

**OPEN-END MORTGAGE**

**MAXIMUM PRINCIPAL AMOUNT \$3,000,000**

WHEREAS, **ROBERT L. BROWN** as trustee under a certain **Brown Revocable Real Estate Trust Agreement dated March 15, 1995 ("Mortgagor")**, having an address at 435 Elm Street, Suite 700, Cincinnati, Ohio 45202, is the owner of the Premises (as defined below); and

WHEREAS, **STAR BANK, NATIONAL ASSOCIATION**, a national banking association having an address of 425 Walnut Street, Cincinnati, Hamilton County, Ohio 45202 ("**Mortgagee**"), pursuant to that certain Loan Agreement (as defined below), anticipates making a certain loan to **ROBERT LEE BROWN**, an individual having an address of 732 West Alexandersville-Bellbrook Road, Centerville, Ohio 45459 ("**Borrower**"), the principal amount of which loan shall not exceed at any given time \$3,000,000 (the "Loan") subject to certain conditions, one of which is that this instrument shall have been duly executed and delivered; and

WHEREAS, the Loan is or shall be evidenced by and may be made pursuant to that certain Loan Agreement of even date herewith between Borrower and Mortgagee (as modified, amended, supplemented, restated, renewed or extended from time to time, the "Loan Agreement"), that certain Term Loan Promissory Note in the principal amount of \$3,000,000 of even date herewith executed by Borrower in favor of Mortgagee (as modified, amended, supplemented, restated, renewed or extended from time to time, the "Note"), and all other Loan Documents (as defined in the Loan Agreement) (all of the indebtedness and other obligations (including, without limitation, future advances, if any) of Borrower to Mortgagee under the Loan Agreement, the Note and the other Loan Documents and of Mortgagor to Mortgagee under this instrument and the other Loan Documents to which Mortgagee is a party being referred to collectively as the "Obligations"); and

WHEREAS, it is a condition of the making of the Loan that this instrument be executed and delivered by Mortgagor as collateral security for the Obligations;

NOW, THEREFORE, Mortgagor, for good and valuable consideration, grants, bargains, sells and conveys unto Mortgagee, having its tax-mailing address at 425 Walnut Street, Cincinnati, Ohio 45202, its successors and assigns:

All of the estate, right, title and interest of Mortgagor in and to the real property situate in **Douglas County, Nevada** and described in Exhibit A attached hereto and made a part of this instrument (the "Property");

TOGETHER with all buildings, structures and other improvements now or hereafter located on the Property; all the easements and appurtenances thereto, whether now owned or hereafter acquired, including all rights of ingress and egress to and from adjoining property; all machinery, fittings, fixtures, and personal property attached to the Property or used in the operation or maintenance thereof, together with all additions and accessions thereto and replacements thereof; Mortgagor's interest as lessor or lessee in and to all leases of or relating to the Property, or any part thereof, heretofore or hereafter made, intending that in case of a foreclosure sale, the interest of Mortgagor in any such leases then in force shall pass to the purchaser at such sale as part of the Property, subject to election by such purchaser to terminate or enforce any of such leases hereafter made; all awards as a result of the exercise of the right of eminent domain, the alteration of the grade of any street, or any other injury to, taking of, or decrease in the value of any of the Property; all proceeds under insurance policies; and all proceeds arising from any of the foregoing, to the extent of the Obligations.

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All the foregoing encumbered by this Mortgage are collectively referred to herein as the "Premises".

TO HAVE AND TO HOLD the Premises unto Mortgagee, its successors and assigns, forever.

Mortgagor covenants with Mortgagee (1) that Mortgagor is lawfully seized of the Premises in fee simple, (2) that Mortgagor has full power, right and authority to convey and mortgage the same, (3) that, except for those matters (the "Permitted Exceptions") listed in Exhibit B attached hereto and incorporated herein, upon filing for recording with the Recorder of the county in which the Premises are located, the lien of this Mortgage shall constitute a first and best lien on the Premises, (4) that the Property and the Premises are free and clear of all encumbrances and any interest of any other person whatsoever, except for the Permitted Exceptions, and (5) that it does warrant and will defend the title to the same against the claims of all persons whomsoever except those claiming by, through or under the Permitted Exceptions.

#### MORTGAGOR FURTHER COVENANTS AND AGREES:

1. Sum Secured; Future Advances; Repayment. This Mortgage is given by Mortgagor to secure the Obligations, including indebtedness in the principal amount outstanding from time to time under the Note and any other promissory note or notes evidencing the Loan or any extension, renewal or modification thereof, not to exceed the principal amount of THREE MILLION DOLLARS (\$3,000,000) at any particular time, together with interest thereon, amounts advanced by Mortgagee to pay taxes on the Premises, for insurance on the Premises and for the protection of the Premises and other amounts Mortgagee is permitted to advance under this Mortgage. The Obligations include all indebtedness of Mortgagor in connection with the Loan Agreement to Mortgagee, its successors and assigns, whether Mortgagee is acting for its own account, as agent or trustee, or a combination of the foregoing. The Loan Documents may be renewed, restated, extended, supplemented, amended or modified and new Loan Documents may be executed (except for an increase in the maximum principal amount) without in any way affecting this Mortgage or the Obligations. Mortgagor agrees to perform and keep free from default all other agreements affecting the Premises. All payments received by Mortgagee shall be applied by Mortgagee first to charges and other sums (except principal and interest) due under or in connection with the Loan Documents, then to interest payable on the Loan and then to the unpaid principal amount of the Loan, and otherwise in whatever order Mortgagee, exercising its sole discretion, may elect. The Obligations have a final maturity date of December 31, 2004.

