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RECORDATION REQUESTED BY:
PNC Bank, National Association
Business Banking
201 East Fifth Street
Cincinnati, OH 45202

Instrument Book Page
20060009237 OR 1963 123

WHEN RECORDED MAIL TO:
PNC Bank, National Association
Attn: P5-PCLC-03-1
2730 Liberty Avenue
Pittsburgh, PA 15222

20060009237
Filed for Record in
CLERMONT COUNTY, OH
CAROLYN GREEN
03-21-2006 At 04:25 pm,
#76 \$2.00
OR Book 1963 Page 123 - 132
FOR RECORDER'S USE ONLY

OPEN - END MORTGAGE

MAXIMUM LIEN: The Maximum Amount of Loan Indebtedness secured by this Open-End Mortgage is \$812,000.00. The words "Maximum Amount of Loan Indebtedness" as used in this Mortgage mean the maximum unpaid balance of loan advances made under the Note which may be outstanding at any one time. The Maximum Amount of Loan Indebtedness does not include any (A) interest, (B) taxes, (C) assessments, (D) insurance premiums, or (E) costs incurred for the protection of the Property. Grantor and Lender intend that, in addition to any other indebtedness or obligations secured hereby, this Mortgage shall secure indebtedness arising from loan advances made by Lender after this Mortgage is delivered to the recorder for record.

THIS MORTGAGE dated March 13, 2006, is made and executed between **PATHWAY FAMILY CENTER**, a Michigan corporation, whose address is **6405 CASTLEWAY COURT, SUITE 102, INDIANAPOLIS, IN 46250** (referred to below as "Grantor") and **PNC Bank, National Association**, whose address is **201 East Fifth Street, Cincinnati, OH 45202** (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor grants, mortgages and conveys to Lender, with mortgage covenants and upon the statutory condition, all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures: all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights including stock in utilities with each such of riparian rights; and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and solar matters, (the "Real Property") located in **CLERMONT County, State of Ohio**:

DEED RECORDED: DEED BOOK: PAGE: SITUATE IN THE TOWNSHIP OF MIAMI, CLERMONT COUNTY, STATE OF OHIO AS MORE FULLY DESCRIBED IN EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

The Real Property or its address is commonly known as **6070 BRANCH HILL GUINEA PIKE, MIAMI TOWNSHIP, OH 45150**.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under the Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in inhabitable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any hazardous substance on, under, about or from the Property;

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**MORTGAGE
(Continued)**

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Lender to enforce Grantor's obligations under this Mortgage, together with interest on such accounts as provided in this Mortgage. The fees and security interests created pursuant to this Mortgage covering the indebtedness which may be created in the future shall relate back to the date of this Mortgage. In addition to the Note, the word "indebtedness" includes all obligations, debts and liabilities, plus interest thereon, of Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower, or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, absolute or contingent, liquidated or unliquidated and whether Borrower may be liable individually or jointly with others, whether obligated as guarantor or otherwise, and whether recovery upon such indebtedness may be or hereafter may become barred by any statute of limitations, and whether such indebtedness may be or hereafter may become otherwise uncollectible.

Lender. The word "Lender" means PNC Bank, National Association, its successors and assigns.

Mortgage. The word "Mortgage" means the Mortgage between Grantor and Lender.

Note. The word "Note" means the promissory note dated March 13, 2005, in the original principal amount of \$612,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is March 13, 2016.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property, together with all accessories, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and rebates of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

Uniform Commercial Code. The words "Uniform Commercial Code" means the Uniform Commercial Code, as in effect from time to time, in the appropriate jurisdiction.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

PATHWAY FAMILY CENTER

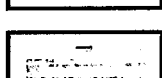
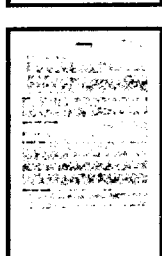
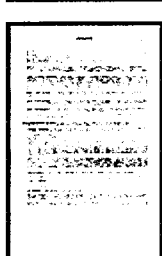
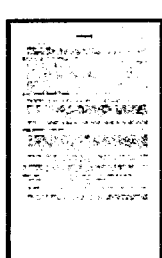
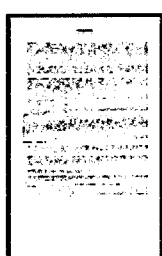
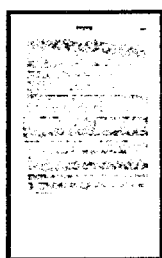
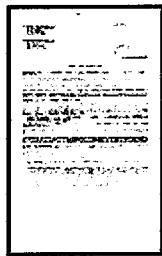
By: Terri C. Massey
TERRI MASSEY, Chief Executive Officer of PATHWAY FAMILY CENTER

By: Debra Hickman
DEBRA HICKMAN, Chief Operating Officer of PATHWAY FAMILY CENTER

This instrument was prepared by SUSAN A. FARRELL, DOCUMENTATION SPECIALIST.

PNC Bank, National Association.

Printable Tiff (multipage) version



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MORTGAGE (Continued)

CORPORATE ACKNOWLEDGMENT



STATE OF Ohio)
COUNTY OF Hamilton)

On this 13 day of March, 2006, before me, the undersigned Notary Public, personally appeared TERRA MISSLY, Chief Executive Officer and ESTEF HICKMAN, Chief Operating Officer of PATHWAY FAMILY CENTER, and known to me to be authorized agents of the corporation that executed the Mortgage and acknowledged before me the Mortgage to be the free and voluntary act and deed of the corporation, by authority of its officers or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Mortgage and in fact executed the Mortgage on behalf of the corporation.

By [Signature] Residing at 6922 Woodside Pike
Notary Public in and for the State of Ohio My commission expires 5-15-2009

MADEANA BROUSSEAU
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires 05-15-09

SATISFACTION AND DISCHARGE OF MORTGAGE
(To be used only when obligations have been paid in full)

The conditions and obligations of the Mortgage have been completed with, and therefore this Mortgage is hereby satisfied and discharged.

Attest: FNC Bank, National Association
By: _____