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Mortgage Deed

BY A CORPORATION

KNOW ALL MEN BY THESE PRESENTS, That The First Unitarian Church of Columbus, O. -

Being situated in the State of Ohio, County of Franklin, and City of Columbus, and being part of an original 13 Acre tract described in D. B. 502, page 384, Recorder's Office, Franklin County, Ohio, and being also that tract deeded to Mary Phillips by deed dated September 1, 1949, and being also a part of Lot No. 3 of Rathbone Subdivision, a parcel plat of Range 18, Township 1, Quarter Township 2, U. S. Military Lands and being more particularly described as follows: Beginning at an iron pin set in the south line of Weisheimer Road (50.0' wide), and S. 89 deg. 06 min. E., 454.40 feet from the east line of Rosemary North Addition (Plat Book 10, page 396, Recorder's Office, Franklin County, Ohio) measured along the south line of said Weisheimer Road; Thence continuing S. 89 deg. 06 min. E., and along the south line of said Weisheimer Road, 93.50 feet, to an iron pin set in the east line of said original 13 Acre tract; Thence deflecting to the right 89 deg. 27 min. 50 sec., and along the east line of said 13 Acre tract, measure 438.20 feet, to an iron pin representing the south east corner of said 13 Acre tract; Thence deflecting to the right 90 deg. 20 min. and along the south line of said 13 Acre tract, and the north line of an 8.0' alley in Rosemary Addition, measure 96.8 feet, to an iron pin; thence deflecting to the right 90 deg. 05 min. 40 sec., measure 438.55 feet, to the place of beginning, containing 0.958 Acres, subject however to all easements of record.

together with the privileges and appurtenances thereunto belonging and all the rents, issues and profits which may arise or be had therefrom; and all the estate, title and interest of the said Mortgagor either in law or in equity, of, in and to the said premises; to have and to hold the above-granted and bargained premises, with all the privileges and appurtenances thereto belonging, including all heating, plumbing, and lighting fixtures and equipment now or hereafter attached to or used in connection with the said premises, and all the rents, issues and profits which may arise or be had therefrom, unto the said Mortgagee, its successors or assigns, forever. And the Mortgagor covenants that at and until the execution and delivery of these presents, it is well seized of the above-described premises in fee simple, and has good right to bargain and sell the same in manner and form above-written, and that the same are free from all encumbrances whatsoever; and that it will warrant and defend said premises, with the above-mentioned appurtenances, to the said Mortgagee, its successors and assigns, forever, against all lawful claims and demands whatsoever.

The conditions of this Mortgage Deed are such that,

WHEREAS the Mortgagor has executed and delivered to the Mortgagee a certain promissory note, of even date herewith, in the principal sum of Fifteen thousand - - - - - - - - Dollars (\$ 15,000.00), with interest from date at the rate therein specified, computed monthly on the unpaid balance, until paid, said principal and interest being payable at the office of the PARK FEDERAL SAVINGS AND LOAN ASSOCIATION in Columbus,

Ohio, in consecutive monthly installments of One hundred and twenty- - Dollars (\$ 120.00) commencing on the first day of February, 1956 , and continuing on the first day of each month thereafter until the principal and interest are fully paid, and providing further that if any of said monthly payments shall become due and remain unpaid for the period of three months, then the entire principal and the accrued interest shall, without demand or notice, immediately become due and payable at the option of the holder hereof; and

WHEREAS the Mortgagor further covenants and agrees:

FIRST: That it will promptly pay the principal and interest on the indebtedness evidenced by said note, at the times and in the manner therein provided and;

SECOND: That in order to more fully protect the security of this Mortgage Deed, the Mortgagor further covenants and agrees

Upon a default in any of the terms of the note secured hereby, or upon a breach of any condition or covenant of this Mortgage Deed, the rents of the real estate herein described shall immediately accrue to the benefit of the Mortgagee, and such rents shall be immediately payable to the Mortgagee.

Upon any default in the note secured hereby, or of the covenants of this Mortgage Deed, foreclosure proceedings may be instituted, at the option of the Mortgagee. In any such action, the Mortgagee shall be entitled, without notice and without regard to the adequacy of the security of the debt, to the appointment of a receiver for the collection of the rents and profits of the mortgaged premises.

Now, therefore, if the Mortgagor shall well and truly perform all the conditions of this Mortgage Deed, and of the note secured hereby, then this Mortgage Deed shall be void; otherwise, it shall remain in full force and virtue.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors or assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

IN WITNESS WHEREOF, The said The First Unitarian Church of Columbus, O.

in pursuance of a resolution adopted by its Board of Directors on the

July, 1955 day of

its President

has hereunto caused its seal to be affixed and these presents to be

subscribed by Dorothy E. Jones Treasurer

30th

and Juanita Mauger January, 1956 day of

Executed in the presence of:

Jacob C.

The First Unitarian Church of Columbus,Q

Jones

Juanita Mauger,

STATE OF OHIO

FRANKLIN COUNTY

BE IT REMEMBERED, That on this 30th day of January, 1956, before me the subscriber, a Notary Public, in and for said County and State, personally appeared the above-named, The First Unitarian Church of Columbus, the Mortgagor, by Dorothy E. Jones its President andJuanita Mauger

Treasurer

and as such President and

Treasurer

July, 1955 by resolution adopted by its Board of Directors on the 8th day of acknowledged the signing of the same to be the voluntary act and deed of said corporation, for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal.

This instrument was prepared by Carl F. Fergus, Attorney-at-Law.

NOTARY PUBLIC, FRANKLIN COUNTY, OHIO

Notary Public Franklin County, 1

MY COMMISSION EXPIRES MAY 13, 1958

RELEASE OF MORTGAGE

The conditions of the within Mortgage having been compiled with, the same is hereby cancelled and released this 7

By Order of the Board of Directors, PARK FEDERAL SAVINGS AND LOAN ASSOCIATION

Vice-President -President Secretary

MORTGAGE DEED

-FROM-

The First Unitarian Church of

Columbus, O.

1429

TO

Park Federal Savings and Loan Association

Filed

JAN 3 CARI CELLED

MAY 8 195919

at 4 o'clock JAMES A SCHAEFER RECORDER RECORDER FRANKLIN COUNTY, OHIO FRANKLIN

Recorded

FEB 1 1956

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Recorder

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