2. Condition of the Premises. Mortgagor shall keep the Premises in good condition and repair, and shall not commit or permit anything which may in any way impair the value of the Premises; neither shall Mortgagor remove, alter or permit the removal from the Premises or alteration of, any building, improvement or fixture included in the Premises. If the Premises shall be damaged in whole or in part by casualty, Mortgagor shall promptly restore the Premises to their original condition, or if the Premises shall be damaged by condemnation of a part thereof, Mortgagor shall restore the same to a condition satisfactory to Mortgagee.

Mortgagor shall cause the Premises to comply continuously with all laws, regulations, environmental controls, permits and other requirements of any governmental authority having jurisdiction relating to the Premises.

3. Taxes, Assessments, Liens and Judgments. Mortgagor shall pay, on or before the date that they become due and payable without penalty, all taxes, liens, judgments or assessments which may accrue, be levied or assessed upon the Premises, or any part thereof, or which may be or become a lien upon the Premises, and Mortgagor, upon ten (10) days notice, will deliver to Mortgagee, at its request, the official receipt or receipts evidencing such payment; provided, however, that if Mortgagor shall in good faith, and by proper legal action, contest any such taxes, liens, judgments or assessments or other charges, or the validity thereof, and shall have furnished to Mortgagee, at Mortgagee's option, a bond satisfactory to Mortgagee issued by a surety satisfactory to Mortgagee to secure the payment thereof and any interest and penalties thereon, in such amount as Mortgagee may require, and, at the option of Mortgagee, shall have taken such other actions as Mortgagee in its sole discretion shall deem appropriate to protect the Premises and the priority of the lien of this Mortgage, then Mortgagor shall not be required to pay the same as long as such contest operates to prevent collection and foreclosing of any such lien or judgment, and is maintained and prosecuted with diligence, and shall not have been terminated or discontinued adversely to Mortgagor.

4. Insurance. Mortgagor shall keep the Premises insured against casualty with an all risk policy of casualty insurance and with such other policies against such other hazards as are commonly maintained by persons similarly situated to Mortgagor and as may be reasonably required by Mortgagee, from time to time, for its replacement cost, and if this Mortgage is assigned by Mortgagee, against such other hazards as such assignee may from time to time reasonably require; and shall deliver to Mortgagee policies for such insurance in form and amount satisfactory to Mortgagee and first payable in case of loss to Mortgagee, full power being hereby given to Mortgagee as Mortgagor's attorney-in-fact, coupled with an interest, to settle and compromise claims or bring suit to recover thereunder, to apply the net proceeds therefrom, after deducting all costs of collection, including attorney fees, in reduction of the indebtedness hereby secured, whether or not the same is then due and payable, or, at its option, toward the repair, reconstruction or restoration of the Premises, and in the event of foreclosure to assign each such policy to the transferee of the Premises. Notwithstanding the foregoing, provided there is then no Event of Default, Mortgagee shall promptly make the net insurance proceeds available for the purposes of repair, reconstruction or restoration of the Premises provided further that, in such instance, Mortgagee, at any time, and from time to time, may require Mortgagor to furnish evidence satisfactory to Mortgagee of (a) the availability of sufficient funds (if the insurance proceeds are not adequate therefor) of Mortgagor to complete such repair, reconstruction or restoration and (b) the payment of all invoices, charges, costs and expenses incurred in connection with or relating to such repair, reconstruction or restoration. Such policies of insurance shall contain a standard mortgagee endorsement, and shall provide that the policy may not be cancelled without 30 days prior written notice to Mortgagee, whether as a result of nonpayment by Mortgagor or any other fault of Mortgagor. Mortgagor shall also obtain and maintain a policy of general public liability insurance covering all liabilities incident to the ownership, possession, occupancy and operation of the Property, naming Mortgagee as an additional insured thereunder, having limits of not less than \$1,000,000 each accident, \$1,000,000 each person, and \$500,000 for property damage, or such liability insurance with such higher limits as is commonly maintained by companies similar to Mortgagor and as may reasonably be required by Mortgagee. Except as otherwise provided herein, all premiums for such insurance policies shall be paid by Mortgagor making payment, on or before the due date thereof, directly to the insurance carrier. In the event of loss, Mortgagor shall give prompt notice to the insurance carrier and Mortgagee, and Mortgagee may make proof of loss if not made promptly by Mortgagor. Each insurance company concerned is hereby authorized and directed to make payments for such loss (up to the amounts secured hereby) directly to Mortgagee, instead of to Mortgagor and Mortgagee jointly.

