

Return To:

National City Bank
P.O. Box 8800

Dayton, OH 45401-8800

Prepared by:
MINDY ARNOLD

National City Bank
P.O. Box 8800
Dayton, OH 45401-8800

THE OHIO COUNTY DEPARTMENT OF PUBLIC SAFETY
The foregoing instrument is a full,
true and correct copy of the original.

0005585370

Attest:

John H. Hanna
John H. Hanna

[Space Above This Line For Recording Data]

MORTGAGE

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated June 11, 2007 together with all Riders to this document.

(B) "Borrower" is

MICHELLE L BROWN Unmarried

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is National City Mortgage a division of National City Bank

Lender is a National Banking Association organized and existing under the laws of United States

Lender's address is 3232 NEWMARK DRIVE, MIAMISBURG, OH 45342

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated June 11, 2007. The Note states that Borrower owes Lender

(U.S. \$ NINETY SIX THOUSAND EIGHT HUNDRED & 00/100 Dollars
96,800.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than July 1, 2037

OHIO Single Family Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

VMP-6(OH) (0405).02

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Initials

MLB

VMP Mortgage Solutions, Inc.

Form 3036 1/01



(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | | | | |
|--------------------------|-----------------------|--------------------------|--------------------------------|--------------------------|--------------------|
| <input type="checkbox"/> | Adjustable Rate Rider | <input type="checkbox"/> | Condominium Rider | <input type="checkbox"/> | Second Home Rider |
| <input type="checkbox"/> | Balloon Rider | <input type="checkbox"/> | Planned Unit Development Rider | <input type="checkbox"/> | 1-4 Family Rider |
| <input type="checkbox"/> | VA Rider | <input type="checkbox"/> | Biweekly Payment Rider | <input type="checkbox"/> | Other(s) [specify] |

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRUTH-IN-LENDING DISCLOSURE STATEMENT
 (THIS IS NEITHER A CONTRACT NOR A COMMITMENT TO LEND)

LENDER OR LENDER'S AGENT:
 National City Mortgage
 a division of National City Bank

Preliminary Final
 DATE: 6/11/2007
 LOAN NO.: 0005585370
 Type of Loan: CONV UNINS
 Fixed

BORROWERS: MICHELLE L BROWN

ADDRESS: 533 W MAIN ST
 CITY/STATE/ZIP: NAPOLEON, OH 43545
 PROPERTY: 533 W MAIN ST
 NAPOLEON, OH 43545

INDEX:
 INTEREST RATE: 6.500

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	6.562 %	FINANCE CHARGE The dollar amount the credit will cost you.	\$ 124,358.40
PAID AMOUNT SCHEDULE:		Amount Financed The amount of credit provided to you or on your behalf.	\$ 95,898.86
Total of Payments The amount you will have paid after you have made all payments as scheduled.			\$ 220,257.26

NUMBER OF PAYMENTS	AMOUNT OF PAYMENTS	PAYMENTS ARE DUE MONTHLY BEGINNING	NUMBER OF PAYMENTS	AMOUNT OF PAYMENTS	PAYMENTS ARE DUE MONTHLY BEGINNING
359	611.85 603.11	8/01/2007 7/01/2037			

DEMAND FEATURE: This loan does not have a Demand Feature. This loan has a Demand Feature as follows:

VARIABLE RATE FEATURE:

This Loan has a Variable Rate Feature. Variable Rate Disclosures have been provided to you earlier.

SECURITY: You are giving a security interest in the property located at: **533 W MAIN ST NAPOLEON, OH 43545**

ASSUMPTION: Someone buying this property cannot assume the remaining balance due under original mortgage terms may assume, subject to lender's conditions, the remaining balance due under original mortgage terms.

FINING / RECORDING FEES: \$ SEE HUD-1 SETTLEMENT STATEMENT

PROPERTY INSURANCE: Property hazard insurance with a mortgage clause to the lender is a required condition of this loan. Borrower may purchase this insurance from any insurance company acceptable to the lender.
 Hazard insurance is is not available through the lender at an estimated cost of \$ _____ for a _____ year term.

LATE CHARGES: If your payment is more than **15** days late, you will be charged a late charge of **5.00** overdue payment.

PREPAYMENT: If you pay off your loan early, you will not have to pay a penalty. will not be entitled to a refund of part of the finance charge.

See your contract documents for any additional information regarding non-payment default.

SIGNATURE/NAME AFFIDAVIT

DATE: 6/11/2007

LOAN #: 0005585370

BORROWER: MICHELLE L BROWN

THIS IS TO CERTIFY THAT MY LEGAL SIGNATURE IS AS WRITTEN AND TYPED BELOW.
(This signature must exactly match signatures on the Note and Mortgage or Deed of Trust.)

Michelle L. Brown
(Print or Type Name)

Michelle L. Brown
Signature

(if applicable, complete the following.)

