

EXHIBIT C

**BALLOON MORTGAGE, ASSIGNMENT OF LEASES AND RENTS
AND SECURITY AGREEMENT**

THIS BALLOON MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT (hereinafter called the "Mortgage") is made and granted this 15th day of October, 2019, by CARLO M. CROCE, whose address is 2140 Cambridge Avenue, Upper Arlington, Ohio 43221 (hereafter referred to as "Grantor" or "Borrower") and JAMES E. ARNOLD & ASSOCIATES, LPA, an Ohio legal professional association, having a business address for purposes of this Mortgage at 115 West Main Street, 4th Floor, Columbus, Ohio 43215 (hereinafter referred to as "Lender").

Lender is making a loan to Grantor up to a maximum amount of **Eight Hundred Thousand Dollars (\$800,000.00)** (hereinafter called the "Loan") evidenced by a certain Revolving Promissory Note ("Note", as hereinafter defined below). The Note and this Mortgage are due and payable in full not later than December 16, 2019.

In consideration of the Loan, upon the conditions set forth below and specifically, Paragraph 32, Grantor does hereby MORTGAGE, GRANT, BARGAIN, SELL and CONVEY to Lender, its successors and assigns forever, all of Borrower's present and future estate, right, title and interest in and to the following-described property (hereinafter collectively called the "Mortgaged Property"):

Situated in the County of Franklin, State of Ohio and in the City of Upper Arlington:

Being Lots Number One (1) and Twenty (20) Block No. 86 of UPPER ARLINGTON, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 13, page 36, Recorder's Office, Franklin County, Ohio.

Parcel Numbers: 070-000589 AND 070-000661

Property Address: 2140 Cambridge Blvd., Upper Arlington, Ohio 43221

(A) Borrower's estate in the real property (hereinafter called the "Premises"), including, without limitation, all of Borrower's interest in all minerals, oil, gas and other hydrocarbon substances on, in or under the Premises and all development rights, air rights, water and water rights relating to the Premises;

(B) All structures, buildings and improvements now or hereafter located in, or about the Premises ("Improvements") but specifically excluding all contents of the Premises, including but not limited to, all furniture, household goods and furnishings, and all other items of tangible personal property located in, on, or about the Premises;

(C) All appurtenances of the Premises and all rights of Borrower in and to any streets, roads or public places, easements or rights of way, relating to the Premises;

(D) All of the rents, revenues, issues and profits of the Premises and Improvements, and all rights of Borrower under all present future leases affecting the Premises and Improvements, including, without limitation, any security deposits;

(E) All proceeds and claims arising on account of any damage to or taking of the Premises or any Improvements thereon or any part thereof, and all causes of action and recoveries for any loss or diminution in the value of the Premises; and

(F) All contract rights of Borrower in connection with the Premises and Improvements, including without limitation the rights of Borrower under any construction contracts, owner-architect agreements, engineering agreements and management agreements.

TO HAVE AND TO HOLD the Mortgaged Property unto Lender, its successors and assigns forever, subject to the conditions hereinafter set forth.

The parties hereto contend that, in addition to any other debt or obligation secured hereby, this Mortgage shall secure unpaid balances of loan advances made with respect to the Mortgaged Property after this Mortgage is delivered to the Recorder for record, whether made pursuant to an obligation of Grantor or otherwise. Such loan advances are and will be evidenced by a note or notes of Borrower and others. The maximum amount of unpaid loan indebtedness (which shall consist of unpaid balances of loan advances made either before or after or both before and after, this Mortgage is delivered to the recorder for record), exclusive of interest thereon, which may be outstanding at any time is Eight Hundred Thousand Dollars (\$800,000.00).

This Mortgage and Assignment of Rents secures, in such order or priority as Lender may elect:

(A) Payment, performance and observance of Grantor's indebtedness and obligations under the Loan and under each and every instrument and document now or hereafter evidencing or securing the Loan (hereinafter collectively called the "Loan Documents"), including, without limitation, this Mortgage, and a certain Revolving Promissory Note (hereinafter called the "Note") executed and delivered by Borrower to Lender of even date herewith, with a maximum loan amount of Eight Hundred Thousand Dollars (\$800,000.00), with interest at the rate therein provided, which has a maturity date of December 16, 2019; and

(B) Any and all indebtedness, obligations and liabilities of any kind, of Grantor to Lender, now or hereafter existing, absolute or contingent, joint and/or several, which relate to the Mortgaged Property.

In addition to any other debt or obligation secured hereby, this Mortgage shall secure unpaid

balances of advances made, with respect to the Mortgaged Property, for the payment of taxes, assessments, insurance premiums or costs incurred for the protection of the Mortgaged Property.

