

(25-02347OH)

COURT OF COMMON PLEAS  
FRANKLIN COUNTY, OHIO

PNC Bank, National Association  
3232 Newmark Drive  
Miamisburg, OH 45342

Plaintiff,

Case No.:

**COMPLAINT IN FORECLOSURE IN  
REM**

Permanent Parcel No: 010-121515-00

-vs-

Unknown heirs, devisees, legatees,  
executors, administrators, spouses, and  
unknown guardians of minor and/or  
incompetent heirs of Carol A Silvius  
Address Unknown

William H Silvius  
4221 Ellery Drive  
Columbus, OH 43227

Unknown Spouse of William H Silvius  
4221 Ellery Drive  
Columbus, OH 43227

Franklin County Treasurer  
c/o Franklin County Prosecutor  
373 South High Street, 14th Floor  
Columbus, OH 43215

Defendants.

**COMPLAINT**

**COUNT ONE**

1. Plaintiff is entitled to enforce a note, the original of which is in plaintiff's possession. A copy of the note is attached hereto as Exhibit A.

2. There has been a default under the terms of the note; plaintiff has performed all conditions precedent; and plaintiff has accelerated the debt.

3. There is due to plaintiff, PNC Bank, National Association, upon the note, the sum of \$46,655.05, with interest at the rate of 9.140% per year, and as such rate may be adjusted pursuant to the terms of the note, from August 10, 2024, plus court costs, advances, and other charges as allowed by law.

COUNT TWO

4. Plaintiff incorporates the allegations of Count One and further states that the note is secured by a mortgage, a copy of which is attached hereto as Exhibit B. The mortgage is a valid first lien upon the real estate described therein.

5. The mortgage was filed for record on September 19, 2013, as Instrument Number 201309190159947, of the county recorder's records. The conditions of defeasance contained therein have been broken; plaintiff has complied with all conditions precedent; and plaintiff is entitled to have said mortgage foreclosed.

6. Plaintiff says that the defendant, Unknown Spouse of William H Silvius, may claim an interest in the subject property as the current spouse of William H Silvius.

7. Upon information and belief, Plaintiff states that the titleholder Carol A Silvius is deceased. Therefore, the Unknown heirs, devisees, legatees, executors, administrators, spouses, and unknown guardians of minor and/or incompetent heirs of Carol A Silvius and William H Silvius may claim an interest in the subject property as heirs of Carol A Silvius.

8. Defendant, Franklin County Treasurer, may claim an interest in the subject property by virtue of property taxes due.

9. A copy of the approved legal description is attached as Exhibit C.

WHEREFORE, plaintiff prays for a finding of default, in the amount of \$46,655.05, together with interest at the rate of 9.140% per year, and as such rate may be adjusted pursuant to the terms

of the note, from August 10, 2024 plus court costs, advances, and other charges, as allowed by law; be adjudged a valid first lien upon the real estate described herein, and that said mortgage be foreclosed; that said real property may be ordered sold, and that plaintiff be paid out of the proceeds of such sale; for such other relief, legal and equitable, as may be proper and necessary; and that all the other defendants herein be required to set up their liens or interests in said real estate or be forever barred from asserting same.

/s/ **Melissa J. Whalen**

Melissa J. Whalen (0068316)  
Ashley E. Rothfuss (0083605)  
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## **Exhibit A**

Choice Home Equity Line of Credit



**Borrower:**  
CAROL A SILVIUS

**Lender:**  
PNC Bank, National Association

**Date of this Agreement:**  
09/06/2013

Agreement and Disclosure Statement

☒ REGULAR ACCOUNT  
☐ EMPLOYEE ACCOUNT  
Employee Account Benefit: %  
Payment Due Date: 10  
Account Number:  
Maximum Credit Limit: \$50,000.00  
Name of Borrower(s):  
CAROL A SILVIUS

Address:

4221 ELLERY DR  
COLUMBUS OH 43227-3648

PAYMENT OPTIONS FOR VARIABLE RATE PART

☒ Principal and Interest  
☐ Interest Only during the Draw Period

AUTOMATIC PAYMENT PLAN

☒ YES ☐ NO  
Automatic Payment Plan Discount: .250 percentage points  
Checking Account Number: [REDACTED]  
In Name(s) of:

CAROL ANN SILVIUS

OVERDRAFT PROTECTION

☐ YES ☒ NO

Checking Account Number:  
In Name(s) of:

The Initial Daily Periodic Rate and Initial Annual Percentage Rate based on the Indexes in effect during the Billing Cycle in which this disclosure is made are as follows:

VARIABLE RATE PART

Initial Daily Periodic Rate: 0.010857 % per day  
Initial Corresponding **ANNUAL PERCENTAGE RATE:**  
3.890 % per year  
Base Margin: 0.890 percentage points

FIXED RATE PARTS WITH PAYMENTS OF PRINCIPAL AND INTEREST

Initial Daily Periodic Rate: 0.017561 % per day  
Initial Corresponding **ANNUAL PERCENTAGE RATE:**  
6.410 % per year  
Base Margin: 2.500 percentage points

FIXED RATE PARTS WITH PAYMENTS OF INTEREST ONLY

Initial Daily Periodic Rate: 0.016876 % per day  
Initial Corresponding **ANNUAL PERCENTAGE RATE:**  
6.160 % per year  
Base Margin: 2.250 percentage points

1. OTHER FINANCE CHARGES Amount

(a) Transfer Fee \$100.00 per transfer  
You must pay a Transfer Fee each time you make a transfer to a Fixed Rate Part.

(b) **FINANCE CHARGES** required to open this Account: To open this Account, you must pay the following **FINANCE CHARGES** on or before the date this Account becomes effective (You may not use a loan from this Account to pay these Finance Charges):

2. EARLY ACCOUNT CLOSURE FEE: ☐ Not applicable  
☒ \$350.00

3. CLOSING COSTS Amount

4. ANNUAL FEE ☐ Not applicable  
☒ Annual Fee: \$50.00

The Annual Fee will be charged to your Account by the second Billing Cycle following account opening and each year thereafter, during the Draw Period.

☐ The Annual Fee will not be charged during any year that, on the date the Annual Fee is due to be charged, (1) you have a checking account of the type identified below, or (2) this is an Employee Account, regardless of the type of checking account you have.

Checking Account Type:

Agreement Index. For your reference, an index to this Agreement is provided on page seven.

1. **Definitions.** In this Agreement the following definitions apply: "Agreement" means this Choice Home Equity Line of Credit Agreement and Disclosure Statement, the Mortgage and any amendment or addendum to this Agreement.

**Parties to the Agreement.** "We," "us," "our" or "Lender" means the Lender named above or any person or entity to whom the rights of the Lender have been assigned.

"You," "your," "yours" or "Borrower" means each and every person signing this Agreement as a Borrower, whether one or more persons sign.

**Parts of the Account.** "Account" means the Choice Home Equity Line of Credit Account evidenced by this Agreement.

"Variable Rate Part" means the part of this Account from which loans will be made. The interest rate on the Variable Rate Part may change. Changes in interest rate will affect existing balances and new loans.

