

## LEGAL DESCRIPTION

Being in the Southwest Quarter of Section 5, Township 11, Range 21, and being a part of a 10 acre tract deeded to Kate Hustman, in Deed Book 1171, page 354, Recorder's Office, Franklin County, Ohio, and being more particularly described as follows:

Beginning at an iron pin at the Northwesterly corner of said 10 acre tract, said iron pin being in the Easterly line of the E. Wagner Tract, (4-18-56), said iron pin being at the Southwesterly corner of Lot 123 of Marwick Estates No. 6, as the same is numbered and delineated upon the recorded plat thereof, in Plat Book 32, page 4, Recorder's Office, Franklin County, Ohio;

thence South 82 degrees 23 minutes 30 seconds East, along the Southerly line of said lot 123, and along the Southerly line of Eastwick Road, (60 feet wide) and along the Southerly line of Lot 122 of said Marwick Estates No. 6, and along the Northerly line of said 10 acre tract, a distance of 523.83 feet to an iron pin at the Southeasterly corner of said Lot 122, and to a corner of said 10 acre tract;

thence North, 8 degrees 13 minutes East along the Easterly line of said Lot 122, and along the Easterly line of Lot 121 of said Marwick Estates No. 6, and along a line of said 10 acre tract, a distance of 137.50 feet to an iron pin in the Easterly line of said Lot 121, said last described iron pin being at a corner of said 10 acre tract, said last described iron pin being at the Southwesterly corner of the A. R. Metcalf Tract (D. B. 1893, page 320);

Thence South 82 degrees 05 minutes East, along the Northerly line of said 10 acre tract, and along the Southerly line of said A. R. Metcalf Tract, a distance of 186.45 feet to an iron pin at the Northeasterly corner of said 10 acre tract, (Northwesterly corner of the G. M. Rediger Tract, (D. B. 2378, page 248), passing an iron pin on line at 4.1 feet;

thence South 6 degrees 52 minutes 30 seconds West, along the Easterly line of said 10 acre tract, and along the Westerly line of said G.M. Radiger Tract, and along the Westerly line of A. A. Ortman Tract (D. B. 1247, page 73), a distance of 485.12 feet to an iron pin in Northerly limited access right-of-way line of U. S. Route 33, (relocated), passing an iron pin on line 438.09 feet;

thence North 66 degrees 14 minutes 30 seconds West, across said 10 acre tract, and along the Northerly limited access right-of-way line of said U.S. Route 33, (relocated), and along a line 125 feet measured at right angle Northerly of and parallel to the centerline of said U. S. Route 33 (relocated), a distance of 758.0 feet to an iron pin in the Westerly line of said 10 acre tract, (Easterly line of said E. Wagner Tract);

thence North 7 degrees 39 minutes 30 seconds East, along the Westerly line of said 10 acre tract, and along the Easterly line of said E. Wagner Tract, a distance of 137.8 feet to the place of beginning, containing 4.670 acres, more or less.

**EXCEPTING THE FOLLOWING DESCRIBED PROPERTY;**

Beginning at an iron pin at the Northwesterly corner of said 4.670 acre tract and at the southwesterly corner of Lot 123 of Marwick Estates Number 6, as the same is numbered and delineated upon the recorded plat thereof, in Plat Book 32, page 4, Recorder's Office, Franklin County, Ohio;

thence South 82 degrees 23 minutes 30 seconds East along the southerly line of said Lot 123 and along the southerly line of Eastwick Road (60 feet wide), a distance of 280.15 feet to an iron pin in the centerline of said Eastwick Road;

thence South 7 degrees 34 minutes 30 seconds West across said 4.670 acre tract and along the centerline of said Eastwick Road produced southerly, a distance of 219.0 feet to an iron pin in the southerly line of said 4.670 acre tract and in the northerly limited access right-of-way line of U. S. Route 33 (relocated) is shown on sheet 20 of Right-of-way Plan FRA-33.2246, State of Ohio Highway Department, Division Six, Delaware, Ohio;

thence North 66 degrees 14 minutes 30 seconds West along the southerly line of said 4.670 acre tract and along the northerly limited access right-of-way line of said U. S. Route 33 (relocated) and along a line 125 feet (measured at right angle) northerly of and parallel to the centerline of said U. S. Route 33 (relocated) a distance of 291.91 feet to an iron pin at the southwesterly corner of said 4.670 acre tract;

Legal Description continued

thence North 7 degrees 39 minutes 30 seconds East along the westerly line of said 4.670 acre tract, a distance of 137.80 feet to the place of beginning, containing 1.148 acres, subject however to all legal highways and easements and restrictions of record and of records in respective utility offices.

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10. Upon a default in any of the terms of the note secured hereby, or upon a breach of any condition or covenant of this deed, the rents of the real estate herein described shall immediately accrue to the benefit of the Grantee, and such rents shall be immediately payable to the Grantee.

11. Upon any default in the note secured hereby, or under this deed, foreclosure proceedings may be instituted, at the option of the Grantee. In any such action, the Grantee shall be entitled, without notice and without regard to the adequacy of the security of the debt, to the appointment of a receiver of the rents and profits of the mortgaged premises and in case of any other suit, or legal proceeding, wherein the Grantee shall be made a party thereto by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys or solicitors of the Grantee, so made parties, for services in such suit or proceedings, shall be a further lien and charge upon the said premises under this mortgage, and all such expenses shall become so much additional indebtedness secured hereby and be allowed in any decree foreclosing this mortgage.

12. The Grantee is authorized and empowered to do all things provided to be done by a mortgagee under Section 1311-14 of the Revised Code, and under the Act of the Legislature passed May 27, 1915, 10<sup>th</sup> Ohio Laws, Pages 522-534, and any amendments or supplements thereto.

Now, therefore, if the Grantor shall well and truly perform all the conditions of this deed, and of the note secured hereby, then this deed shall be void; otherwise, it shall remain in full force and virtue.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

IN WITNESS WHEREOF, the Grantor (s) have hereunto set their hands, this 18th day of MARCH, A.D. 19 83.

*Larry E. Combs*  
LARRY E. COMBS

*Linda D. Combs*  
LINDA D. COMBS

Signed, acknowledged and delivered in the presence of

*Wayne T. Colegrove*  
*Sherry D. Colegrove*

STATE OF OHIO )  
) ss:  
COUNTY OF FRANKLIN )

Before me, the undersigned, a Notary Public in and for said State and County, personally appeared the above-named, LARRY E. COMBS AND LINDA D. COMBS Grantor in the above mortgage deed, and severally acknowledged the signing thereof, and that such signing was freely and voluntarily performed, for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto signed my name, and affixed my official seal, this 18th day of MARCH, A.D. 19 83.

*Wayne T. Colegrove*  
WAYNE T. COLEGROVE  
NOTARY PUBLIC STATE OF OHIO  
MY COMMISSION EXPIRES AUGUST 22, 1982

The conditions of this mortgage have been complied with, and the same is fully paid, satisfied, and discharged.

The form of this instrument was prepared by the Office of the General Counsel, Department of Housing and Urban Development, and the material in the blank space in the form was inserted by or under the direction of YERKE MORTGAGE CO.

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