Borrower hereby covenants and agrees as follows:

1. Payment of Loan. Borrower shall fully, completely and timely pay, perform and observe all of the indebtedness and obligations of Borrower under the Loan, under the Loan Documents and under this Mortgage, subject to all applicable grace periods.

2. Title to Mortgaged Property. Borrower is lawfully seized of the fee simple estate in the Premises and is and will be the owner of all of the Mortgaged Property, and the Mortgaged Property is and will be free and clear of all encumbrances whatsoever, except taxes and those encumbrances set forth in the title search issued to Lender on September 17, 2019 by Advanced Title Solutions, Ltd. in connection with this Mortgage or such other encumbrance to which Lender shall consent in writing (the "Permitted Encumbrances"). Borrower will forever warrant and defend the Mortgaged Property unto Lender, its successors and assigns, against the lawful claims of all persons and entities. Borrower will execute and record, at Borrower's expense, such further assurances as may be necessary in order more fully to vest title to the Mortgaged Property in Borrower.

3. Payment of Taxes and Assessments. Borrower shall pay promptly all taxes, assessments and other public charges levies or assessed against or payable in respect of the Mortgaged Property as the same become due and payable, and before any interest or penalty for nonpayment shall attach. Notwithstanding the foregoing sentence, Borrower shall have the right to contest the validity or amount of any such taxes, assessments or public charges by appropriate proceedings timely instituted, provided that (a) Borrower diligently prosecutes such contest and at all times effectively stays and prevents the filing of any judicial proceedings for the sale of the Premises by reason of nonpayment of such taxes, assessments or other public charges, and (b) Borrower (i) pays all taxes, assessments and other public charges being contested as the same become due and payable and before any interest or penalty for nonpayment shall attach, or (ii) pays to Lender the amount of all taxes, assessments and other public charges being contested as the same would, in the absence of such contest, become due and payable, together with the amount of any interest or penalty for nonpayment which could attach, such amount to be held by Lender free of trust and without the obligation to pay any interest, to be paid by Lender first, to the appropriate governmental authority upon resolution of such contest, with the balance, if any, to be returned by Lender to Borrower (subject to the provisions of paragraph 5 hereof) after resolution of such contest. Unless such taxes, assessments and other public charges are paid under the provisions of paragraph 5 hereof, upon written request of Lender Borrower shall furnish to Lender a copy of the tax bill and a cancelled check evidencing full payment of all such taxes, assessments and other public charges, not later than ten (10) days prior to the date the same would become delinquent.

4. Insurance. Borrower shall keep and maintain in force on the Mortgaged Property policies of liability and hazard insurance, including property damage insurance, rent loss or business interruption insurance, flood insurance (if the Mortgaged Property is in an area which is considered a flood risk area by the U.S. Department of Housing and Urban Development or any successor agency), war risk insurance (as, when and to the extent such insurances is obtainable), and such other appropriate insurance as Lender may from time to time reasonably require, all such insurance to be in amounts, form and substance reasonably satisfactory to Lender and to be issued by an insurance company or companies satisfactory to Lender, with loss, if any, payable to Lender as its interest may appear pursuant to a Lender clause

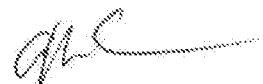
satisfactory to Lender, and, with respect to public liability insurance, naming Lender as an additional insured. Unless Lender indicates in writing otherwise, an amount of property damage insurance that is equal to at least the greater of the following two amounts shall be satisfactory to Lender: (a) the amount of all indebtedness secured by all mortgages attached to the Mortgaged Property, including this Mortgage; and (b) an amount that is sufficient to avoid the application of any co-insurance provisions contained in such policy. Upon the issuance of each such policy, Borrower shall forthwith deliver the same to Lender, and Borrower shall also deliver to Lender receipts for premiums paid for replacement or renewal of such policy (and, in the case of replacement, the replacement policy and all endorsements thereto) not less than thirty (30) days prior to the expiration of such policy. In the event that Borrower does not deliver to Lender any policy of insurance required hereunder upon the execution hereof or does not deliver to Lender a receipt for the premium paid on any replacement or renewal of each such policy (and, in the case of replacement, the replacement policy and all endorsements thereto) at least thirty (30) days prior to the expiration of such policy, then Lender may, at its option, procure the policy and pay the premium therefore, and any sum paid by Lender therefore, together with any expenses incurred by Lender in connection therewith, shall be charged against Borrower in accordance with paragraph 11 hereof. In the event of private or public sale, transfer or exchange of the Mortgaged Property, all right, title and interest of Borrower in and to any insurance policies then in force concerning the Mortgaged Property shall pass to the transferee of the Mortgaged Property. In the event of the assignment of the Note and this Mortgage, all right, title and interest of the Lender in and to any insurance policies then in force concerning the Mortgaged Property shall pass to the assignee.