"Fixed Rate Part" means the part of this Account to which you may transfer all or a portion of the principal balance in the Variable Rate Part. Changes in the interest rate will affect transfers to a new Fixed Rate Part, but will not affect the interest rate on a Fixed Rate Part once it is established. Fixed Rate Parts can be either (1) "Fixed Rate Principal and Interest"

Parts, which may also be called "Fixed Rate P & I" Parts or "Fixed P&I" Parts, on which the Minimum Payment will include principal repayment and accrued finance charge; or (2) "Fixed Rate Interest Only" Parts, which may also be called "Fixed Rate IO" Parts or "Fixed IO" Parts, on which the Minimum Payment will be accrued interest.

**Types of Accounts.**

"Regular Account" means an Account which is not eligible for an Employee Benefit. "Employee Account" means an Account for which employees and retired employees of PNC Bank, National Association, or one of its affiliates are eligible (except that certain executive officers, directors and principal shareholders are not eligible). Special terms apply while you are eligible for the Employee Benefit. If you cease to qualify for the Employee Benefit, the Annual Percentage Rate applicable to this Account may increase, and other terms applicable to this Account may also change, as set forth in this Agreement.

**Other Terms Used in This Agreement.**

"Automatic Payment Plan," if checked "YES" above, means that you have authorized us to deduct the Minimum Payment each month from the checking account identified above, on or about the Payment Due Date.

"Billing Cycle" means the interval between the dates on which monthly statements are prepared or would have been prepared if one were required under the paragraph called "Monthly Statements."

Choice Home Equity Line of Credit

Borrower:  
CAROL A SILVIUS

Lender:  
PNC Bank, National Association

Date of this Agreement:  
09/06/2013

Agreement and Disclosure Statement—continued

"Choice Access Card" and "Card" mean the credit card or cards issued by Lender to each Borrower in connection with this Account.

"Close this Account" means that (1) this Account has been Terminated either by you or by us (or is in the Repayment Period); (2) this Account has a zero outstanding balance; and (3) we are obligated, upon payment of the accrued interest for any partial Billing Cycle and payment of the Early Account Closure Fee, if applicable, to Satisfy the Mortgage of Record. "Draw Period" means the first phase of the Account during which you can obtain loans from the Variable Rate Part and make transfers to Fixed Rate Parts. The Draw Period begins after we approve the credit, you have signed this Agreement and no one has rescinded this Agreement within the time provided under the Notice of Right to Cancel.

"Maximum Credit Limit" or "Maximum Credit" means the dollar amount of credit available to you. The total of the principal balances of all parts of the Account plus Choice Access Card transactions which have been authorized but not yet posted to the Account may not exceed the Maximum Credit Limit.

"Mortgage" means the mortgage, deed of trust or security deed given by the Borrower and/or the other owner of the Mortgaged Premises to secure this Account.

"Mortgaged Premises" means the property covered by the Mortgage given to secure this Account, as is more particularly described in the Mortgage.

"Repayment Period" means the phase of the Account after the Draw Period has ended, during which any remaining balance must be paid. You may not obtain new loans or make transfers during the Repayment Period. The Repayment Period will begin with the first Billing Cycle following the end of the Draw Period and will continue until you have paid the balance in full.

"Satisfy the Mortgage of Record" means that, in accordance with applicable law or custom, the Lender records in the appropriate state or local government office evidence that the debt has been paid and that the Mortgage is no longer an encumbrance on the Mortgaged Premises, or the Lender provides evidence that the debt has been paid and that the Mortgage is no longer an encumbrance on the Mortgaged Premises to Borrower or to some other person authorized to receive it.

"Suspension" means that you will no longer be able to obtain loans, obtain any extensions of credit or make transfers to Fixed Rate Parts. Suspension affects the Account temporarily, until the condition which caused the suspension no longer exists.

"Termination" means that you will no longer be able to obtain loans, obtain any extensions of credit or make transfers to Fixed Rate Parts. Termination affects the Account permanently.

2. **General Description of the Account.** This Account is a revolving loan Account, sometimes called a line of credit. It is secured by the Mortgage. You may obtain loans on this Account from time to time during the Draw Period by writing checks in amounts of not less than \$100, by using the Choice Access Card, by using the Overdraft Protection feature, if applicable, or by using other methods which we may permit. We will add the loans to the balance of the Variable Rate Part; you will repay the loans by making monthly payments. As you repay the balance, we will again make the credit available to you, during the Draw Period. At the end of the Draw Period, you must repay any outstanding balance in the Variable Rate Part during the Repayment Period. We will charge a Finance Charge on the outstanding principal balance on the Variable Rate Part at rates that may change from time to time. Each new rate will apply to the outstanding balance in your Variable Rate Part and all new borrowings until the rate changes again.

During the Draw Period, you may transfer all or a portion of the principal balance from the Variable Rate Part to a Fixed Rate Part. We will charge a Finance Charge, called a Transfer Fee, each time you make a transfer. We will charge you a Finance Charge on the outstanding principal balance on a Fixed Rate Part. Changes in the interest rate will affect transfers to a new Fixed Rate Part, but will not affect the interest rate on a Fixed Rate Part once it is established. You may not transfer additional balances in an existing Fixed Rate Part. There is no limit on the number of Fixed Rate Parts you may establish during the Draw Period; you may have no more than two Fixed Rate P&I Parts open in any Billing Cycle and you may have no more than one Fixed Rate IO Part open in any Billing Cycle.

You may not make a new loan that would cause the total of the principal balances of the Variable Rate Part and all Fixed Rate Parts plus Choice Access Card transactions that have been authorized but not posted to the Account to exceed the Maximum Credit Limit. You may not make a new loan or make a transfer to a Fixed Rate Part during any period of Suspension or after Termination.

If more than one name is listed in the "Name of Borrower(s)" paragraph above, each individual named has authority to write checks, use the Card, or obtain funds from this Account by any other means as we may, from time to time, permit without the signature or endorsement of any other Borrower. Each Borrower has the right to establish a Fixed Rate Part without the signature of any other Borrower.

3. **Draw and Repayment Periods; Term of a Fixed Rate Part.** Your Account will consist of two periods, a Draw Period and a Repayment Period. You are permitted to make new loans and establish new Fixed Rate Parts, from time to time, only during the Draw Period. The Draw Period will end on the last day of the Billing Cycle in which: (a) if you choose the Principal and Interest Payment Option for the Variable Rate Part, the tenth anniversary of the opening of the Account occurs; or (b) if you choose the Interest Only Payment Option for the Variable Rate Part, the seventh anniversary of the opening of the Account occurs.

The length of the Repayment Period on the Variable Rate Part will be 30 years. Depending on (a) the principal balance in the Variable Rate Part (i) at the end of the first Billing Cycle in the Repayment Period, (ii) at the end of a Billing Cycle in the Repayment Period in which a Choice Access Card transaction is posted, or (iii) at the end of a Billing Cycle in the Repayment Period in which a balance is transferred from a Fixed IO Part to the Variable Rate Part, and (b) on the Annual Percentage Rate(s) which apply, your Minimum Payments may repay the Variable Rate Part in less than 30 years. The term of a Fixed Rate P&I Part will be not less than five years and not more than thirty years, as selected by you. The term of a Fixed Rate IO Part will be five years.

4. **Automatic Payment Plan Discount.** The Automatic Payment Plan Discount will not apply if your participation in the Automatic Payment Plan discontinues for any reason, including: (a) if you choose to terminate participation; (b) the checking account identified above is closed; or (c) if there are not sufficient funds in the account to make the full monthly payment on any three payment due dates.