5. Escrow. At the option of Mortgagee, if an Event of Default should occur and be continuing hereunder, Mortgagor shall deposit monthly with Mortgagee an amount, as estimated by Mortgagee, which, when added to such other deposits, will be sufficient to pay when due all ground rents, if any, taxes, assessments, insurance premiums and similar charges relating to the Premises which next become due with respect to the Premises and to pay such additional amount as may be necessary to make up any deficiency in the funds available to pay the same on or before thirty (30) days before the date when such ground rents, taxes, assessments, premiums and charges become due and payable. All such deposits shall be held by Mortgagee without interest and free of any lien or claim of Mortgagor's creditors, to be used by Mortgagee to pay such ground rents, taxes, assessments, premiums and other charges as the same become due and payable. Any excess in such deposits shall be credited on subsequent deposits to be made hereunder. Monthly accruals of real estate taxes shall be based upon one-twelfth (1/12th) of the estimated annual real estate taxes on the Premises. If at any time the deposits held by Mortgagee are insufficient to pay any ground rents, taxes, assessments, insurance premiums or other charges, Mortgagor, upon receipt of notice thereof, shall deposit with Mortgagee such additional funds as may be necessary, in the judgment of Mortgagee, to remove such deficiency. Mortgagee shall not be liable for any unintentional delay or error in paying any ground rents, taxes, assessments, insurance premiums or other charges.

6. Other Encumbrances. Mortgagor shall pay any debt, claim or other charge for repairs or improvements that may have been made or may hereafter be made on, and which may become a lien against, the Premises or any part thereof, and shall not permit any lien or encumbrance of any kind or claim thereof, whether prior or subordinate to this Mortgage, except the Permitted Exceptions, to accrue or remain on or affect the Premises or any part thereof.

If Mortgagor, without the prior written approval of Mortgagee, shall further encumber the Premises or permit the Premises to be further encumbered by another mortgage, lien, lease or other encumbrance, or permit any claim of mechanic's lien to remain of record more than sixty (60) days after its filing, Mortgagee, at its option, without limiting its other rights and remedies, may declare the entire indebtedness secured hereby immediately due and payable.

7. Eminent Domain. In the event that the Premises, or any portion thereof, are taken or damaged by eminent domain, or conveyed in lieu thereof, the proceeds of any condemnation award shall, at the option of Mortgagee, (i) be applied to the reduction of the indebtedness secured by this Mortgage, whether or not such indebtedness is then due, or (ii) be disbursed by Mortgagee to pay for the costs of restoration of the portion of the Premises not taken, if any. No such condemnation award shall be applied to the reduction of the indebtedness secured hereby if, in the sole opinion of Mortgagee, the taking does not adversely and materially affect the operation of the Premises as previously conducted or Mortgagee's security (hereunder or otherwise). Notwithstanding the foregoing, provided there is then no Event of Default, Mortgagee shall promptly make the net condemnation proceeds available to Mortgagor to the extent necessary for the purposes of restoration of the portion of the Premises not taken provided further that, in such instance, Mortgagee, at any time, and from time to time, may require Mortgagor to furnish evidence satisfactory to Mortgagee of (a) the availability of sufficient funds (if the condemnation proceeds are not adequate therefor) of Mortgagor to complete such restoration and (b) the payment of all invoices, charges, costs and expenses incurred in connection with or relating to such restoration.

8. Rents, Issues and Profits. The rents, issues and profits of the Premises are hereby pledged as additional security for the Obligations, and Mortgagee shall have the right, at any time after an Event of Default, without regard to the adequacy of any security for the

Obligations and with or without the appointment of a receiver, to enter upon and take possession of the Premises and to collect such rents, issues and profits, and apply the same less the cost of curing such default and less the cost of operation, maintenance and repair, and reasonable collection, management and attorney fees, in reduction of the Obligations.

9. Leases of Premises. Upon Mortgagee's request, from time to time, Mortgagor shall furnish Mortgagee with a statement, in affidavit form and in such reasonable detail as Mortgagee may require, of all leases (for a period of more than two weeks) of the Premises, if any, and, on demand, furnish Mortgagee with true copies of executed counterparts of any and all such leases. Mortgagor shall, as requested by Mortgagee, assign to Mortgagee by specific assignment any leases, now or hereafter executed with respect to the Premises, in which Mortgagor, its successors or assigns are lessor, and Mortgagee may give written notice of such assignments to the lessees therein named.

10. Inspections. Mortgagee shall have the right, at reasonable times, to inspect the books and records relating to the operation of the Premises and make copies thereof. Mortgagee shall also have the right, at any time, to inspect the Premises.

