



1183 PAGE 387

OPEN-END MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That
WILLIAM E. JULIAN AND MILDRED JULIAN, Husband and wife Mortgagee(s),
 in consideration of **SEVENTEEN THOUSAND SEVEN HUNDRED AND 00/100 (\$17,700.00)** Dollars
 to them paid by **HUNTER SAVINGS ASSOCIATION, 400 Loveland-Madison Road, Loveland, Ohio, Mortgagee,** a
 corporation under the laws of Ohio, the receipt of which is hereby acknowledged, do hereby **GRANT, BARGAIN,**
SELL, and CONVEY to the said **HUNTER SAVINGS ASSOCIATION, its successors and assigns forever,** the following
 described real estate, to-wit: **See Exhibit "A" Attached**

THIS INSTRUMENT BEING EXECUTED IN DUPLICATE COPIES SIMULTANEOUSLY EACH CONSTITUTING AND BEING THE SAME ORIGINAL INSTRUMENT.

and all of the Estate, Title, and Interest of the said Mortgagor(s) either in Law or in Equity, of, in, and to the said premises and buildings and improvements thereon, and including, as a part of said real estate and subject to the lien of this mortgage, so far as they belong to or are used with said real estate or the buildings thereon, all heating, lighting, electric, plumbing, ventilating, air-conditioning, water and power systems, wall to wall carpeting, and fixtures, storm and screen windows and doors; and any appliances or equipment which are installed at the time of execution of this mortgage and which were considered in the value of the real estate; together with all of the privileges and appurtenances to the same belonging and all the rents, issues, and profits thereof which are hereby pledged, assigned, transferred, and set over unto the Mortgagee, whether now due or hereafter to become due. The Mortgagee is hereby subrogated to the rights of all mortgagees, lienholders, and owners paid off by the proceeds of the loan hereby secured.

TO HAVE AND TO HOLD the said property with said buildings, improvements, fixtures, appurtenances, apparatus, and equipment unto said Mortgagee, its successors and assigns forever, to the only proper use of the said Mortgagee, its successors and assigns forever.

And the said Mortgagor(s) do hereby covenant with said Mortgagee that they are the true and lawful owner of the said premises and have full power to convey the same and that the title so conveyed is clear, free, and unencumbered, and further that they do warrant and will defend the same against all claims of all persons whomsoever.

And the said Mortgagor(s) do further covenant and agree with the said Mortgagee as follows:

- (1) To pay to the Mortgagee the principal sum with interest thereon in accordance with the terms of the mortgage note of even date herewith, executed by the Mortgagor(s) herein in the principal amount herein stated, and secured by the within described real estate and mortgage, the terms and conditions of which note are herein incorporated by reference; and to pay other charges as herein provided.
- (2) That interest on all other indebtedness owing by Mortgagor(s) as to Mortgagee shall be promptly paid when due according to the terms of such loans, and that all principal debts owing by Mortgagor(s) to Mortgagee shall, when due, be paid in full; and it is understood that this mortgage, in addition to being security for the principal note of even date herewith, shall also be security for any and all other indebtedness of every kind and description, whether separately secured or otherwise, owing by the Mortgagor(s), or either of them, to the Mortgagee.
- (3) To pay all taxes and assessments, water charges, and other charges which are now due or may hereafter be levied, charged, or assessed upon said mortgaged property above described when due and payable according to law.
- (4) To maintain insurance upon the improvements now on or that hereafter may be put upon said premises in companies satisfactory to said Mortgagee against loss by fire or other hazards and in such amounts as Mortgagee may require, all policies of insurance to have attached thereto the standard form of mortgagee clause, without contribution, in favor of the Mortgagee and be delivered to and be held by said Mortgagee. This mortgage shall operate as an assignment to Mortgagee of said policies, whether delivered or not. At the option of the Mortgagee, the proceeds of loss under any policy of insurance, whether endorsed payable to the Mortgagee or not, may be applied in payment of the principal, interest, or any other sums secured by this mortgage whether due or not, or to the restoration or replacement of any building on said premises without in any way affecting the lien of this mortgage or the obligation of the Mortgagor, or any other person, for payment of the indebtedness hereby secured, whether such Mortgagor be the then owner of said premises or not.