5. **Loans.** Subject to the conditions stated in the paragraph called "Our agreement to make loans," below, during the Draw Period, you can obtain loans on this Account in any of the following ways, and in any other way that we may later permit:

(a) **Checks.** You may write a check on this Account in an amount not less than \$100. You must use one of the special checks that we will give you for this purpose. Checks must be dated, drawn and given to the payee during the Draw Period and received by us during the Draw Period or within five business days after the end of the Draw Period.

(b) **Choice Access Cards.** By signing this Agreement, each Borrower requests Lender to provide each Borrower with a Card.

(i) Each Borrower agrees to sign the Card on the back, at the place for Borrower's signature, and to follow the instructions provided with the Card to activate the Card. If you do not sign and activate the Card, you may not be able to use it. You may not be able to use the Card after the expiration date stated on the Card.

(ii) You may use the Card to obtain goods or services from merchants who accept the Card. You may use the Card to obtain cash advances from the Lender and from other persons who accept the Card for this purpose. You may use the Card to pay bills to other persons who accept the Card for this purpose. You may use the Card at any ATM or other electronic or automated cash dispensing device.

(iii) When you initiate a Card transaction, the merchant may request us to authorize the transaction using the Card authorization network. If we receive a request to authorize the transaction, we will tell the merchant whether or not we will make a loan on the Account and pay the merchant the amount of the transaction, subject to certain conditions. You agree that we can respond to any merchant who requests an authorization.

(iv) We will not pay any Card transaction after you have reported the Card lost or stolen; we may not pay any Card transaction that is not made by a Borrower or which we reasonably suspect is not made by a Borrower.

(v) If you make a Card transaction in a currency other than U.S. dollars, the company that processes the transaction will convert the amount of the transaction to U.S. dollars and we will charge your Account for the converted amount. The currency exchange will be done by a method and at a rate determined by the company that processes the transaction.

(vi) If you withdraw cash from an ATM operated by us, we will not charge you a fee for the ATM transaction, other than the fees disclosed in this Agreement. If you withdraw cash from an ATM which is operated by someone other than us, you may be charged a fee by the operator of the ATM.

(vii) The following limitations apply to Card transactions:

(A) You may not use the Card as a debit card, using a personal identification number (PIN), to obtain goods or services from a merchant or for any other transaction with a merchant that requires a PIN.

(B) You may not withdraw more than \$500.00 per day using one or more ATMs.

(C) You may not withdraw cash more than 5 times per day from one or more ATMs.

(D) Card transactions may be made only during the Draw Period and before the expiration date stated on the Card, and authorized by us using the Card authorization network during the Draw Period.

We are not obligated to make a loan to you to pay a transaction in violation of one of these limitations.

(c) **Overdraft Protection.** If you have elected Overdraft Protection in connection with this Account, we will make a deposit to the Checking Account identified above whenever, during the Draw Period, a transaction on that Checking Account would cause it to be overdrawn. The amount which we will deposit will be the amount by which the Checking Account would be overdrawn, rounded up to the next whole \$1.00. However, the amount which we will deposit will never be less than \$50.00.

(d) **Our agreement to make loans.** We agree to make loans to you on this Account by paying checks you write on this Account, by paying merchants on your behalf for Card transactions, by processing ATM transactions and by making deposits to your Checking Account as described above, if the Overdraft Protection feature is applicable to your Account. However, we are not obligated to make a loan to you on this Account if the loan would cause the total of the principal balances on all parts of this Account plus Choice Access Card transactions which have been authorized, but not posted to the Account, to exceed the Maximum Credit Limit. We are not obligated to make a loan to you on this Account for any check, Card transaction or Overdraft made by you or received by us after this Account is Terminated or during any period when further extensions of credit are prohibited or Suspended, as provided for in this Agreement. If we make a loan to you on a transaction you initiate, but we are not obligated to make, it is nevertheless a loan on this Account.

(e) **Transfers to Fixed Rate Parts.** Subject to the limitations on Transfers stated in the paragraph called "Establishing a New Fixed Rate Part," we agree to transfer balances from the Variable Rate Part to a Fixed Rate Part during the Draw Period, if requested by you in the manner required by this Agreement.

(f) **Right to Make Loans and Transfers.** Only Borrowers who sign this Agreement have the right to make loans and Transfers on this Account; an owner of the Mortgaged Premises who is not a Borrower does not have the right to make loans or Transfers.

6. **Establishing a New Fixed Rate Part.** During the Draw Period, you may transfer all or a portion of the principal balance in the Variable Rate Part to a new Fixed Rate Part.

(a) **Request for a Transfer.** You may request a transfer to a Fixed Rate Part by completing and signing a Balance Transfer Request form, provided by us. Any one Borrower may sign the form. You must specify in the Balance Transfer Request whether the transfer will be to a Fixed Rate P&I Part or a Fixed Rate IO Part. Upon receiving the properly completed form, we will comply with your request or respond to you within a reasonable time, which may not be that same banking day.

(b) **Transfer Fee.** You agree to pay a Transfer Fee, in the amount disclosed on page one, each time you make a transfer to a Fixed Rate Part. The Transfer Fee is a **FINANCE CHARGE**.

(c) **Term of a Fixed Rate Part.**

(i) The term of all Fixed Rate IO Parts will be five years.

## Choice Home Equity Line of Credit

Borrower:  
CAROL A SILVIUSLender:  
PNC Bank, National AssociationDate of this Agreement:  
09/06/2013

## Agreement and Disclosure Statement—continued

(u) On the last day of the Billing Cycle in which the end of the term of a Fixed Rate IO Part occurs, the principal balance will be transferred back to the Variable Rate Part.

(v) When you request a transfer to a Fixed Rate P&I Part, you must specify on the Balance Transfer Request form the length of the repayment term of the Fixed Rate P&I Part. The term may not be less than 60 months and not more than 360 months.

(vi) The first payment on the Fixed Rate Part will be due approximately 25 days after the last day of the Billing Cycle in which the transfer is made.

## (d) Payment Amount.

(i) The current payments each Billing Cycle for the Fixed Rate IO Parts will be the Finance Charge which accrued on the Fixed Rate IO Part during the Billing Cycle.

(ii) The scheduled payments for a Fixed Rate P&I Part will be calculated so that equal payments will pay the Fixed Rate P&I Part in full by the end of the term of the Fixed Rate P&I Part, if all payments are made on or before the Payment Due Date.

## (e) Limitations on Transfers.

(i) Transfers to a Fixed Rate Part must be in amounts not less than \$5,000.00 each.

(ii) You may not transfer balances from a Fixed Rate Part to the Variable Rate Part or to another Fixed Rate Part.

(iii) You may not transfer any additional balance to a Fixed Rate Part after it has been established by the initial transfer.

(iv) Transfers may be made only during the Draw Period, and only during periods when the Account has not been Terminated or Suspended.

(v) You may not make a transfer to a Fixed Rate P&I Part during any Billing Cycle in which there was a balance on more than one Fixed Rate P&I Part during that Billing Cycle.

(vi) You may not make a transfer to a Fixed Rate IO Part during any Billing Cycle in which there was a balance on a Fixed Rate IO Part during that Billing Cycle.

## 7. Security Interest.

(a) You and any other owners of the Mortgaged Premises have executed a Mortgage to secure the payment of all money due under this Agreement, including future advances. The rights and duties of you and any other owners and of us are set forth in this Agreement and in the Mortgage. We waive our security in the Mortgaged Premises as to any extension of credit to the extent that it would cause the outstanding principal balance to exceed the Maximum Credit Limit.

