

+50000*

MORTGAGE

Amounts of renovation

KNOW ALL MEN BY THESE PRESENTS that the _____ a Needs
(Name of non-profit corporation)
non-profit corporation, whose address is _____ (the
(address, city, state, zip)
"Mortgagor"), in consideration of \$ _____ in hand paid to Mortgagor by the
_____ (the Mortgagee) located at _____, the
receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey with
mortgage covenants to Mortgagee the real estate located at
_____, and more specifically described as follows:

Recorded

See attached "Exhibit A"

And hereinafter referred to as the "Premises". This debt is evidenced by Mortgagor's Note in the amount of \$ _____ payable to the Mortgagee and dated of even date herewith (the "Note").

Mortgagor hereby grants all the state, title and interest of the Mortgagor, either in law or equity of, in and to the said Premises; together with all the privileges and appurtenances to the same belonging, and all the rents, issues and profits thereof; to have and to hold the same to the only proper use of the Mortgagee and its heirs and assigns forever.

And the Mortgagor does further covenant to pay when due and payable all taxes, rates, charges and assessments that may now or hereafter be levied, charged or assessed against Premises, or any part thereof maintain extended peril insurance against loss by fire and other hazards upon the improvements now on, or that hereafter may be put upon, the Premises in such companies satisfactory to the Mortgagee in an amount equal to the amount of any prior mortgage and the ace amount of this Mortgage up to and full of the improvements or in such lesser amounts as the mortgagee may require; and, upon demand of the Mortgagee, to attach to such policies of insurance the standard form of mortgagee clause, without contribution, in favor of the mortgagee, to be delivered to and held by the Mortgagee; and further, that in default thereof, the Mortgagee may pay taxes, rates, charges and assessments, and insure improvements for its own protection, the costs and expenses thereof, to be repaid by the Mortgagor to the Mortgagee on demand; and that in default of such repayment, the amount of advances, including advanced made for the protection of the Premises, with interest, shall become a lien upon the Premises, secured by this Mortgage. In the event of default, interest shall accrue in the amount of the principal then due at a rate of 10% per annum in accordance with the Note executed simultaneously herewith.

The Mortgagor further covenants to keep the Premises and all buildings and other improvements thereon in good conditions or repair; to comply with all laws ordinances and regulations of all public authorities relating to the Premises; not to suffer any waste to be committed thereon, and not to remove, demolish or alter any building thereon or any of the mortgaged property situated therein, without the consent of the Mortgagee and further that should the Mortgagor transfer, sell or convey all or any part of the Premises without previously obtaining the written consent of the

Mortgagee, the indebtedness secured hereby shall at once become due and payable at the option of the Mortgagee, without further notice.

In the event Mortgagee declares a default under the Note or other mortgage securing the Note, the undersigned will pay all of the expenses incurred by the Mortgagee or its agents in the course or enforcing Mortgagee's rights, including, but not limited to attorney fees, witness fees, court costs, deposition and copying costs, advertising, auctioneers and real estate agent commissions.

In the event of any suit or legal proceeding wherein the Mortgagee shall be made a party thereto by reason of this Mortgage, all cost and expenses, and the reasonable fees and charges of all attorney's in such suit or proceeding, shall be a further lien and charge upon the Premises and all such costs and expenses shall become additional indebtedness secured hereby and be allowed in any decree foreclosing this Mortgage.

This Mortgage is subject to that Agreement between the _____ (county board) and _____ (non-profit) dated _____ (Today's date)

PROVIDED NEVERTHELESS, that if the Mortgagor shall keep, observed and perform all of the covenants and condition of this Mortgage, and shall pay, or cause to be paid, according to the tenure an effect thereof, the Note, and any extensions or renewals thereof, then this Mortgage shall be void.