11. Change in Law. In the event of the enactment after this date of any law of the state or the locality in which the Premises are located deducting from the value of the land for the purpose of taxation the amount of any lien thereon, or imposing upon Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or Mortgagor's interest in the property, or the manner or collection of taxes, so as to affect this Mortgage or any other Loan Documents, then, and in any such event, Mortgagor upon demand by Mortgagee, shall pay such taxes or assessments, or reimburse Mortgagee therefor; provided, however, that if in the opinion of counsel for Mortgagee such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, Mortgagee may elect, by notice in writing given to Mortgagor, to declare all of the indebtedness secured hereby to become due and payable sixty (60) days from the giving of such notice.

12. Right to Cure Default; Protection of Security. Upon failure of Mortgagor to comply with any of the provisions hereof or any of the provisions of the other Loan Documents, Mortgagee may enter upon the Premises (but without any obligation so to do) and make repairs, procure insurance, pay taxes and assessments and pay any debt, claim or other charge which Mortgagor should have made, procured or paid (the receipt of the creditor or proper tax official being conclusive evidence of the amount, validity and the fact of payment thereof), or cure any default under any Loan Document. In addition, if any action or proceeding is threatened or commenced which may or does materially and adversely affect Mortgagor's or Mortgagee's interest in the Premises, including, but not limited to, eminent domain, insolvency or arrangements or proceedings involving a bankrupt, then Mortgagee, at its option, may make such appearances, disburse such sums and take such action as Mortgagee considers necessary to protect its interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Premises to make repairs. All sums so paid or expenses incurred by Mortgagee in exercising its rights under this paragraph 12 shall be immediately due and payable by Mortgagor, shall bear interest at the highest rate permitted to be charged on delinquent installments of principal and interest under the Loan Documents, and shall be hereby secured. Nothing contained in this paragraph 12 shall (i) require Mortgagee to incur any expense or do any act hereunder or (ii) limit any other rights or remedies Mortgagee may have under this Mortgage or otherwise.

13. Change of Ownership. If the Premises or any part thereof are sold, transferred, conveyed, encumbered, leased or assigned or placed under contract to do any of

the foregoing, without the prior written consent of Mortgagee or except to the extent permitted pursuant to the Loan Agreement, Mortgagee, at its option, may declare the entire indebtedness secured hereby immediately due and payable and may exercise any other rights it may have under this Mortgage or at law or in equity. Any change whatsoever in the ownership, legal or beneficial, of Mortgagor which changes the identity of persons, directly or indirectly, having the controlling interest in a corporation or the ownership, legal or beneficial, of any partnership or other entity which constitutes all or part of Mortgagor, shall be considered to be a sale or transfer within the meaning of this paragraph 13.

14. Expenses of Mortgagee. Mortgagor shall indemnify Mortgagee against, hold Mortgagee harmless from and pay all sums, including costs and attorney fees, which Mortgagee may incur in any proceedings to defend the title or possession of the Premises or to prevent the commission of waste or to establish or preserve the lien of this Mortgage or its priority, or in connection with any suit to enforce this Mortgage or any of the Loan Documents or recover the indebtedness hereby secured. All such sums shall be immediately due and payable by Mortgagor, shall bear interest at the highest rate permitted to be charged on delinquent instalments of principal and interest under the Loan Documents and shall be secured hereby.

15. Obligations as to Leases. Mortgagor covenants that it will not hereafter lease or enter into any agreement to lease any portion of the Premises or enter into or agree to any alteration, modification, amendment, extension, assignment, sub-leasing or termination of any existing lease (for a term of more than two weeks) relating to the Premises, without first submitting such lease or agreement to lease or such alteration, modification, amendment, extension, assignment, sub-leasing or termination to Mortgagee and obtaining its written consent thereto. Mortgagor will perform all of its obligations as lessor under all leases and any sub-lease of the Premises, will not consent to any subletting or assignment without Mortgagee's consent, or do or fail to do any act which might create in any lessee the right to cease payment of rent or terminate its lease, and agrees that approval by Mortgagee of any lease, amendment to lease, assignment or subletting shall not relieve Mortgagor from the obligations of these covenants. Mortgagor will comply with each and every obligation imposed upon it by any lease of the Premises.

16. Default. The occurrence of an Event of Default under the Loan Agreement shall constitute an Event of Default hereunder. Upon the occurrence of an Event of Default, at the option of Mortgagee, (or automatically under the circumstances described in the Loan Agreement) the entire indebtedness secured by this instrument shall immediately become due and payable and shall bear interest at the highest default rate permitted to be charged under the Note or the Loan Agreement, as applicable, and this Mortgage shall become absolute and the rights, title and interest of Mortgagor in, to and under the Premises shall become subject to foreclosure; and Mortgagee, in addition to all other remedies available under the Loan Documents or at law or in equity, shall have the right and power to do any one or more of the following: (1) sell the Premises if permitted by law, (2) institute judicial proceedings to foreclose the interest of Mortgagor in the Premises, (3) apply without notice, the same being hereby waived, for the appointment of a receiver for the Premises and the rents and profits thereof or (4) enter upon and take possession of the Premises and let the Premises and receive the rents, issues and profits thereof, make repairs and apply said rentals and profits thereto, and apply said rentals and profits, after payment of all necessary or proper charges and expenses, on account of the amount hereby secured. At Mortgagee's option, Mortgagor, immediately after any Event of Default, will vacate the Premises within three (3) days after written demand has been made therefor by Mortgagee by delivering such demand at the Premises, and upon Mortgagor's failure so to do Mortgagee shall forthwith be entitled to recover possession of the Premises by action of forcible entry and detainer, or otherwise. Upon proceedings being commenced for the foreclosure of the interest of Mortgagor in the