(b) You also give us a security interest in the proceeds and returned premiums of any credit life insurance which you may obtain in connection with this Account and of property and, if applicable, flood insurance covering the Mortgaged Premises.

(c) Collateral securing other obligations to us may also secure this Account. We waive the right to claim a security interest to secure your promises made in this Agreement in any motor vehicle titled in Washington, D.C.

8. Finance Charge due to the application of the Periodic Rate ("interest"). At all times that this Account is in effect, including the Draw Period and the Repayment Period and any period after Termination in which there remains an outstanding balance on this Account, interest will be calculated as of the last day in the Billing Cycle in the following way:

(a) When the Interest Begins. Interest begins to accrue on the day each loan and each transfer is posted to this Account. There is no time during which credit is extended that you do not incur interest.

(b) How We Determine the Balance on Which Interest is Computed. For each part of the Account, we compute interest on the "Average Daily Balance" (including current transactions) on that part during the Billing Cycle. To get the Average Daily Balance for each part, we take the beginning balance on that part each day and add any new loans or transfers posted to that part that day; we subtract any payments and credits posted to that part that day; and we then subtract any Late Charges, fees, credit insurance premiums and unpaid Finance Charges included in the balance for that part. This gives us the "Daily Balance" for the part. Then, we add up all of the Daily Balances for that part for the Billing Cycle and divide by the total number of days in the Billing Cycle. The result is the Average Daily Balance for that part. We do this to get an Average Daily Balance for each part, separately.

(c) How We Compute Interest. For each part, we will compute interest for the Billing Cycle by multiplying the Average Daily Balance for that part for the Billing Cycle by the number of days in the Billing Cycle; and then multiplying the product by the Daily Periodic Rate in effect during that Billing Cycle for that part. The result is the interest for that part for that Billing Cycle. We add the interest from each part for that Billing Cycle to get the interest for the Account for that Billing Cycle.

(d) Daily Periodic Rate and Annual Percentage Rate. The interest for each part will be computed using the initial Daily Periodic Rate for that part disclosed on page one. This corresponds to the initial ANNUAL PERCENTAGE RATE for that part also disclosed on page one. These rates are subject to change each Billing Cycle as described below.

(e) The Corresponding Annual Percentage Rate includes only interest and no other charges.

(f) How We Determine the Rate on the Variable Rate Part. The Daily Periodic Rate and Corresponding Annual Percentage Rate applicable to the Variable Rate Part may increase or decrease as of the first day of each Billing Cycle. These changes may be the result of a change in the "Index" or a change in your eligibility for an Automatic Payment Plan Discount or an Employee Benefit.

(i) Variable Rate Part Index. During Billing Cycles when you have a Regular Account, the Variable Rate Part Index will be the Latest Prime Rate for the U.S., published in *The Wall Street Journal* ("Latest U.S. Prime Rate") on the last day on which the Latest U.S. Prime Rate is published in the calendar month preceding the first day of the Billing Cycle. During Billing Cycles when you are eligible for an Employee Account, the Variable Rate Part Index will be the Latest Prime Rate for the U.S. on the last day on which the Latest U.S. Prime Rate is published in the calendar

month preceding the first day of the Billing Cycle multiplied by the Employee Benefit stated on page one. If more than one Latest Prime Rate is reported on that day, the highest rate will be used. The Variable Rate Part Index is not necessarily the lowest rate charged by us on our loans.

(ii) Variable Rate Part Margin. During Billing Cycles when you have a Regular Account, the Variable Rate Part Margin will be equal to the Variable Rate Part Base Margin stated on page one. During Billing Cycles when you are eligible for an Employee Account, the Variable Rate Part Margin will be equal to the Variable Rate Part Base Margin multiplied by the Employee Benefit stated on page one. If you are eligible for the Automatic Payment Plan Discount during the Billing Cycle, the Variable Rate Margin will be reduced by the amount of the Automatic Payment Plan Discount.

(iii) Calculation of the Variable Rate Part Corresponding Annual Percentage Rate. The Variable Rate Part Corresponding Annual Percentage Rate for any Billing Cycle will be the sum of the Variable Rate Part Index plus the Variable Rate Part Margin. *Provided, however:* (A) that the Variable Rate Part Corresponding ANNUAL PERCENTAGE RATE will never be more than 24% and will never be less than 2.25%; and (B) that during any Billing Cycle when you are eligible for an Employee Benefit, the Variable Rate Part Corresponding ANNUAL PERCENTAGE RATE will never be more than 24% multiplied by the Employee Benefit and will never be less than 2.25%.

(iv) Calculation of the Variable Rate Part Daily Periodic Rate. The Variable Rate Part Daily Periodic Rate to be used in each Billing Cycle will be determined on the first day of the Billing Cycle by dividing the applicable Variable Rate Part Corresponding Annual Percentage Rate by 365 (or 366 in a leap year).

(g) How We Determine the Rate on the Fixed Rate Part. The Fixed Rate Part Daily Periodic Rate and Fixed Rate Part Corresponding Annual Percentage Rate applicable to a new Fixed Rate Part may increase or decrease as of the first day of the Billing Cycle in which the Fixed Rate Part is established. The Daily Periodic Rate and Corresponding Annual Percentage Rate applicable to a Fixed Rate Part will not thereafter change during the term of the Fixed Rate Part.

(i) Fixed Rate Part Index. During Billing Cycles when you have a Regular Account, the Fixed Rate Part Index will be the Latest Fannie Mae posted yield on 30-year mortgage commitments, delivery within 30 days, for standard conventional mortgages, published in the "Money Rates" section of *The Wall Street Journal* on the last day on which that rate is published in the calendar month preceding the first day of the Billing Cycle. During Billing Cycles when you are eligible for the Employee Account, the Fixed Rate Part Index will be the Latest Fannie Mae posted yield on 30-year mortgage commitments, delivery within 30 days, for standard conventional mortgages, published in the "Money Rates" section of *The Wall Street Journal* on the last day on which that rate is published in the calendar month preceding the first day of the Billing Cycle multiplied by the Employee Benefit stated on page one. The Fixed Rate Part Index is not necessarily the lowest rate charged by us on our loans.

## (ii) Fixed Rate P&amp;I Part.

(A) Fixed Rate P&I Part Margin. During Billing Cycles when you have a Regular Account, the Fixed Rate P&I Part Margin will be equal to the Fixed Rate P&I Part Base Margin stated on page one. During Billing Cycles when you are eligible for an Employee Account, the Fixed Rate P&I Part Margin will be equal to the Fixed Rate P&I Part Base Margin multiplied by the Employee Benefit stated on page one. If you are eligible for the Automatic Payment Plan Discount during the Billing Cycle, the Fixed Rate P&I Part Margin will be reduced by the amount of the Automatic Payment Plan Discount.

(B) Calculation of the Fixed Rate P&I Part Corresponding Annual Percentage Rate. The Fixed Rate P&I Part Corresponding Annual Percentage Rate for any Billing Cycle will be the sum of the Fixed Rate Part Index plus the Fixed Rate P&I Part Margin. *Provided, however:* (1) that the Fixed Rate P&I Part Corresponding ANNUAL PERCENTAGE RATE will never be more than 24% and will never be less than 2.25%; and (2) that during any Billing Cycle when you are eligible for an Employee Benefit, the Fixed Rate P&I Part Corresponding ANNUAL PERCENTAGE RATE will never be more than 24% multiplied by the Employee Benefit and will never be less than 2.25%.