IN WITNESS WHEREOF, _____ (non-profit) by its agent, has hereunto set its hand this _____ (today's date)

WITNESSES:

Agent

Chairperson/Authorized Signer-

NOTARIZED BY:

* 5000 * Amounts of renovation

This suggested format was not developed by the Ohio Department of Developmental Disabilities. It is intended that you provide this sample as a possible time saving framework to your attorney to be revised as necessary to fit your specific needs. You are required to submit a similar document that should be prepared by an attorney.

PROMISSORY NOTE

For value received, the undersigned, _____ promises to pay upon demand to the order of the _____ County Board of Mental Retardation and Developmental Disabilities (hereinafter called Payee), or its successors or assigns, the sum of \$ _____ in lawful money of the United State of America at the Principal office of the Payee in _____, Ohio, or such other place as the Payee may designate to Maker in writing, with interest from the date the debt becomes due and payable, in accordance with the terms set forth below:

- (1) The Note is secured by a (first or second) _____ mortgage (hereinafter called _____ Mortgage) bearing the same date as this Note given by Maker to Payee which is a lien upon certain property in _____, Ohio, on (street address) _____, in said _____ mortgage.
- (2) In the event Maker shall fail to pay when due any installment of taxes and assessments on the Property, the unpaid balance of this Note shall at once become due and payable at the option of the holder hereof, and Maker shall pay it to Payee immediately on demand therefore.
- (3) This Note is evidence of a debt which Maker is obligated to repay to the Payee immediately upon Makers' failure to adhere to any of the contractual provisions owed by Maker under the _____ Contract executed by the Maker and Payee on (date) _____, a copy of which is attached hereto and hereby incorporated by reference as a component of this Note, and to the Project Agreement of the Housing Program for persons participating in the Supported Living Program between the Payee and the State of Ohio, a copy of which is attached hereto and incorporated by reference as a component of this Note.

The Maker owes no payment to the Payee under the terms of this Note, so long as the Payee does not breach any contractual provision identified above in paragraph 2 of this Note. In addition:

- (A) This Note is further subject to all the terms and conditions contained in the _____ Mortgage. In case of default thereunder, or upon breach of any of the other covenants, stipulations or conditions thereof, the entire sum so advanced and secured by _____ Mortgage shall at once become due and payable, without notice, at the option of the holder hereof and a suit in foreclosure may be brought and judgment taken in said suit or in a separate suit for the full amount due hereunder.
- (B) The entire unpaid principal balance of the Note together with any other sums then due and owing to Payee shall immediately become due and payable upon either of the following events: (1) Makers' failure to adhere to the contractual obligations identified in paragraph 2 of this Note, or, (2) conveyance or transfer of title to or possession of the mortgaged premises to any other person or persons in any manner whatsoever, including, but not limited to, by deed, contract of sale, privilege or obligation to purchase, or if the premises shall be vacant for more than 60 days, without express prior written consent of the Payee.
- (C) This Note and the _____ Mortgage are subject to the terms and conditions of Ohio Revised Code and Ohio Administrative Code governing the use of Supported Living, and/or State Community Assistance funds, as from time to time may be amended and any breach thereof by Maker will cause the debt to be due and payable in its entirety, in accordance with paragraphs 2 and 3 of this agreement.
- (4) Upon Makers' breach of its contractual, statutory or regulatory obligation, as described in paragraph 2 of this Note, interest shall accrue on the amount of the principal then due at a rate of 10% per annum.
- (5) Maker and any endorsers hereof severally waive demand, notice, and protest, and any defense by reason of extension of time for payment or other indulgence granted by Payee or any subsequent holder hereof.

CONSTRUCTION AND ASSIGNMENT

- (6) The words "Maker" and "Payee" include singular or plural, individual or corporation, and the respective heirs, executors, administrators, and assigns of Maker or Payee, as the case may be. The use of any gender applies to all genders. If more than one party is named as Maker, the obligation hereunder of each such party is joint and several.

Signed in the presence of:

WITNESS:

MAKER:

Subscribed and sworn to me this _____ day of _____, ____ -

Notary Public

(Seal)

f,W,Hous,PromNote,CoComm