5. Escrow for Taxes and Insurance. In the event that Borrower shall fail to pay the taxes and insurance when due as required by paragraphs 3 and 4 above at Lender's demand, Borrower shall pay to Lender monthly, until the indebtedness and obligations secured by this Mortgage have been fully and completely paid, performed and observed, and in addition to each monthly payment required under the Note, a sum equal to one-twelfth (1/12) of the amount estimated by Lender to be sufficient to enable Lender, during the next subsequent twelve (12) months, to pay, from the funds accumulated pursuant to this paragraph 5, all taxes, assessments and other public charges levied against or payable in respect to the Mortgaged Property, at least thirty (30) days before they would become delinquent if not paid, and all premiums for any policies of insurance required hereunder, at least fifteen (15) days before they would become delinquent if not paid. In addition, upon the request of Lender, Borrower will deliver and pay over to Lender such additional sums as are necessary to make up any deficiency in the amount necessary to enable Lender to fully pay the items hereinabove mentioned at the times hereinabove mentioned. In the event that the funds accumulated pursuant to this paragraph 5 exceed the amount necessary to enable Lender to fully pay the items hereinabove mentioned at the times hereinabove mentioned, as computed upon the "aggregate" escrow analysis together with an additional amount equal to one-twelfth (1/12) of the amount required as defined here in Section 5 of this Mortgage, the excess amount of such funds may be retained by Lender and applied thereafter in accordance with the provisions of this paragraph 5. Upon Borrower's receipt of each of the bills and statements to be paid from the funds accumulated pursuant to this paragraph 5, but in no event less than thirty (30) days before the same would become delinquent if unpaid, Borrower shall deliver the same to Lender. Lender shall pay each such bill and statement before the same becomes delinquent if Borrower shall have delivered such bill or statement to Lender in a timely manner as required hereby and if funds for the payment of such bill or statement, in an amount sufficient to pay the same, shall have been paid by Borrower to Lender. Lender shall not be deemed a trustee with respect to the funds paid by Borrower to Lender pursuant to this paragraph 5, and Lender may commingle such funds with its general funds and shall not be obligated to pay interest thereon. This paragraph 5 shall not impair the obligations of Borrower to pay taxes, assessments and other public charges as required

pursuant to paragraph 3 hereof and to keep and maintain in force policies of insurance pursuant to paragraph 4 hereof. This paragraph 5 shall not impair the right of Borrower to contest the validity or amount of any taxes, assessments or other public charges pursuant to paragraph 3 hereof. If any Event of Default (as hereinafter defined) should occur, then for so long as an Event of Default continues to exist, Lender may apply against the indebtedness secured hereby, in such manner as Lender may determine, any funds then held by Lender under this paragraph 5.

6. Damage or Destruction. In the event that the Mortgaged Property, or any part thereof, is lost, damaged or destroyed by fire, windstorm or any other casualty against which insurance is required to have been carried, Borrower will give immediate notice thereof to Lender, and Lender may thereupon make proof of such loss, damage or destruction; provided, however, that in the event that no Event of Default is continuing incurred at the time or such loss, damage or destruction, then Borrower shall have the right to participate in making such proof of loss, and to participate in the settlement, adjustment or compromise of any claim relating thereto. The right of Lender to make proof of such loss, damage or destruction shall not relieve Borrower of the obligation to make proof of such loss, damage or destruction in a timely manner under any policy of insurance covering such loss, damage or destruction. All proceeds of insurance payable by reason of any such loss, damage or destruction shall be payable by reason of any such loss, damage or destruction shall be payable to Lender, and all affected insurance companies are hereby authorized and directed to make payment thereof directly to Lender. Borrower authorizes and empowers Lender to settle, adjust or compromise any claims for loss, damage or destruction under any policy or policies of insurance, and to demand, receive and receipt for all moneys becoming payable thereunder. Lender may apply the proceeds of Lender's costs and expenses incurred in obtaining such proceeds, and may, in its absolute discretion and without regard to the adequacy of its security, apply the balance, in whole or in part, in such order and priority as Lender may determine, (a) to the reduction of the indebtedness and obligations secured by this Mortgage, or (b) to or for the benefit of Borrower, subject to and pursuant to disbursement control procedures prescribed by Lender, for the restoration, repair, replacement or rebuilding of the Mortgaged Property. Lender shall not be deemed a trustee with respect to any funds received by Lender pursuant to this paragraph 6, and Lender may commingle such funds with its general funds and shall not be obligated to pay interest thereon.