(C) Calculation of the Fixed Rate P&I Part Daily Periodic Rate. The Fixed Rate P&I Part Daily Periodic Rate to be used in each Billing Cycle will be determined on the first day of the Billing Cycle by dividing the applicable Fixed Rate P&I Part Corresponding Annual Percentage Rate by 365 (or 366 in a leap year).

## (iii) Fixed Rate IO Part.

(A) Fixed Rate IO Part Margin. During Billing Cycles when you have a Regular Account, the Fixed Rate IO Part Margin will be equal to the Fixed Rate IO Part Base Margin stated on page one. During Billing Cycles when you are eligible for an Employee Account, the Fixed Rate IO Part Margin will be equal to the Fixed Rate IO Part Base Margin multiplied by the Employee Benefit stated on page one. If you are eligible for the Automatic Payment Plan Discount during the Billing Cycle, the Fixed Rate IO Part Margin will be reduced by the amount of the Automatic Payment Plan Discount.

(B) Calculation of the Fixed Rate IO Part Corresponding Annual Percentage Rate. The Fixed Rate IO Part Corresponding Annual Percentage Rate for any Billing Cycle will be the sum of the Fixed Rate Part Index plus the Fixed Rate IO Part Margin. *Provided, however:* (1) that the Fixed Rate IO Part Corresponding ANNUAL PERCENTAGE RATE will never be more than 24% and will never be less than 2.25%; and (2) that during any Billing Cycle when you are eligible for an Employee Benefit, the Fixed Rate IO Part Corresponding ANNUAL PERCENTAGE RATE will never be more than 24% multiplied by the Employee Benefit and will never be less than 2.25%.

## Choice Home Equity Line of Credit

**Borrower:**  
CAROL A SILVIUS

**Lender:**  
PNC Bank, National Association

**Date of this Agreement:**  
09/06/2013

## Agreement and Disclosure Statement—continued

(C) **Calculation of the Fixed Rate IO Part Daily Periodic Rate.** The Fixed Rate IO Part Daily Periodic Rate to be used in each Billing Cycle will be determined on the first day of the Billing Cycle by dividing the applicable Fixed Rate IO Part Corresponding Annual Percentage Rate by 365 (or 366 in a leap year).

(d) If you Close this Account before the end of the Repayment Period, we may calculate the accrued interest up to the date that you Close this Account; we may require you to pay the accrued interest for the partial Billing Cycle along with the other amounts due before we Satisfy the Mortgage of Record.

**9. Other FINANCE CHARGES.** We will charge you the Other FINANCE CHARGES listed on page one.

(a) **Transfer Fee.** We will charge you a Transfer Fee of the amount disclosed on page one each time you transfer a balance to a Fixed Rate Part. The Transfer Fee is a FINANCE CHARGE applicable to the Variable Rate Part.

(b) **FINANCE CHARGES** required to open the Account. If Finance Charges required to open the Account are listed on page one, they must be paid before this Account is opened and may not be paid using loans from this Account.

**10. Other Charges.** Other Charges will be assessed to the Variable Rate Part.

(a) **Closing Costs.** If applicable, we will charge you closing costs of the type and in the amount set forth in the "Closing Costs" paragraph on page one.

(b) **Late Charges.** We will charge you a Late Charge equal to the greater of \$40.00 or ten percent (10%) of the payment for each month any Minimum Payment is not made within 15 days of its due date. No Late Charge will be due if the reason the payment is late is either:

- (i) attributable to a Late Charge assessed on an earlier payment; or
- (ii) because, after default by you, the entire balance on this Account is due.

(c) **Annual Fee.** If applicable, we will charge you an Annual Fee in an amount and beginning at the time set forth on page one and continuing each year thereafter during the Draw Period on this Account.

(d) **Return Credit Line Check and Overlimit Fee.** We will charge you a fee of \$30.00 for each check written on this Account which is properly dishonored by us for any reason. We will charge you an Overlimit Fee of \$30.00 for each check written on this Account which is paid by us which causes your outstanding principal balance to exceed your Maximum Credit Limit and for any Choice Access Card transaction or other event which causes your outstanding principal balance to exceed your Maximum Credit Limit. We will not charge an Overlimit Fee if the balance would not have exceeded your Maximum Credit Limit but for a Card transaction which had been authorized but not yet posted to the Account.

(e) **Stop Payment Fee.** We will charge you a Stop Payment Fee of \$20.00 if you request us to stop payment on a check written on this Account. We cannot stop payment on a Choice Access Card transaction after it has been made by you.

(f) **Return Check Fee.** We will charge you a fee of \$30.00 if your payment on this Account is made with a check, draft, negotiable order of withdrawal, other similar instrument, or an electronic debit entry (for example, autopay) is returned to us unpaid for any reason.

(g) **Early Account Closure Fee.** We will charge you an Early Account Closure Fee of the amount disclosed on page one if you Close this Account within three years of the Date of this Agreement, which appears on the top of page one. If Lender imposes an Early Account Closure Fee as authorized by this section, Lender may require that you pay the Fee before Lender Satisfies the Mortgage of Record.

**11. Payment Due Date.** The Minimum Payment will be due each Billing Cycle on or before the Payment Due Date stated each month on the Billing Statement. Initially, this will be on or about the day of the month stated on page one, but is subject to change at the option of the Lender. If you have selected to have the payment automatically charged to your Checking Account, this will occur on or about the Payment Due Date each month.

**12. Minimum Payment Amount.** The Minimum Payment will be calculated on the last day of each Billing Cycle and will never be greater than the total of the new balances on each part of the Account. The Minimum Payment will be the total of the following amounts:

- (a) Any past due amounts.
- (b) The current payment due on the Variable Rate Part, which will never be greater than the new balance on the Variable Rate Part and will be:

(i) During the Draw Period.

(A) **Principal and Interest.** If you have chosen the Principal and Interest Payment Option for the Variable Rate Part, the current payment due will be the greater of: (i) the sum of the Finance Charge on the Variable Rate Part, credit insurance premium for the Account, if any, and Annual Fee, if applicable, and other fees, if applicable (but not including Late Charges), which have accrued during the Billing Cycle, plus 1/360 of the principal balance on the Variable Rate Part at the end of the Billing Cycle; or (ii) \$25.00.

(B) **Interest Only.** If you have chosen the Interest Only Payment Option for the Variable Rate Part, the current payment due will be the sum of the Finance Charge on the Variable Rate Part, credit insurance premium for the Account, if any, and Annual Fee, if applicable, and other fees, if applicable (but not including Late Charges), which have accrued during the Billing Cycle.

(ii) During the Repayment Period. Until the Variable Rate Part is paid in full, the current payment due will be the greater of:

(A) the sum of the Finance Charge for the Variable Rate Part and credit insurance premium for the Account, if any, and other fees, if applicable (but not including Late Charges), which have accrued during the Billing Cycle, plus the greatest of (i) 1/360 of the principal balance in the Variable Rate Part at the end of the first Billing Cycle in the Repayment Period; or (ii) if the balance of a Fixed Rate IO Part has been transferred to the Variable Rate Part during the Repayment Period, 1/12th of the principal balance in the Variable Rate Part at the end of the Billing Cycle in which the transfer was made, where x equals the number of months remaining in the Repayment Period as of the Billing Cycle in which the transfer was made; or (iii) if one

or more Card transactions are posted to the Account during the Repayment Period, 1/12th of the principal balance in the Variable Rate Part at the end of the last Billing Cycle in which a Card transaction was posted, where y equals the number of months remaining in the Repayment Period at the end of the last Billing Cycle in which a Card transaction was posted; or

(B) \$25.00.