I AM ALSO KNOWN AS:

Shelli Brown
(Print or Type Name)

Shelli Brown
Signature

(Print or Type Name)

Signature

(Print or Type Name)

Signature

(Print or Type Name)

Signature

and that

and the same person.

are one

State/Commonwealth of Ohio
County/Parish of Henry

Subscribed and sworn (affirmed) before me
this 11th day of June, 2007

John

Notary Public

State/Commonwealth of OHIO HANNA, ATTORNEY AT LAW
Acting in the County/Parish of Henry
NOTARY PUBLIC - STATE OF OHIO

My Commission Expires: SECTION 147.03 R.C.

NOTE

June 11, 2007
[Date]

NAPOLEON
[City]

OHIO
[State]

533 W MAIN ST, NAPOLEON, OHIO 43545

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S.\$ 96,800.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is National City Mortgage a division of National City Bank

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 6.500 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 5(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1st day of each month beginning on August 1, 2007. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on July 1, 2037

that date, which is called the "Maturity Date."

I will make my monthly payments at

P.O. Box 533510, Atlanta, GA 30353-3510

National City Mortgage Co.

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S.\$ 611.85.

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

MULTISTATE FIXED RATE NOTE-Single Family- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3200 1/01

Wollers Kluwer Financial Services

WAMP 06-5N (02/07) 01

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Initials:

[Handwritten Signature]



TAX INFORMATION FORM

NAME MICHELLE L. BROWN LOAN NO. 0005585370
ADDRESS 533 W. MAIN ST.
CITY AND STATE NAPOLÉON, Ohio 43545
COUNTY HENRY TAXING UNIT City of Napoleon

LEGAL DESCRIPTION Part of Lot 12 of Phillips and Staffords Addition
of out lots to City of Napoleon, Henry County, Ohio

PROPERTY IDENTIFICATION NUMBER 41-009452.0980

TYPE OF TAX real estate WHEN BILLED 12/2006 WHEN
DUE 02/07/07 and 07/11/07
THESE TAXES ARE PAYABLE TO Henry County Treasurer
LAST AMOUNT DUE \$817.01 WHEN LAST
PAID 06/15/07

TYPE OF TAX WHEN BILLED WHEN
DUE THESE TAXES ARE PAYABLE TO

LAST AMOUNT DUE WHEN LAST
PAID

TYPE OF TAX WHEN BILLED WHEN
DUE THESE TAXES ARE PAYABLE TO

LAST AMOUNT DUE WHEN LAST
PAID

ARE THERE ANY SPECIAL ASSESSMENTS ON THIS PROPERTY? IF SO, LIST THE TYPE, LAST AMOUNT
DUE, WHEN PAID, AND WHEN THEY WILL BE DUE NEXT
Yes, West Main, Welsted, Vine St. Assessment
included in tax figure above.
THESE SPECIAL ASSESSMENTS ARE PAYABLE TO-
Henry County Treasurer

TAXES FOR THE YEAR 2006 ARE ASSESSED IN THE NAME
OF Brown, Michelle L.
National City Mortgage Co. a subsidiary of National City Bank
THE FIRST TAXES TO BE PAID FROM THIS MORTGAGOR'S ESCROW ACCOUNT BY

WILL BE DUE 01/2008
REMARKS

CLOSING AGENT John H. Hanna
CLOSING OFFICER'S SIGNATURE
DATE THIS FORM WAS PREPARED June 15, 2007

NOTE: ALL BLANKS MUST BE COMPLETED WITH DATA OR N/A. USE THE REMARKS SECTION FOR
NOTING ANY INFORMATION REGARDING DELINQUENCIES, TAX EXEMPTIONS, OR OTHER
PERTINENT INFORMATION

Exhibit "A"

Situated in the City of Napoleon, County of Henry and State of Ohio and known as:

Being the easterly half of the north eight rods of the westerly half of Lot Twelve of Phillips and Staffords Addition of out lots to said City of Napoleon, to-wit: Commencing 37 feet one and one half inches east from a point where the westerly line of said Lot 12 intersects with the southerly line of West Main Street in said City of Napoleon, running thence in a southerly direction and parallel with the west line of said Lot 12 a distance of 132 feet to a point; thence in an easterly direction and parallel with the southerly line of said West Main Street a distance of 37 feet one and one half inches to a point; thence in a northerly direction and parallel with the westerly line of said Lot 12 a distance of 132 feet and to West Main Street; thence in a westerly direction along and on the southerly line of West Main Street a distance of approximately 37 feet one and one half inches and to the place of beginning.

Subject to the right of the owners of the westerly quarter of north part of said Lot 12 to use the joint driveway for ingress and egress to their garage. Said joint driveway being located partially on the westerly four feet of the above described premises, together with the right to use the joint driveway for ingress and egress to the garage. Said driveway being partially located on the easterly 4 feet of the westerly quarter of the north eight rods of said Lot 12 (Vol. 89, page 423, Records of Deeds, Henry County, Ohio.)