Notwithstanding the foregoing, all insurance proceeds shall be held by Lender to reimburse Borrower for the cost of restoration and repair of the Mortgaged Property (and shall not be applied toward the payment of the indebtedness until after restoration and repair of the Mortgaged Property), provided each of the following shall obtain: (a) there shall at the time of the casualty and at all times thereafter have occurred no uncured Event of Default as defined herein below; (b) Borrower shall notify Lender in writing of Borrower's intention to perform such restoration or repair within thirty (30) days of the loss or casualty; (c) there shall in the sole judgment of Lender remain sufficient time to complete the restoration or repair of the Mortgaged Property prior to Loan maturity; (d) the insurance proceeds shall, in Lender's sole discretion, be sufficient to restore the Mortgaged Property to the equivalent of its condition at the time of the casualty; provided that if such proceeds shall not be sufficient to restore the Mortgaged Property to the equivalent of its condition at the time of the casualty in the sole judgment of Lender, Borrower may deposit with Lender funds which, together with proceeds, shall be sufficient to restore the Mortgaged Property to the equivalent of its condition at the time of the casualty; and (e) the excess of any insurance proceeds over the amount necessary to complete the restoration or repair of the Mortgaged Property shall be applied as a credit against any portion of the Indebtedness selected by Lender, in Lender's sole discretion.

Initials: 

7. Maintenance and Repair. Borrower shall maintain and keep the Mortgaged Property in good condition and repair and shall not commit or suffer any waste of the Mortgaged Property or take any actions, which might invalidate any policy of insurance in respect of the Mortgaged Property. Borrower shall comply with, or cause to be complied with, all statues, ordinances, regulations and other requirements of any governmental authority relating to the Mortgaged Property, and shall immediately notify Lender of any notice received from any governmental authority of any noncompliance with any statute, ordinance, regulation or other government requirement relating to the Mortgaged Property. Borrower shall promptly comply with, or cause to be complied with, any direction or certificate of occupancy of any public officer or officers and the requirements of all policies of insurance at any time in force in respect to the Mortgaged Property which shall impose any duty upon Borrower with respect to any part of the Mortgaged Property or the use, occupation or control thereof or the conduct of any business therein, whether or not the same require structural repairs or alterations. Notwithstanding the foregoing provisions of this paragraph 7, Borrower shall have the right to contest any alleged violation of any stature, ordinance, regulation or other requirement of an governmental authority relating to the Mortgaged Property, provided that Borrower diligently prosecutes such contest and at all times effectively stays and prevents the filing of any lien against the Premises or judicial proceeding with respect to the alleged violation, and provided further that such contest does not invalidate any policy of insurance in respect of the Mortgaged Property nor delay the construction of the Improvements. Borrower shall promptly repaid, restore, replace or rebuild any part of the Mortgaged Property which may be lost, damaged or destroyed by any casualty or as the result of any proceeding described in paragraph 9 hereof.

8. Removal and Replacement of Improvements. Borrower shall not remove, demolish or materially alter any of the Improvements (including tenant finish items) without the prior written consent of Lender. Borrower shall not remove from the Premises any personal property or fixtures not or hereafter subject to the security interest granted in, or the lien created by, this Mortgage without the prior written consent of Lender; provided, however, that Borrower may dispose of, free and clear of the security interest granted herein and the lien hereof, any personal property or fixtures which, in the reasonable opinion of Borrower, has become obsolete or unfit for use or which is no longer useful by Borrower, on the condition that Borrower shall replace such personal property or fixtures by, or substitute for the same, other personal property or fixtures (not necessarily of the same character) owned by Borrower, which shall (a) be of at least equal value to the personal property or fixtures disposed or any (b) perform a function the same as, similar to or related to that of the personal property or fixtures disposed of or serve a purpose the same as, similar to or related to that of the personal property or fixtures disposed of. Any such replacement personal property or fixtures shall forthwith, without further action, become subject to the security interest granted in, and the lien created by, this Mortgage, and such security interest is hereby granted by Borrower.

9. Eminent Domain. In the event that the Mortgaged Property, or any part thereof, is altered, damaged, taken or acquired, either temporarily or permanently, in any condemnation proceeding, or by exercise of the power of eminent domain, or by any acquisition made under thereat of the exercise of the power of eminent domain, or by the alteration of the grade of any street affecting the Mortgaged Property, the amount of any award or other payment made in consideration thereof is hereby assigned to Lender, which is empowered to collect and receive the same and to give proper receipts therefore in the name of Borrower, and the same shall be paid forthwith to Lender. Any award or payment so received by Lender may be applied by Lender first, to the payment of all of Lender's costs and expenses incurred in obtaining such award or payment, and the balance may be applied by Lender, in its absolute discretion and without regard to the adequacy of its security, in whole or in part, in such order and priority as Lender may