(c) The total of the current payments due on any Fixed Rate Parts which (i) for each Fixed Rate IO Part will be the current payment for the Fixed Rate IO Part; and (ii) for each Fixed Rate P&I Part will be the lesser of the new balance on the Fixed Rate P&I Part or the scheduled payment on the Fixed Rate P&I Part. Except that, on the due date of the final scheduled payment of a Fixed Rate P&I Part, the total outstanding new balance of that Fixed Rate P&I Part will be due, including all unpaid principal and Finance Charges. See the section called "Establishing a New Fixed Rate Part" to find out how the amounts of those payments will be calculated.

**13. Payments.**

(a) **Payment Application.** We will use each payment made by you of an amount equal to or less than the Minimum Payment in any month first to pay the billed interest on all parts, in any order we choose; then to pay credit insurance premiums, if any; then to pay Late Charges, if any; then to pay any other fees and charges, in any order we choose; then to pay amounts incurred to protect the security of the Mortgage; then to pay billed principal, starting with the Fixed Rate Parts, in the order in which they were established, and then the Variable Rate Part; any remaining unpaid payment will be treated as a prepayment. If any principal in a part is not secured by the Mortgage, that amount shall be deemed paid before any other principal in that part that is secured by the Mortgage. For the purposes of determining your rights under the Special Rule for Choice Access Card Purchases mentioned in the Notice of Your Billing Rights, we will apply your payments as required by law, which may be different than the method described above.

(b) **Crediting of Payments.** A nonconforming payment, if accepted by us, will be credited to your Account not more than 5 days after the date we receive it, unless otherwise required by law. A nonconforming payment is a payment that is not made in accordance with the reasonable requirements stated on your monthly statement in the section called "Crediting of Payments."

(c) **Credit Available for New Loans.** In calculating the principal balance for the purpose of determining the amount of the Maximum Credit Limit that is available for new loans, we may delay crediting payments for a reasonable time for checks and other payment methods to be collected from the drawee (to clear).

**14. Prepayment.** If you pay an amount greater than the Minimum Payment which has been billed (the amount in excess of the Minimum Payment is called a "prepayment"), this will not affect the way we calculate the Minimum Payment in the next Billing Cycle. YOU MAY MAKE PREPAYMENTS IN ANY AMOUNTS AND MAY PAY THE ENTIRE BALANCE AT ANY TIME PROVIDED THAT YOU PAY AT LEAST THE MINIMUM PAYMENT EACH MONTH WHEN IT IS DUE. If you pay the balance in full and Close this Account, you may be required to pay an Early Account Closure Fee, as set forth in the "Other Charges" section of this Agreement. If you prepay in part, unless you and we agree in writing to apply the prepayment in a different order, we will apply any prepayment to repay the principal balance, starting with the Variable Rate Part, and then starting with the Fixed Rate Part with the highest interest rate; however, if the prepayment pays the principal balance in a Fixed Rate Part in full, we may apply any remaining prepayment to pay the unpaid interest in that Fixed Rate Part, before applying any of the prepayment to pay any other part. For the purposes of determining your rights under the Special Rule for Choice Access Card Purchases mentioned in the Notice of Your Billing Rights, we will apply any prepayments as required by law, which may be different than the method described above.

**15. Minimum Payment After Termination.** If this Account is Terminated during the Draw Period in accordance with the "Termination of Account Upon Default" paragraph, for the purposes of calculating the Minimum Payment, the Billing Cycle in which the Termination occurs shall be considered to be a Billing Cycle during the Draw Period and all subsequent cycles shall be considered to be cycles during the Repayment Period. If this Account is Terminated during the Repayment Period, the Billing Cycle in which the Termination occurs and all subsequent cycles shall be considered to be Billing Cycles during the Repayment Period. After Termination, the Minimum Payments shall be calculated in accordance with this paragraph and the paragraph called "Minimum Payment Amount," unless we exercise our rights under the "Acceleration of the Outstanding Balance."

**16. Insurance.**

(a) We require you to obtain and keep in force property insurance on the Mortgaged Premises and to provide evidence of insurance to us. To the extent permitted by applicable law, insurance must cover loss of or damage to the Mortgaged Premises and must be in such an amount as is sufficient to protect our interest. If flood insurance is required by federal law, you agree to obtain and keep in force insurance in the amount required by law. YOU MAY OBTAIN THESE INSURANCE COVERAGES FROM ANY PERSON OF YOUR CHOICE. Your choice is subject to our reasonable approval. All policies must name us as a loss payee/mortgagee in a form acceptable to us and provide for at least 10 days notice to us of reduction in coverage or cancellation.

(b) If you fail to keep in force property insurance and/or, if applicable, flood insurance and/or fail to provide evidence of such insurance to us, we may notify you that you should purchase the required insurance at your expense. If you fail to purchase the insurance within the time stated in the notice and/or fail to provide us with evidence of such insurance, we may purchase insurance to protect our interest, to the extent permitted by applicable law and charge you the cost of the premiums and any other amounts we incur in purchasing the insurance. THE INSURANCE WE PURCHASE WILL BE SIGNIFICANTLY MORE EXPENSIVE AND MAY PROVIDE YOU LESS COVERAGE THAN INSURANCE YOU COULD PURCHASE YOURSELF. At our option, we may treat these premiums and fees as an extension of credit from this Account on which interest will accrue or as amounts incurred to protect the security of the Mortgage. To the extent permitted by applicable law, Lender may receive reasonable compensation for obtaining the required insurance on Borrower's behalf. In certain states, the required insurance may be obtained through a licensed insurance agency affiliated with Lender. This agency will receive a fee for



## Choice Home Equity Line of Credit

**Borrower:**  
CAROL A SILVIUS

**Lender:**  
PNC Bank, National Association

**PNC BANK**  
**Date of this Agreement:**  
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## Agreement and Disclosure Statement—continued

providing the required insurance. In addition, an affiliate may be responsible for some or all of the underlying insurance risks and may receive compensation for assuming such risks. If additional information is required concerning insurance or our affiliate arrangements, please contact Centralized Customer Assistance, 6750 Miller Rd, Brecksville, OH 44114.

**17. Credit Insurance. CREDIT LIFE INSURANCE, IF AVAILABLE, IS NOT REQUIRED TO OBTAIN CREDIT, AND WILL NOT BE PROVIDED UNLESS YOU SIGN A SEPARATE REQUEST FOR INSURANCE AND AGREE TO PAY THE ADDITIONAL COST.** If you chose to purchase credit life insurance, the premium for the Account will be assessed to the Variable Rate Part.