Premises, Mortgagee shall be at liberty to apply for the appointment of a receiver as a matter of right without consideration of the value of the Premises as security for the amount due Mortgagee or the solvency of any person or persons liable for the payment of such amount.

17. Environmental Condition of Premises. Mortgagor represents and warrants that to the best of its knowledge there has never been any event ("Environmental Event") at, on or in connection with the Premises which would be deemed a release or a disposal of any hazardous, toxic or dangerous substance, waste or material or any solid waste, pollutant or contaminant ("Hazardous Material") defined as such in, or for the purpose of, the Comprehensive Environmental Response, Liability and Compensation Act, 42 U.S.C. §9601, et seq., any so-called "Superfund" or "Superlien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability for any hazardous, toxic or dangerous substance, waste or material or any solid waste, pollutant or contaminant ("Environmental Law"). If Mortgagor receives (a) any notice of any Environmental Event affecting Mortgagor or the Premises or any part thereof or (b) any complaint, order, citation or notice with regard to air emissions, water discharges, noise, emissions or any other environmental, health or safety matter affecting Mortgagor or the Premises or any part thereof from any court, governmental or quasi-governmental agency or other entity which is authorized by law to issue orders under any Environmental Law or from anyone else, Mortgagor shall, within three (3) days, give written notice thereof to Mortgagee. If at any time it is determined that there are any Hazardous Materials located on the Premises, Mortgagor shall diligently commence to take such action, at its sole expense, to comply with all environmental requirements and Environmental Laws pertaining to such materials. Failure of Mortgagor or the Premises to comply promptly with all Environmental Laws, including all environmental requirements of federal, state or local law, statute, ordinance or regulation, rule, court or administrative order or decree, or private agreement, shall constitute and be a default under this Mortgage and Mortgagee, in lieu of foreclosure and any other remedy available to it at law or in equity, shall have the option to require specific performance of Mortgagor's obligations hereunder.

If Mortgagor reasonably believes inspections are appropriate due to the suspected or known presence of Hazardous Materials on the Premises, Mortgagee, at its option, may cause the Premises to be inspected from time to time by an environmental consultant for the purpose of conducting what is commonly known as a Phase I Site Assessment to assess the compliance by Mortgagor and of the Premises with all the requirements of this paragraph. In the event Mortgagee reasonably determines based upon such assessment that the results of such inspection makes further inspection to assess such compliance by Mortgagor and the Premises prudent, Mortgagee may cause such further inspection. Mortgagor shall consult with and cooperate with any such consultant. Mortgagor shall, promptly upon request of Mortgagee, pay the costs and expenses incurred by Mortgagee in connection with such inspections (including any excavation, testing, boring, drilling and chemical analysis) upon receipt of a statement thereof from Mortgagee. The payment of such costs and expenses shall be secured by this Mortgage and shall bear interest at the highest rate set forth in the Loan Documents.

In the event that Mortgagee reasonably determines that a release of a Hazardous Material into the environment is threatened or occurring at the Premises, the Mortgagee may request Mortgagor, at the sole cost and expense of Mortgagor, to prevent such release and/or to remedy the adverse impact upon the environment occurring as a result of such a release. In the event Mortgagor fails to commence to comply with any request given by Mortgagee pursuant to this paragraph, or to proceed diligently and promptly to complete such compliance, Mortgagee shall have the right, but not the obligation, to cause its contractors to enter the Premises to cause such compliance and Mortgagor shall pay to Mortgagee the costs and expenses incurred by Mortgagee in causing such compliance,

together with interest on the amount of such costs and expenses from the time Mortgagee incurs such costs and expenses at the highest rate set forth in the Loan Documents, and the payment of such costs and expenses shall be secured by this Mortgage. In the alternative, and at the option of Mortgagee, Mortgagee may seek a decree of specific performance or other injunctive relief to enforce Mortgagor's obligations under this Paragraph.