determine, (a) to the reduction of the indebtedness and obligations secured by this Mortgage, or (b) to or for the benefit of Borrower, subject to and pursuant to disbursement control procedures prescribed by Lender, for the alteration, restoration of or rebuilding of any part of the Mortgaged Property which may have been altered, damaged or destroyed as the result of such condemnation proceeding, eminent domain proceeding, acquisition or alteration of grade of a street. If Borrower receives notice, written or unwritten, of any actual, intended or threatened condemnation or eminent domain proceeding or alteration of grade of a street, Borrower shall forthwith furnish a copy of such notice to Lender if such notice was written, or inform Lender in writing of such notice if such notice was unwritten. Lender shall have the right, but not the obligation, to participate in any condemnation or eminent domain proceedings and in any negotiations in connection therewith or in connection with the alteration of the grade of any street affecting the Mortgaged Property, and Borrower shall not compromise or settle the same without the prior written approval of Lender. Lender shall not be deemed a trustee with respect to any funds received by Lender pursuant to this paragraph 9, and Lender may commingle such funds with its general funds and shall not be obligated to pay interest thereon.

10. Evidence of Title. Borrower shall furnish to Lender satisfactory evidence of the title of Borrower to the Mortgaged Property at the execution and delivery of this Mortgage and from time to time hereafter as Lender may reasonably request, and Borrower shall promptly pay the cost of such title evidence when due and payable.

11. Protection of Lender's Security. Should Borrower fail to make payment as and when required hereunder of any taxes, assessments or other public charges, of any insurance premiums, of any costs of title evidence, or of any other charges or obligations payable by Borrower hereunder, or should Borrower fail to make any other payment or take any other action as and when required hereunder, then Lender may, at its option, make any such payments and take any such actions and, in doing so, incur such costs and expenses as Lender, in its sole discretion, may deem to be appropriate, whereupon Borrower shall immediately upon demand reimburse Lender for the amount of all such payments made and costs and expenses incurred, together with interest thereon at the rate equal to the sum of three (3%) percent per annum plus the per annum interest rate otherwise in effect under the Note (without regard to any increase in the interest rate under the Note as a result of a default thereunder), and such amount shall be secured by this Mortgage, shall be a lien upon the Mortgaged Property prior to any right, title, interest or claim in, to or upon the Mortgaged Property attaching or accruing subsequent to the lien of this Mortgage, and may be collected in the same manner as the indebtedness hereby secured. No payment or action by Lender pursuant to this paragraph 11 shall constitute a waiver by Lender of, or be deemed to have cured, any Event of Default.

12. Transfers or Encumbrances of the Mortgaged Property or Beneficial Interests in Borrower. Without the prior written consent of Lender, Borrower shall not (a) create or suffer to be created any charge, lien or encumbrance upon the Mortgaged Property, or any part thereof or interest therein, excepting the lien of this Mortgage, the Permitted Encumbrances and any utility easements necessary for the purposes of providing utility services to the Mortgaged Property, (b) sell, convey, lease (except for permitted tenant leases) or transfer the Mortgaged Property, or any part thereof or interest therein, legal or equitable, or (c) permit or acquiesce in the transfer of any ownership interest in Borrower.

13. Security Agreement. This Mortgage, to the extent that any part of the Mortgaged Property should be determined not a part of the real property, shall, without the need of any further agreement or act of Borrower or Lender, constitute a security agreement between Borrower and Lender under the Ohio

Uniform Commercial Code with respect therefore, and a security interest therein, and in and to all replacements, replacement parts, additions, repairs, repair parts, accessions and accessories incorporated therein or affixed thereto and the substitutions therefore and proceeds including insurance proceeds payable by reason of loss or damage thereto, is hereby granted by Borrower to Lender. With respect to such part or parts of the Mortgaged Property, this instrument creates a security interest in favor of Lender under the Ohio Uniform Commercial Code, and Lender shall have all rights and remedies of a secured party under the Ohio Uniform Commercial Code, and without limitation upon or in derogation of the rights and remedies created under and accorded Lender by this Mortgage or under any other laws, its being understood that the rights and remedies of Lender under the Ohio Uniform Commercial Code shall be cumulative and in addition to all other rights and remedies of Lender arising under any other laws. From time to time whenever demand may be made therefore by Lender, Lender, within ten (10) days after such demand, shall execute and deliver to Lender, in form and substance satisfactory to Lender, financing statements covering such property and shall pay the costs of preparing and the fees for the filing and refiling of such financing statements. However, neither a demand so made by Lender, nor the failure of Lender to make such a demand, shall be construed as a release of such property, or any part thereof, from either the lien of this Mortgage or the security interest granted hereby, it being understood and agreed that this covenant and any financing statement delivered to Lender are cumulative and given as additional security for the indebtedness and obligations secured hereby.

