

4/329-I

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That FIRST FINANCIAL SAVINGS ASSOCIATION, F.A. does hereby certify that a certain Mortgage Deed (with description attached) described as follows:

MORTGAGOR(S): Richard J. Benken and Carla J. Benken, Husband and Wife

DATE OF MORTGAGE: October 20th, 1978

MORTGAGE BOOK - PAGE NO: 4251 733

COUNTY - STATE WHERE RECORDED: Hamilton County, Ohio

has been FULLY PAID and SATISFIED, and the Recorder is authorized to discharge the same of record.

IN WITNESS WHEREOF, the said FIRST FINANCIAL SAVINGS ASSOCIATION, F.A. of Cincinnati, Ohio has caused its corporate name to be signed by its Executive Vice President and its Assistant Vice President this 22nd day of November, 1993.

WITNESSES:

OAKLEY BUILDING AND LOAN COMPANY
NKA 1ST FINANCIAL SAVINGS ASSOCIATION

Kathleen A. Williams
Kathleen A. Williams

BY:

Barbara S. Farris
BARBARA S. FARRIS, EX. VICE PRES.

Rose Schmidt
Rose Schmidt

BY:

Ruth A. Myers
RUTH A. MYERS, ASST VICE PRES

STATE OF OHIO
COUNTY OF HAMILTON

THE FOREGOING INSTRUMENT was acknowledged before me this day of November, 1993, by Barbara S. Farris, its Executive Vice President and Ruth A. Myers, its Assistant Vice President, of First Financial Savings Association, F.A. on behalf of the corporation.

Kathleen A. Williams
NOTARY PUBLIC

KATHLEEN A. WILLIAMS
Notary Public, State of Ohio
My Commission Expires July 14, 1995

This instrument was prepared by:

FIRST FINANCIAL SAVINGS ASSOCIATION, F.A.

6337 2682

OPEN-END MORTGAGE

THIS MORTGAGE is made this 20th day of OCTOBER 1978, between the Mortgagor,

RICHARD J. BENKEN AND CARLA J. BENKEN, HUSBAND AND WIFE,
(herein "Borrower"), and the Mortgagee,

THE OAKLEY BUILDING AND LOAN COMPANY

, a corporation organized and existing under the laws of OHIO, whose address is

3133 MADISON ROAD,
CINCINNATI, OHIO 45209

(herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of
THIRTY THOUSAND AND NO/100

Dollars, which indebtedness is evidenced by Borrower's note dated OCTOBER 20, 1978 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on 30 years after first principal payment.

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of HAMILTON, State of Ohio:

Situated in Anderson Township, Hamilton County, Ohio and a part of Military Survey 2204 and more particularly described as follows:
Beginning at the southeast corner of Lot 3 of E. J. Turpins Estate as recorded in Plat Book 8, Volume 2, pages 29 and 30 of the Hamilton County Recorder's Office; thence North 84° 49' West a distance of 34.47 feet; thence North 34° 41' East a distance of 424.24 feet to the centerline of Clough Road; thence South 65° 48' 10" East a distance of 20.34 feet along the centerline of Clough Road; thence South 34° 41' West a distance of 287.40 feet; thence South 61° 51' East a distance of 119.98 feet; thence South 19° 57' West a distance of 364.68 feet; thence North 70° 03' West a distance of 283.90 feet; thence North 48° 51' East a distance of 296.70 feet to the place of beginning. The above described tract contains 1.81316 acres, more or less. Subject to legal highways.

TOGETHER WITH and subject to a 15 foot driveway easement for ingress and egress over the previous described parcel, the center line described as follows:
Situate in Anderson Township, Hamilton County, Ohio and a part of Military Survey #2276 and #2204, and more particularly described as follows:
Beginning at the Southeast corner of Lot #3 of E. J. Turpin Estate as recorded in Plat Book 8, Volume 2, pages 29 and 30 of the Hamilton County Records; thence North 84° 49' West, 34.47 feet to a point; thence North 34° 41' East 424.24 feet to a point in the center line of Clough Pike; thence South 65° 48' 10" East 13.89 feet to a point, and the real place of beginning; thence along the center line of the 15 foot easement the following: South 37° 17' West 169.24 feet to a point, South 33° 04' West, 70.0 feet to a point; South 25° 43' West 169.0 feet to a point, South 16° 40' 45" West 88.1 feet to a point, South 65° 55' 27" East 130.70 feet to a point and South 70° 03' East, 337.43 feet to the terminus of said 15 foot easement.

which has the address of 6011 CLOUGH PIKE
CINCINNATI, OHIO 45244
(herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.