Without limiting any other obligations of Mortgagor under this Mortgage or the other Loan Documents, Mortgagor hereby agrees to defend, indemnify and hold harmless Mortgagee, its directors, officers, employees, agents, contractors, subcontractors, licensees, invitees, successors and assigns from and against any and all claims, losses, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees and claims arising out of loss of life, injury to persons, property, or business or damage to natural resources) in connection with the activities of Mortgagor, its predecessors in interest, third parties who have trespassed on the Premises, or parties in contractual relationships with Mortgagor, or any of them, whether or not occasioned wholly or in part by any condition or accident or event caused by an intentional or unintentional act or omission of Mortgagee (other than to the extent caused by an act or omission of Mortgagee which constitutes willful misconduct or gross negligence on the part of Mortgagee) which arises out of: (a) the actual, alleged or threatened release of a Hazardous Material upon and/or from the Premises into the environment; (b) the use, specification, or inclusion of any Hazardous Material on the Premises, or the failure to detect the same or (c) the improper disposal of a Hazardous Material from the Premises. Mortgagor shall bear, pay and discharge, as and when the same becomes due and payable any and all such judgments or claims for damages, penalties or otherwise against Mortgagee, shall hold Mortgagee harmless for such claims, losses, damages, liabilities, costs and expenses, and shall assume the burden and expense of defending all suits, administrative proceedings, and negotiations of any description with any and all persons, political subdivisions or government agencies arising out of any occurrence set forth in this paragraph 17. The performance of the obligations of Mortgagor under this paragraph 17 shall be secured by this Mortgage. Notwithstanding anything in this Mortgage or the Loan Documents to the contrary, the obligations of Mortgagor under this paragraph shall be deemed part of the Obligations and shall survive the release of this Mortgage, delivery of any deed in lieu of foreclosure of this Mortgage, or any foreclosure of the rights of Mortgagor in the Premises pursuant to this Mortgage.

18. Non-Waiver. The delay or the failure of Mortgagee to exercise any of its options to accelerate the indebtedness secured hereby, or to exercise its other rights or remedies in connection with any violation of the conditions, agreements or covenants of this Mortgage or the other Loan Documents shall not constitute a waiver of the right to exercise such rights because of any subsequent violation, and in determining whether a default has occurred, time shall be considered to be of the essence of this agreement.

19. Costs of Collecting or Securing the Indebtedness. All costs of collecting, securing or attempting to collect or secure the Obligations, including reasonable attorneys fees if permitted by law to be included, shall be deemed a part of the indebtedness secured hereby. The validity of the provisions in the Loan Documents relating to the collection of attorney fees, and other expenses incident to collecting or securing the indebtedness hereby, or enforcing or protecting the security for such indebtedness, shall be enforceable to the fullest extent permitted by law, any law or decision to the contrary being hereby waived by Mortgagor to the extent permitted by law.

20. Extension. Extension of the time for payment or modification of the required amortization of the sums secured by this Mortgage granted by Mortgagee to Mortgagor, Borrower or to any successor in interest shall not operate to release, in any manner, the liability of the original mortgagor hereunder for the indebtedness secured hereby.



21. Cumulative Effect. All remedies provided in this Mortgage are distinct and cumulative to any other rights or remedies provided in the other Loan Documents, or afforded by law or equity, and may be exercised concurrently, independently or successively with such other rights or remedies. Mortgagor acknowledges that Mortgagee has acquired, and may in the future acquire, security interests in other real and personal property as security for the Obligations. Acquisition, modification, compromise, or release of other security shall not release or impair in any way this Mortgage or any of Mortgagor's obligations hereunder. In the event of default, Mortgagee may exercise any available remedy in such order, successively or concurrently, as Mortgagee may determine in its absolute discretion, any marshalling of liens or other principle of law which might limit the time or manner in which Mortgagee exercises its remedies being hereby waived by Mortgagor.

22. Binding Effect and Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure, to the respective successors and assigns of Mortgagor and Mortgagee; provided that the terms of this paragraph 22 shall not be deemed to limit, in any way, the provisions of paragraph 13 hereof. All covenants and agreements of Mortgagor shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

23. Notices. Any notice, demand or other communication provided for in this Mortgage shall be in writing and be mailed by certified mail, return receipt requested, or by recognized overnight courier service which in the ordinary course of its business maintains a record of receipt of each of its deliveries, to the address set forth below or to such address as either party hereto may designate by notice to the other, and shall be deemed given two business days after mailing, postage prepaid, return receipt requested, or the business day after depositing with such service for delivery, to the addressee.

If to Mortgagee:

Star Bank, National Association  
Star Bank Center  
425 Walnut Street  
Cincinnati, Ohio 45202  
Attention: Thomas D. Gibbons

with a copy to:

✓ Taft, Stettinius & Hollister  
1800 Star Bank Center  
425 Walnut Street  
Cincinnati, Ohio 45202-3957  
Attention: Jeffrey S. Schloemer

If to Mortgagor:

c/o Robert Lee Brown  
732 West Alexandersville-Bellbrook Road  
Centerville, Ohio 45459

with a copy to:

Klaine, Wiley, Hoffmann & Minutolo  
Suite 1850  
105 East Fourth Street  
Cincinnati, Ohio 45202-4008  
Attention: Franklin A. Klaine, Jr., Esq.

Mortgagor and Mortgagee may, by written notice to the other as provided above, designate another address for notice purposes hereunder.