14. Use of Mortgaged Property. Borrower shall not make, suffer or permit any use of the Mortgaged Property other than residential purposes and in compliance with all applicable zoning ordinances and restrictions, as the same may be amended from time to time.

15. Prohibition Against Security Interests. Borrower shall not make, suffer or permit any purchase, conditional sale, lease or agreement under which title, a security interest or any other lien or encumbrances is reserved in the vendor of any fixtures, furniture, furnishings, apparatus, machinery, equipment or other property, which property will be placed in or on, or will become a part of, the improvements or the Premises, without in such case the prior written consent of Lender.

16. Security for Lender's Expenses. If Lender shall incur or expend any sums, as herein permitted, whether in connection with any action or proceeding or not, to sustain the lien of this Mortgage or its priority, or to protect or enforce any of Lender's rights hereunder, or to recover any indebtedness or enforce any obligations hereby secured, all such sums shall become immediately due and payable by Borrower to Lender with interest thereon at the rate equal to the sum of three percent (3%) per annum plus the per annum interest rate otherwise in effect under the Note (without regard to any increase in the interest rate under the Note occurring as a result of a default thereunder). All such sums shall be secured by this Mortgage and be a lien on the Mortgaged Property prior to any right, title, interest or claim in, to, or upon the Mortgaged Property attaching or accruing subsequent to the lien of this Mortgage and may be collected in the same manner as the indebtedness hereby secured.

17. Financial Statements. Within twenty (20) days following the end of each fiscal quarter of Borrower, and such other times as Lender shall request, Borrower will deliver to Lender a copy of Borrower's financial statements as at the end of and for such fiscal quarter, including without limitation Borrower's balance sheet, bank statements and mortgage statements from all Mortgagees of the Mortgaged Property, and such other financial information regarding Borrower, or the Mortgaged Property as Lender may reasonably request. Said statements shall be certified to Lender by Borrower's certified public accountant and shall be in such form and content reasonably satisfactory to Lender.

Initials 

18. Mortgage Tax. In the event of the passage after the date of this Mortgage of any statute or ordinance (i) deducting from the value of real property, for the purposes of taxation, any lien thereon, or (ii) changing in any way the laws now in force for the taxation of mortgages or debts secured thereby, for state or local purposes, or the manner of the collection of any such taxes, so as to affect this Mortgage or the interest of Lender hereunder, the indebtedness secured by this Mortgage shall, at the option of Lender, become immediately due and payable thirty (30) days after Lender gives Borrower notice of such event; provided, however, that the indebtedness secured by this Mortgage will not become due and payable thirty (30) days after Lender gives Borrower notice of such event if (a) Borrower, within such thirty (30) day period, pays the whole of such tax in addition to all other payments required hereunder and agrees to pay any such tax when thereafter levied and assessed and to deliver to Lender paid receipts for the same at least ten (10) days prior to the time any payment of such tax would become delinquent if unpaid, (b) such payments and agreement by Borrower are not contrary to law, and (c) Borrower by law has no right to set off any such payments against the indebtedness secured by this Mortgage. If Borrower should agree to make the payments of such tax and should fail to do so or fail to deliver paid receipts therefore within the time required by the preceding sentence, the indebtedness secured by this Mortgage shall, at the option of Lender, become immediately due and payable without notice or demand.

19. Events of Default. Any one or more of the following shall constitute an Event of Default hereunder:

- (a) Default by Borrower in the due and punctual payment or performance of any term, covenant, condition, obligation or agreement of Borrower, now existing or hereafter arising, on the date such payment or performance is due (as such due date may be extended by any notice or grace period specifically provided therefore) under the Mortgage, the Note, any other Loan Document, or any other document affecting the Mortgaged Property or the Loan;
- (b) The tender or making by Borrower of any material representation or statement, certificate, schedule or report made in, or furnished in connection with, any of the Loan Documents or the Loan which shall prove to be false or misleading in any material respect as of the time made or furnished;
- (c) The failure of Borrower to promptly satisfy or cause to be set aside any execution, garnishment or attachment against Borrower, which did not exist on the date hereof;
- (d) The filing by Borrower of a petition for the appointment of a receiver in liquidation or a trustee with respect to itself or themselves or any of its or their property;
- (e) The making by Borrower of an assignment for the benefit of creditors;
- (f) The entry of an order for relief pursuant to any Chapter of Title 11 of the U.S. Code, as the same may be amended from time to time, with Borrower as a debtor;
- (g) The filing by Borrower of an insolvency proceeding or any proceeding for compromise, adjustment or other relief under the laws of the United States or of any state relating to the relief of debtors (other than the filing of a case pursuant to any Chapter of Title 11 of the U.S. Code, as the same may be amended from time to time);
- (h) The failure of Borrower to obtain the dismissal, within ninety (90) days after service upon it or them, of any proceeding filed against him (i) for the appointment of a receiver in liquidation or a trustee for it or them or any of his property or (ii) in insolvency or for compromise, adjustment or other relief under the laws of the United States or of any state relating to the relief of debtor (other than a case under any Chapter of Title 11 of the U.S. Code, as the same may be amended from time to time);