**18. You Agree:**

- (a) Not to write checks for less than \$100.00, and not to request transfers for less than \$5,000.00.
- (b) To repay all amounts advanced hereunder together with interest, as provided in this Agreement. You also agree to pay any other amounts which become due hereunder. These include, as applicable, other Finance Charges which you will pay when you open this Account, Transfer Fees, any amounts you may owe because of an unauthorized use of your Choice Access Card and Early Account Closure Fee, if applicable, Other Charges, any amounts advanced to protect the security of the Mortgage or for insurance, and Costs of Collection.
- (c) To pay at least the Minimum Payment each month on or before the Payment Due Date.
- (d) To immediately pay any Late Charge assessed.
- (e) Not to make loans from this Account which will cause the principal balance in this Account at any time to exceed the Maximum Credit which we have now approved or may approve at any time in the future.
- (f) To immediately pay any portion of the principal balance in excess of the Maximum Credit.
- (g) To give us such personal financial statements as we may request from time to time.
- (h) Not to give us false information or signatures at any time or let anyone who is not a Borrower use the Account.
- (i) To perform all obligations under any mortgage or security agreement which has priority over the Mortgage and to pay all taxes, charges or assessments which might have priority over the Mortgage.
- (j) That you own the Mortgaged Premises and that they are unencumbered except for encumbrances of record as of the date of this Agreement.
- (k) That you will notify us immediately in writing if you change your residence or mailing address.
- (l) If the Mortgaged Premises are part of a condominium or a planned unit development, to comply with all by-laws, regulations or restrictions of record.
- (m) To keep the Mortgaged Premises insured as provided in this Agreement.
- (n) Not to transfer title to the Mortgaged Premises (except as provided by federal law).
- (o) To keep the Mortgaged Premises in good order and repair.
- (p) To permit our agents to inspect the Mortgaged Premises from time to time, after reasonable notice.
- (q) To make all payments by check, money order, or other legal instrument in U.S. Dollars, so that we receive it at the remittance address disclosed on the monthly statement. Any subsidiary or affiliate of ours may act as your agent in receiving payments on this account.
- (r) To give us a Mortgage on the Mortgaged Premises, which Mortgage is in the proper form so that it can be recorded in the office of the Recorder of Deeds or other appropriate office in the County where the Mortgaged Premises is located. You agree to fully cooperate with us to correct any clerical errors and, if we reasonably ask you, to sign a corrective mortgage or a new mortgage if the original is lost, destroyed, damaged, contains errors, or for any reason it cannot be recorded.
- (s) To notify us if your Card or special checks are lost or stolen, in accordance with the paragraph called "Lost and Stolen Choice Access Cards and Checks" or if you think someone has used your Card or Account without your permission. You agree to assist us in any way we may reasonably request to find out what has happened and with any investigation and prosecution concerning unauthorized charges to this Account, including answering questions verbally and in writing.
- (t) To return to us the Choice Access Card, the checks and any other devices we provided to you to obtain advances of credit, if your right to obtain further advances of credit has been Terminated, Suspended or are prohibited.

**ALL OF THE ABOVE PROMISES ARE MATERIAL OBLIGATIONS UNDER THIS AGREEMENT.****19. Lost and Stolen Choice Access Cards and Checks.**

(a) **Notify us immediately.** If your special checks for this Account are lost or stolen, or if you think someone is using your Account without your permission, notify us immediately, in writing to:

PNC Bank  
Centralized Customer Assistance (Team)  
MS # LOC-01-7106  
6750 Miller Rd  
Brecksville, OH 44141  
or call us at 1-888-762-2265

If your Card is lost or stolen, or if you think someone is using your Card without your permission, notify us immediately by calling us at 1-888-678-0002, or in writing to:

PFC  
8800 Tincum Blvd., 5th Floor  
Philadelphia, PA 19153.

(b) **Liability for unauthorized use.** You may be liable for unauthorized use of any Card provided to any Borrower, according to applicable law, but not for more than \$50.00. You will not be liable for any unauthorized use of a Card or this Account made after we have been notified of the loss or theft. You should follow the directions in the Notice of Your Billing Rights if you suspect an unauthorized use of a Card or your Account.

**20. Our Liability.** We have no responsibility for failure of any machine, merchant or other party to honor checks, a Choice Access Card or any other means which we may permit from time to time to be used to obtain a loan from this Account.

**21. Possible Actions Which May Be Taken By Lender.** Under the circumstances described below, Lender can: (1) Terminate the Account; (2) require you to pay the entire outstanding balance on the Account in one payment; (3) refuse to make additional extensions of credit; (4) reduce the Maximum Credit Limit; (5) refuse to allow you to establish any new Fixed Rate Parts; and/or (6) make specific changes that are set forth in this Agreement.

(a) **Termination of Account Upon Default.** You will be in default and this Account will Terminate, effective immediately, upon our mailing a Notice of Termination to you if:

- (i) You commit fraud or make a material misrepresentation in connection with this Account.
- (ii) You fail to meet any of the repayment terms of this Agreement.
- (iii) Any of your actions or your failure to act adversely affects our security for this Account, or any of our rights in such security; for example, and not by way of limitation, if you transfer title to the Mortgaged Premises, or the sole owner of the Mortgaged Premises who is obligated on this Account dies.

**(b) Acceleration of the Outstanding Balance.**

(i) Unless prohibited by law, if this Account is Terminated by default, we may, at our option, after any notice required by law and the expiration of any time required by law during which you may cure a default, declare due and payable the entire balance owing on this Account. If this happens, you will be required to pay the outstanding balance on this Account in one payment at that time. If you are in default under the previous paragraph titled "Termination of Account Upon Default" during the Repayment Period or during a time when this Account is already Terminated, we may after any notice required by law and the expiration of any time required by law during which you may cure a default, declare due and payable the entire balance owing on this Account. If we declare the entire balance due and payable, we can bring suit for the amounts due, foreclose the Mortgage, or take other action as permitted or provided by law to collect the balance owing.

(ii) If you are or become in the future an executive officer with respect to whom federal law requires that all credit granted by us be due and payable on demand, then, during such times as federal law so requires, all credit granted under this Account shall be due and payable on demand.

(c) **Suspension of Credit Privileges or Reduction of Maximum Credit.** If any of the conditions listed in this paragraph occurs, we may, by mailing a notice of our action, temporarily Suspend your ability to obtain loans from this Account or establish new Fixed Rate Parts and/or reduce the Maximum Credit applicable to this Account. If, under the conditions described in the notice, the circumstances upon which the prohibition of additional extensions of credit or the reduction of the Maximum Credit were based shall cease to exist, we shall again be obligated to permit extensions of credit on this Account and to restore the Maximum Credit. The obligation shall commence after we receive and investigate a written request from you accompanied by evidence satisfactory to us that the condition which gave rise to the prohibition no longer exists. Unless prohibited by law, you shall pay the expense of obtaining any documentation we require in connection with your request.

(i) The value of the Mortgaged Premises has declined significantly below its appraised value for the purposes of this Account.

(ii) We reasonably believe that you will be unable to fulfill the repayment obligations under this Agreement because of a material change in your financial circumstances.

(iii) You file or are placed in bankruptcy.

(iv) You are in default of any Material Obligation set forth in the paragraph called "You Agree."

(v) You do one of the things listed in subparagraph (a) of this paragraph, which could cause this Account to Terminate. We may later Terminate this Account at any time during which the reason for Termination continues to exist.

(vi) If the Mortgaged Premises is located in Virginia, the following applies: A judgment creditor gives us notice of the judgment in accordance with Va. Code Ann Section 55-58.24, which gives us a reasonable basis to conclude that our security with respect to the subsequent loans could be adversely affected.