24. Severability. In the event that any provision or clause of this Mortgage or the other Loan Documents conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the other Loan Documents which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the other Loan Documents are declared to be severable.

25. Security Interest. If any of the property herein mortgaged is of a nature such that a security interest therein can be perfected under the Uniform Commercial Code, this instrument shall also constitute the grant of a security interest therein to Mortgagee and serve as a Security Agreement, and Mortgagor agrees to execute any Financing Statements and to execute any other instruments that may be required for the further specification, perfection or renewal of such security interest.

26. Absolute and Unconditional Obligations. The obligations of Mortgagor under this Mortgage shall be primary, absolute and irrevocable regardless of the genuineness, validity, regularity or enforceability of any or all of the Loan Documents, including without limitation the Note, and shall remain in full force and effect until the entire principal of and interest now or hereafter due and owing to Mortgagee under the Note and all other sums now or hereafter due and owing under any and all of the Loan Documents, and the rest of the indebtedness, shall have been paid and discharged in accordance with the respective terms thereof, and such obligations shall not be released, discharged, affected, modified or impaired by reason of the happening from time to time of any event, including without limitation any one or more of the following:

(a) the compromise, settlement or termination of any or all of the representations, obligations, covenants or agreements of Borrower or Mortgagor under any of the Loan Documents, or the compromise, settlement or termination of any or all of the obligations of any guarantor of the Obligations (each, a "Guarantor") by operation of law or otherwise; or

(b) delay or failure to give notice to Borrower, Mortgagor, or any Guarantor of the occurrence of a default under the terms and provisions of this Mortgage or any of the other Loan Documents; or

(c) the waiver by Mortgagee of the payment, performance or observance by Borrower, Mortgagor or any Guarantor of any of the representations, obligations, covenants or agreements contained in this Mortgage or any of the other Loan Documents; or

(d) the extension of the time for payment of principal of, premium, if any, or interest due under the Note or of the time for performance of any other obligations, covenants or agreements under or arising out of this Mortgage or any of the other Loan Documents, or the extension or the renewal of any thereof; or

(e) any transfer, disposition, sale or pledge of the right of Mortgagee under, or any surrender, compromise, settlement, release, renewal, extension, indulgence, alteration, substitution, exchange, change in, supplement, modification, or amendment (whether material or otherwise) of any obligation, covenant or agreement set forth in, this Mortgage or any of the other Loan Documents; or

(f) the taking or omission of any of the actions authorized or permitted under this Mortgage or any of the other Loan Documents; or

(g) any invalidity or unenforceability of any terms or provisions of this Mortgage or any of the other Loan Documents, or any loss or release or substitution of, or other dealing with, any security which is created by this Mortgage or any of the other Loan Documents; or

(h) any failure, omission or delay on the part of Mortgagee to enforce, assert or exercise any right, power or remedy conferred on Mortgagee in this instrument, in any of the other Loan Documents, or any other act or acts on the part of Mortgagee or any holder from time to time of the Note; or

(i) the voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all of the assets, marshalling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition with creditors or readjustment of, or other similar proceedings affecting any Guarantor, Mortgagor or Borrower or any of the assets of any of them, or any allegation or invalidity or contest of the validity of this instrument in any such proceedings; or

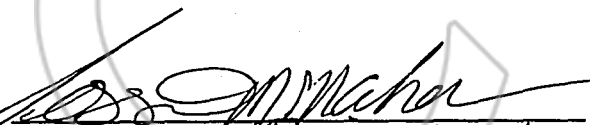
(j) the failure to perfect or delay in perfecting or continuing the perfection of any security interest in any property which secures the obligations of Borrower, Mortgagor or any Guarantor, or to protect the property covered by such security interest; or

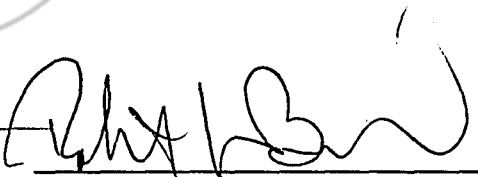
(k) the failure to give notice of any disposition of any collateral covered by any security interest or to dispose of such collateral in a commercially reasonable manner.


PROVIDED, ALWAYS, that if the Obligations shall be fully kept and performed, then these presents and the estate hereby granted shall cease, determine and be void.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage effective as of the 26th day of December, 1997.

Signed and acknowledged in the presence of:

  
Printed name: Jessica Menahan

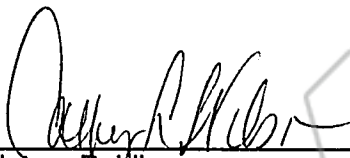
  
Robert L. Brown, as Trustee under Brown Revocable Real Estate Trust Agreement dated March 15, 1995

  
Printed name: Stephanie Ashcraft

STATE OF OHIO  
COUNTY OF HAMILTON

SS:

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of February, 1998, by Robert L. Brown as Trustee under Brown Revocable Real Estate Trust Agreement dated March 15, 1995.