- (i) The failure of Borrower to pay his debts generally as they fall due; and
- (j) The institution of any foreclosure proceedings by the holder of any mortgage or lien upon the Mortgaged Property.

Provided, however, that none of the above events (other than a payment default or a default under subsections (d), (e), (f), (g), (h) or (j), for which there shall be no 30 day grace period) shall constitute an Event of Default hereunder if, within thirty (30) days receipt of notice from Lender, Borrower cures or undertakes to cure (if said event cannot reasonably be cured within thirty (30) days) said event, which such cure shall be to the sole satisfaction of Lender.

20. Remedies. At any time as of which an Event of Default shall have occurred and shall be continuing uncured, Lender, at its option, may, but shall not be obligated to, exercise any one or more of the following remedies:

- (a) Declare any or all of the indebtedness secured by this Mortgage to be due and payable immediately;
- (b) Apply for the appointment of a receiver to collect the rents, issues and profits of the Mortgaged Property and to preserve the security thereof, as a matter of right, without consideration of the value of the Mortgaged Property as security for the amount due Lender, or the solvency of any person or persons liable for the payment of such amounts; the rents, issues and profits of the Mortgaged Property being assigned to Lender as additional security for the payment of such indebtedness;
- (c) Enter upon the Mortgaged Property, in person or by agent or by court-appointed receiver, and take any and all steps which may be desirable in Lender's judgement to complete and unfinished construction and to manage and operate the Mortgaged Property, and Lender may apply any rents, issues or profits collected against the indebtedness secured by this Mortgage without in any way curing or waiving any default of Borrower;
- (d) Foreclose this Mortgage by judicial proceeding;
- (e) Exercise any other right or remedy available under any of the Loan Documents or otherwise available in law or in equity.

21. Remedies Cumulative. All remedies available to Lender with respect to this Mortgage and the indebtedness and obligation hereby secured, whether provided for under this Mortgage or under any other of the Loan Documents or available at law or in equity, shall be cumulative and may be pursued concurrently or successively in such order as Lender may determine in its sole discretion.

22. Waivers. To the full extent permitted by law, Borrower waives the benefit of homestead and all other exemptions, which it may have with respect to the indebtedness hereby secured.

23. Access to Mortgaged Property. Lender and its agents and employees shall have access to and the right to inspect the Mortgaged Property at all reasonable times, with 48 hours' prior notice and shall have the right to go upon the Mortgaged Property to complete construction of, maintain, repair, rebuild, replace and protect the Improvements in accordance with the provision of the Loan Documents.

24. Extensions; Forbearance by Lender. In the event that Lender (a) grants any extension of time or forbearance with respect to the payment of any indebtedness or the performance or observance of any obligations secured by this Mortgage; (b) takes other or additional security for the payment, performance and observance of the indebtedness and obligation secured by this Mortgage; (c) waives or fails to

exercise any right or remedy granted herein or under the Note; (d) grants any release, with or without consideration, of the whole or any part of the security held for the payment, performance and observance of the indebtedness and obligations secured by this Mortgage; or (e) amends or modifies in any respect with the consent of Borrower any of the terms and provisions hereof or of the Note; then and in any such event, such act or omission to act shall not release Borrower of this Mortgage or of the Note, nor preclude Mortgagee from exercising any right, remedy, power or privilege herein granted or intended to be granted in the event of any other default then made or any subsequent default and without in any way impairing or affecting the lien or priority of this Mortgage.

25. Severability of Provisions: Usury. The parties intend that this Mortgage, the Note and all other instruments evidencing or securing the Loan shall be in compliance with all applicable laws and shall be enforceable in accordance with their terms. If any provision of any such document shall be illegal or unenforceable, such provision shall be deemed cancelled to the same extent as though it never had appeared therein, but the remaining provisions shall not be affected thereby. In the event that the interest charged in connection with the Loan shall be deemed to be usurious under applicable law, then the interest rate provided therein shall be deemed modified to the highest rate permitted under such applicable usury law and all payments theretofore made on the Loan shall be credited as though such rate had been the rate originally provided therein.

