protection of the mortgaged premises.

(20) The waiver by the Mortgagee of the breach of any of the terms and conditions of this mortgage, or of the note which this mortgage secures, shall not affect the right of remedy of the Mortgagee for any future breach.

The term "Mortgagors" wherever used herein shall include the singular as well as the plural, also heirs, legatees, devisees, administrators, successors, and assigns; the term "Mortgagee" shall include successors and assigns.

PROVIDED, HOWEVER, that if the said Mortgagor(s) shall well and truly pay the aforesaid obligation according to the tenor thereof, and shall pay any and all other indebtedness of every kind and description owing by or through said Mortgagor(s) to the Mortgagee, and perform and do all things on their part to be done or performed, then these presents shall be void; otherwise the same shall remain in full force and effect.

IN WITNESS WHEREOF, the said... WILLIAM R. JULIAN AND MILDRED JULIAN, Husband and wife... who hereby release(s) all right and expectancy of dower in said premises, have hereunto set... their... hand(s) this... 17th... day of... February... A. D., 1971..

Signed and Acknowledged in the Presence of us. Deborah A. Stemple, William R. Julian, Charles R. Faller, Mildred Julian

STATE OF OHIO COUNTY OF HAMILTON

Personally appeared before me Charles R. Faller and made oath that he saw the within named William R. Julian and Mildred Julian and their act and deed, delivered in instrument, and Deborah A. Stemple witnessed the execution

Sworn to before me, this 17th day of February A.D., 1971

Deborah A. Stemple (SEAL) Notary Public, Hamilton County, Ohio

Charles R. Faller

Recorded March 12, 1971 at 5:00 P. M., #21219.

Notary Public, Hamilton County, Ohio in Commission Expires, January 27, 1976