  
\_\_\_\_\_  
Notary Public  
My Commission expires: 3/2/2000

This instrument prepared by:

Daniel E. Fausz, Esq.  
Taft, Stettinius & Hollister  
1800 Star Bank Center  
425 Walnut Street  
Cincinnati, OH 45202-3957  
(513) 381-2838

STAR:SBBRWNNV.MT2

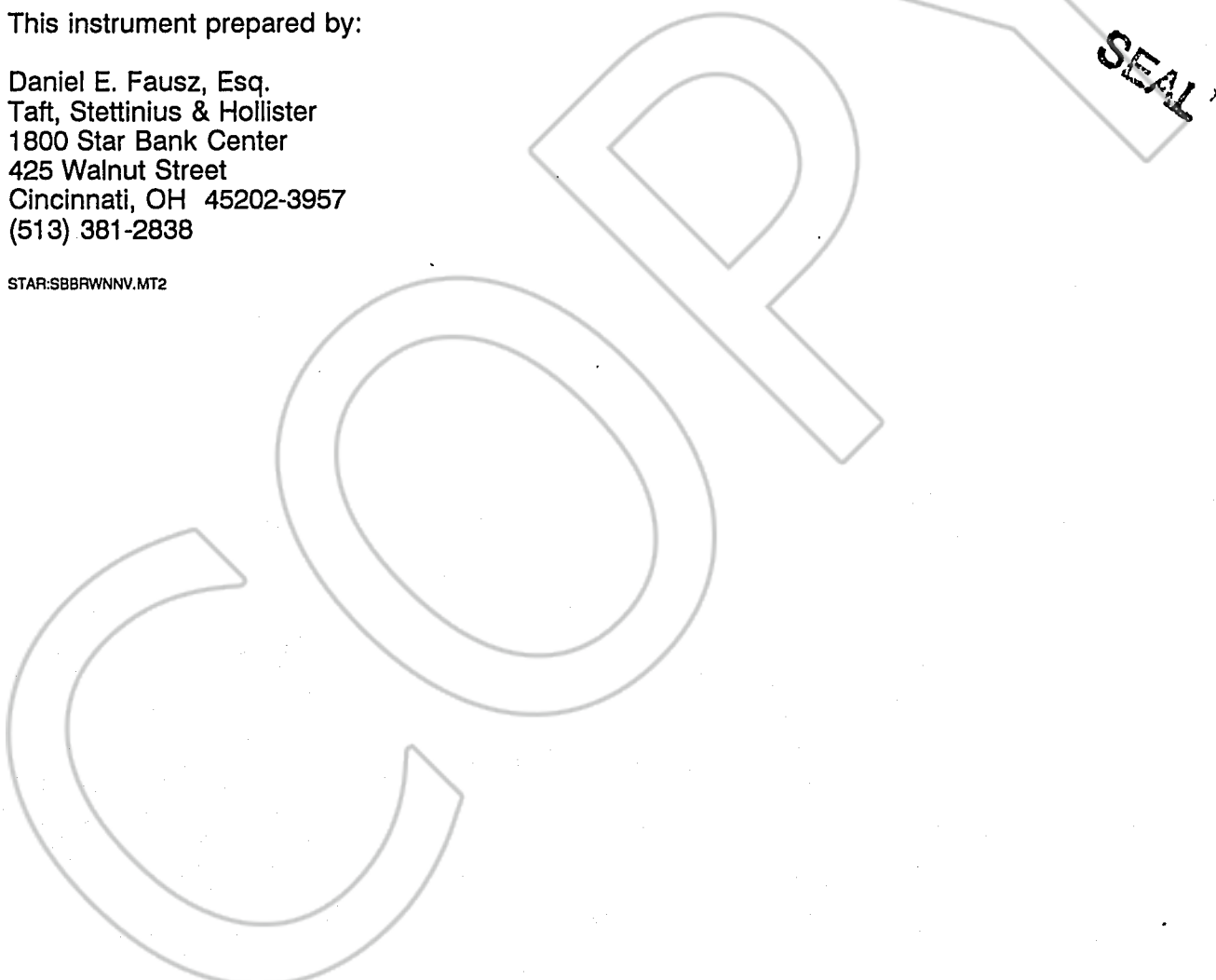


EXHIBIT A

Legal Description

Lot 76, of Lake Village, Unit No. 2-E, as shown on the Official Map filed in the Office of the County Recorder of Douglas County, Nevada, on October 18, 1972 in Book 1 of Maps, as Document No. 62363.

Assessor's Parcel No. 07-073-020.

COPY

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EXHIBIT B

Permitted Exceptions

1. The lien of nondelinquent real property taxes and installments of assessments.
2. Such other title matters as may be approved in writing by Mortgagee.

COPY

REQUESTED BY  
*Taft et al*  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

'98 FEB 23 AM 11:49

LINDA SLATER  
RECORDER  
\$20<sup>00</sup> PAID *ka* DEPUTY

0433133

BK0298PG3909