26. Indemnification. Borrower shall indemnify Lender for and hold Lender harmless from and against any loss suffered or liability, including without limitation reasonable attorneys' fees, incurred by Lender on account of any damage to the person or property of the parties hereto or of third parties by reason of or in connection with the construction, operation or management of the Improvements. Borrower shall undertake, at its sole expense and **through counsel satisfactory to Lender**, the defense of Lender in any lawsuit commenced as the result, or alleged to be the result, of injury or damage occurring by reason of or in connection with Borrower or the real property to which this Mortgage will attach after execution and recording.

27. References to Other Documents. All references in this Mortgage to any of the Loan Documents or any other documents or instruments shall be deemed to be references to the Loan Documents or other documents or instruments as the same may from time to time be modified, amended, renewed, consolidated or extended.

28. Notices. All deliveries to be made in accordance with this Mortgage shall be made to the party to receive such delivery at its address hereinafter set forth in this paragraph. Each notice, certificate, request and other communication to be given or made in accordance with this Mortgage shall be deemed to be made or given on the date it is actually received by the party (if personally delivered) or on the date the party refuses delivery or fails to claim the communication if the communication has been deposited in the United States mail, postage prepaid, registered or certified mail with return receipt requested, addressed to the party to receive the same at its address as follows:

If to Borrower: Carlo M. Croce
2140 Cambridge Blvd.
Upper Arlington, OH 43221

or such other address of which Borrower shall have given notice to Lender.

If to Lender: James E. Arnold & Associates, LPA
115 West Main Street, 4th Floor
Columbus, Ohio 43215

or such other address of which Lender shall have given notice to Borrower.

29. Binding Effect. The provisions hereof shall be binding upon Borrower and its successors and assigns, and shall inure to the benefit of Lender and its successors and assigns; provided that this paragraph 29 shall not be deemed to be a consent or approval by Lender of any transfer or assignment of the Mortgaged Property by Borrower.

30. Governing Law. This Mortgage is to be governed by and construed in accordance with the laws of the State of Ohio, with venue to be agreed by Borrower and Lender to be in the courts situated in Franklin County, Ohio.

31. Estoppel Certificates. Borrower, within ten (10) days after request from the Lender, shall furnish a written statement, duly acknowledged, of the claimed amount due on the indebtedness secured by this Mortgage, and whether any offsets or defenses exist against such indebtedness, and if such offsets or defenses are alleged to exist, the nature and extent thereof.

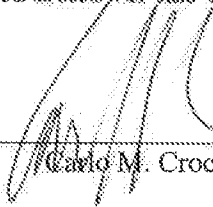
32. Mortgage Condition: This Mortgage is granted upon the CONDITION that if Borrower shall well and truly pay to Lender, its successors or assigns, the indebtedness secured hereby, and shall fully keep and perform all the conditions and agreements to be kept, done and performed by Borrower, then this Mortgage and assignment of leases and rents shall be void; otherwise it shall remain in full force and virtue in law and equity forever.

33. Subordination: The lien created by this Mortgage shall be unconditionally and absolutely subordinate to certain pre-existing mortgages, those being described as an open-ended mortgage in the amount of \$700,000.00 granted by Mortgagor to Huntington National Bank dated August 11, 2017 and recorded on September 29, 2017 in the Official Records of Franklin County, Ohio, and a first mortgage in the amount of \$1,418,000.00 granted by Mortgagor to Fifth Third Mortgage Company dated March 19, 2015 and recorded on March 25, 2015 in the Official Records of Franklin County, Ohio, and the lien created by this Mortgage shall be recorded in the Official Records of Franklin County, Ohio, and all disbursements made hereunder, including but not limited to those reasonably required to evidence this subordination to the pre-existing mortgages and any refinance or replacement thereof.

34. O.R.C. §1311.14. Mortgagor hereby authorizes Mortgagee to do all matters permitted and sanctioned by O.R.C. §1311.14, as now existing or hereafter amended.

[Signature and Acknowledgement to Follow on Next Page]

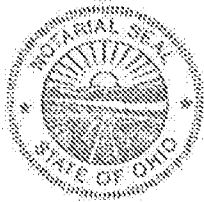
IN WITNESS WHEREOF, the undersigned Borrower has executed this Mortgage this 15th day of October, 2019.



Carlo M. Croce

STATE OF OHIO: COUNTY OF FRANKLIN: as:

The foregoing was acknowledged before me this 15th day of October, 2019, by Carlo M. Croce, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.



G. GREGORY ARENSTEIN, Attorney at Law
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date.
Section 147.03 R.C.



Notary Public

This instrument was prepared by:

James E. Arnold & Associates, LPA
Ian Heyman, Esq.
115 West Main Street, 4th Floor
Columbus, OH 43215

Initials: 