

X 79

OPEN-END MORTGAGE --TOTAL INDEBTEDNESS NOT TO EXCEED \$. 24,000.00

MORTGAGE DEED

KNOW ALL MEN BY THESE PRESENTS, That James K. husband and wife Kuser and Helen L. Kuser

of the County of Henry and State of Ohio, the Grantor S for and in consideration of the su

TWENTY-FOUR Thousand and no/100----- Dollars (\$ 24,000.00) to them paid by the FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF DEFIANCE, a corporation organized and existing under the laws of the United States, and having its principal place of business at Defiance, Oho, Grantee, the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey unto the Grantee, its successors or assigns forever, the following described premises, admitted in 24,000.00

Tract 1: Situated in and known as: the City of Napoleon, County of Henry, and State of Ohio, 0.84

six (96) 51⁰08' E A parcel of la Township Five containing 0.591 acres together with the right Beginning at an iron Eighty-three Hundredths to an iron pipe; 6) in Majestic Heights Addition to Napoleon, Ohio; the East Two Hundred Twenty and Ninety-eight Hundredths o an iron pipe; thence South 15017' East One Hundred on an iron pipe; thence South 40054' West One Hundred ghty-three Hundredths (128.83) feet to an iron pipe; West One Hundred Sixty-four (164) feet to the place iron pipe at Ohio, land in the Northwest Quarter of Section Twenty-three (23), and more North, ce particularly de pipe North 38056' the Northeasterly Range Six (6) described East, East a distance of (90.00) corner of Lot Number Ninetyfeet to the place of beginning, Napoleon Township, Henry മ follows thence North Twenty-eight thence North Fifty (150) (220.98)feet

thence North 38°56' East Ninety (90.00) feet to a point; thence 51°08' East Eighty and Twenty Hundredths (80.20) feet to a point; thence South 38°52' East Twenty-four and Forty-five (24.45) fe a point; thence South 51°08' West Seventy-five (75.0) feet to pipe; thence South 38°56' West Ninety (90.00) feet to an iron at the Northeasterly corner of said Lot Number Ninety-six (96) thence North 50°53' West along the Northerly size (96) 96 in said Majestic Heights Addition, and a parcel of land beg at an iron pipe at the Northwesterly corner of said Lot Number thence North 38°56' East Ninety (90.00) feet to a point; thence conveyed over (25.0) feet the control of the contr the acres be the same more or less;
right of ingress to and egress from the parcel here
the following described parcels, to-wit: Lot Number West along the Northerly side of said Lot Twentyland beginning thence point; to an iron feet pipe 96 North

deed subject, recorded in Volume 160, ty, Ohio. 25.0) feet to the place of beginning; , however, to zoning restrictions of record, easements of and the reservations and restrictions set forth in a certain a t page 470, of the Deed Records of Henry

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

Range Being a part of the Northwest Quarter of Section 23, Township 5 North East;

conveyed over the following described parcers, wowever.

Lot Number 96 in said Majestic Heights Addition and a parcel adjacent thereto beginning at the Northeasterly corner of said Lot No. 96, thence N 38°56' E 90.0 feet to a point; thence S 50°53' E 25.0 feet to an iron pin; thence S 38°56' W 90.0 feet to a pipe at the Southwesterly corner of said Lot No. 96; thence N 50°53' W 25.0 feet to the place of The place of beginning being at an iron pin N 38°56' E 35.0 feet from the Northeasterly corner of Lot No. 95 in Majestic Heights Addition in the City of Napoleon, Henry County, Ohio; thence N 38°56' E 55.0 feet to an iron pin; thence S 50°53' E 182.0 feet to an iron pin; thence S 40°54' W 55.03 feet to an iron pin; thence N 50°53' W 180.1 feet to the place of beginning containing 0.2286 of an acre together with the right of ingress to and egress from the parcel herein conveyed over the following described parcels, to-wit:

pursuant to such insurance contract, may, at the election of the Grantee, be applied to the insurance contract, may, at the election of the Grantee, be applied to the indebtedness then remaining unpaid, or may be released to the Granter for the purpose of rebuilding or repairing the damaged premises.

4. They will keep the mortgaged premises in as good order and condition as they now are and to commit and permit no waste thereon.

5. If there shall be any change in the ownership of the premises covered hereby without the consent of the Grantee, the entire principal and all accrued interest shall become due and payable at the election of the Grantee, and foreclosure proceedings may be instituted hereon.

6. Upon a default in any of the terms of the note secured thereby, or upon a breach of any condition or covenant of this deed, the permits issues, profits, crops and emblements of the real estate herein described shall immediately accrue to the benefit of the Grantee, and shall be mitted, without notice and without regard to the adequacy of the debt, to the appointment of a receiver of the rents, issues, profits, crops and emblements of the mortgaged premises.

8. This mortgage is given to improve the real estate herein described and/or to pay off prior encumbrances thereon, or both. The Grantee is authorized and empowered to do all things, including disbursement of proceeds, as provided in Section 1811.14 of the Revised Code and any same