MUB

OCCUPANCY AFFIDAVIT AND FINANCIAL STATUS

TO:

Federal Housing Administration
Fannie Mae
Freddie Mac
Department of Veterans Affairs

0005585370

PROPERTY ADDRESS:

533 W MAIN ST
NAPOLEON, Ohio 43545

FHA / Fannie Mae / Freddie Mac /
VA CASE NO.:

We the undersigned purchaser(s) of the above captioned property understand that one of the conditions of our loan is that we occupy the subject property and we do hereby certify as follows:

We will occupy the subject property upon close of escrow; if unable to occupy by close of escrow, we will occupy by the following date:

We now occupy the subject property.

We the undersigned purchaser(s) also hereby certify that there have been no significant changes in our financial status i.e., employer, income, available cash, etc., and that our loan application to FHA/VA or conventional lender reflects our current financial position.

We are aware of and understand that if we fail to move into the property by the specified time that we are subject to prosecution under Section 1010, Title 18, United States Code, Federal Housing Administration Transactions, and that we are liable to be fined not more than \$5,000, or imprisoned not more than two years, or both. We are aware of and understand that other Federal Statutes provide severe penalties for any fraud or misrepresentation made for the purpose of influencing the issuance of any guaranty or insurance or the making of any loan by the Secretary of Veterans Affairs.

Michelle L. Brown
MICHELLE L BROWN

Borrower

Borrower

STATE OF Ohio

Borrower

Borrower

County ss: HENRY

County ss: HENRY

Subscribed and sworn to before me this 11th

day of June 2007

WITNESS my hand and official seal.

Notary Public

State/Commonwealth of

County of

JOHN H HANNA, ATTORNEY AT LAW
Acting in the County/Parish/Territory PUBLIC - STATE OF OHIO

MY COMMISSION HAS NO EXPIRATION DATE
SECTION 147.03 R.C.

My Commission Expires:



851 (0-09)

VMP Mortgage Solutions, Inc. (800)521-7291

8/04



Lender: National City Mortgage
a division of
National City Bank
Borrower(s): MICHELLE L. BROWN

Loan Number: 0005585370

6/11/2007

Property Address: 533 W MAIN ST
NAPOLSON, OH 43545

COMPLIANCE/DOCUMENT CORRECTION AGREEMENT

AGREEMENT TO CORRECT MISSTATED OR PROVIDE ADDITIONAL DOCUMENTATION OR FEES: In consideration of Lender disbursing funds for the closing of the loan secured by the property being encumbered, and regardless of the reason for any loss, misplacement, or inaccuracy in any loan documentation, Borrower(s) agrees as follows: If any document is lost, misplaced, misstated, or inaccurately reflects the true and correct terms and conditions of the loan, upon request of Lender, Borrower(s) will comply with Lender's request to execute, acknowledge, initial, and deliver to Lender any documentation Lender deems necessary to replace or correct the lost, misplaced, misstated, or inaccurate document(s). If the original promissory note is replaced, the Lender hereby indemnifies the Borrower(s) against any loss associated with a demand on the original note. All documents Lender requests of borrower(s) shall be referred to as "Replacement Documents". Borrower(s) agrees to deliver the Replacement Documents within thirty (30) days after receipt by Borrower(s) of a written request for such replacement. Borrower(s) also agrees that, upon request, Borrower(s) will supply additional amounts and/or pay to Lender any additional sum previously and properly disclosed to Borrower(s) as a cost or fee associated with the loan which for whatever reason was not collected at closing.

This agreement is not intended to address errors or inaccuracies in any consumer disclosures given to Borrower(s) in connection with Borrower(s) loan. Such errors or inaccuracies will be addressed by Lender in accordance with the applicable consumer law or regulation.

REQUEST BY LENDER: Any request under this agreement may be made by the Lender including assignees and persons acting on behalf of the Lender or Settlement agent and shall be prima facie evidence of the necessity for same. A written statement addressed to Borrower(s) at the address indicated in the loan documentation shall be considered conclusive evidence of the necessity for Replacement Document.

BORROWER(S) LIABILITY: If Borrower(s) fails or refuses to execute, acknowledge, initial, and deliver the Replacement Documents or provide the additional documents or fees to Lender more than thirty (30) days after being requested to do so by Lender, and understanding that Lender is relying on these representations, Borrower(s) agrees to be liable for any and all loss or damage which Lender reasonably sustains thereby, including but not limited to all reasonable attorney's fees and costs incurred by Lender.

This Agreement shall survive the closing of the Loan and insure to the benefit of the Lender, its successors and assigns, and be binding upon the heirs, devisees, personal representatives, successors, and assigns of Borrower(s).

Michelle L. Brown
Borrower MICHELLE L. BROWN

Borrower

Borrower

Borrower

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