(d) **Prohibition of Additional Extensions of Credit and Reduction of the Maximum Credit, Additional Circumstances.** We may also temporarily Suspend your ability to obtain loans from this Account or establish new Fixed Rate Parts and/or reduce your Maximum Credit if any of the conditions listed in this paragraph shall occur. We will give you notice of our action. If the circumstances later change so that the condition no longer exists, we shall again be obligated to allow extensions of credit, transfers to Fixed Rate Parts and to restore your Maximum Credit. We will give you notice that the credit is again available.

(i) The priority of our security interest is adversely affected by government action to the extent that the value of our security interest is less than 120% of your Maximum Credit.

(ii) We are notified by our regulatory agency that continued advances constitute an unsafe or unsound practice.

(iii) We are precluded by government action from imposing the Annual Percentage Rate provided in this Agreement.

(iv) The Latest U.S. Prime Rate published in *The Wall Street Journal* on the last day of any calendar month plus the Variable Rate Part Base Margin equals 24% or more.

(v) We may temporarily Suspend your ability to establish new Fixed Rate P&I Parts if the Fixed Rate Index applicable to Regular Accounts plus the Fixed Rate P&I Part Base Margin equals 24% or more.

(vi) We may temporarily Suspend your ability to establish new Fixed Rate IO Parts if the Fixed Rate Index applicable to Regular Accounts plus the Fixed Rate IO Part Base Margin equals 24% or more.

Choice Home Equity Line of Credit

Borrower:  
CAROL A SILVIUS

Lender:  
PNC Bank, National Association

Date of this Agreement:  
09/06/2013

Agreement and Disclosure Statement--continued

**22. Prohibition of Additional Extensions of Credit at Your Request.** Any of you may direct us to prohibit further extensions of credit on this Account. A notice by any one of you that you do not intend to be obligated for additional loans on this Account shall be considered a request to prohibit further extensions of credit on this Account by all of you. The prohibition shall become effective as soon as we can reasonably act to stop new loans from being made. A prohibition of further extensions of credit, under this paragraph, will also prohibit transfers to a Fixed Rate Part. All of you who are obligated on this Account must request in writing reinstatement of this Account for the request to be effective.

**23. Limitation of Indebtedness at Your Request.**

(a) This paragraph is not applicable if the Mortgaged Premises is located in Washington, D.C.

(b) If the Mortgaged Premises is located in Virginia, the following applies: If you require a modification under the mortgage, under Va. Code Ann Section 55-58.2.7, whereby the priority of the mortgage over subsequently recorded deeds of trust is adversely affected as to future loans, our obligations to make further loans from this Account or transfers to a Fixed Rate Part shall be terminated. You agree to send the notification request to us at Centralized Customer Assistance, 6750 Miller Rd, Brecksville, OH 44141.

(c) If the Mortgaged Premises is not located in Washington, D.C. or Virginia, the following applies: If you deliver to us a written notice requesting that the indebtedness on this Account be limited, our obligation to make further loans from this Account or transfers to a Fixed Rate Part shall be terminated or amended, as provided by applicable law in the state where the Mortgaged Premises is located. You agree to send the notice to us at Centralized Customer Assistance, 6750 Miller Rd, Brecksville, OH 44141.

**24. Costs of Collection.** If permitted by applicable law, if we file suit or take action to collect this Account or protect the collateral or our security interest in it, we shall charge you our cost and expenses to do so. If such action takes place in Ohio or Wisconsin, this shall not include attorney's fees. If such action takes place in Alabama, Georgia, New York, South Carolina or Virginia, this shall include reasonable attorney's fees of 15% of the debt after referral to an attorney who is not our salaried employee. If such action takes place in another state, this shall include reasonable attorney's fees after referral to an attorney who is not our salaried employee.

**25. Changes to Your Account.** We may make the following changes to this Account:

(a) We may change the Index and margin applicable to the Variable Rate Part and/or applicable to new Fixed Rate Parts, if the Index is no longer available. If we do so, we will choose an index with a historical movement substantially similar to the movement of the original Index and we will choose a new margin so that the new index and new margin will result in an Annual Percentage Rate substantially similar to the rate in effect at the time the original Index became unavailable.

(b) We may make any change to which the Borrower specifically agrees in writing.

(c) We may make a change that will unequivocally benefit you during the remaining term of this Account.

(d) We may make a change which is insignificant under applicable federal law.

(e) If you have elected to purchase credit insurance, we may pass on to you any increase in premiums for that insurance.

(f) We may make certain changes set forth in this Agreement, upon the happening of certain specified events. For example, if you are eligible for the Automatic Payment Plan Discount when you open your Account, and then cease to be eligible for the benefit, the Annual Percentage Rates on your Account may increase.

(g) If required by applicable law, we will mail you a written notice prior to the effective date of any change, in accordance with that law, of any changes made to this Account. Changes will apply to outstanding balances and new loans except as otherwise stated in the notice.

**26. Monthly Statements.** We will send you a monthly statement for each Billing Cycle in which:

(a) activity is posted to your Account; or  
(b) we impose a Finance Charge to your Account; or  
(c) if the billing address for your account is in Kentucky or Ohio, there is a debit or credit balance in your account; if the billing address for your account is in another state, there is a debit or credit balance of more than \$1.00 in your Account.

The statement will show advances made, the amount due, Finance Charge, payments made and the balance which you owe. Unless you notify us in writing of errors in the statement within 60 days from the date it is mailed, the statement shall be considered correct and accepted by you. We need not mail you a statement if we deem this Account uncollectible or if delinquency collection proceedings have been started by us. If there is more than one Borrower, each agrees that if the statement is sent to and accepted by any of you it shall be considered correct as to and accepted by all of you. If there is more than one Borrower, we will mail the statement to the first Borrower identified on page one.

**27. Checks on Your Account.** We shall retain all checks drawn on your Account and paid.

**28. Postdated and Stale Dated Checks.** Procedures and laws applicable to postdated, and stale dated checks in connection with transactions on regular checking Accounts shall apply to checks under this Agreement. You agree not to issue postdated checks.

**29. Stop Payment.** Procedures and laws applicable to stop payment of checks in connection with transactions on regular checking accounts shall apply to checks under this Agreement. Stop Payment orders are subject to the fee disclosed in the "Other Charges" section of this Agreement. You may place a stop payment order at any branch office, or by calling us or writing us at the following address: Centralized Customer Assistance, 6750 Miller Rd, Brecksville, OH 44141.

We cannot stop payment on a Choice Access Card transaction. If you have a dispute with a merchant concerning a Card transaction, see the paragraph called "Special Rule for Choice Access Card Purchases" which is part of the Notice of Your Billing Rights.

**30. Communications Concerning Disputed Debts.**  
ALL COMMUNICATIONS BY YOU TO US CONCERNING DISPUTED DEBTS, INCLUDING AN INSTRUMENT TENDERED AS FULL SATISFACTION OF THE ACCOUNT, SHOULD BE SENT TO CENTRALIZED CUSTOMER ASSISTANCE TEAM, P.O. BOX 1366, PITTSBURGH, PA 15230-1366.

**31. Notices.** We will send notices to you to your last known address in our files. Notices sent to that address will be effective for all purposes under this Agreement. We will send them by regular mail unless applicable law requires us to use certified or registered mail. Unless applicable law requires otherwise, a notice sent to any of you shall be considered sent to all of you, and a notice received by any one of you shall be considered received by all of you.

**32. Tax Deductibility.** You should consult a tax advisor regarding the deductibility of interest and charges for this Account.

**33. Periodic Credit Review.** At our option, we may obtain updated credit bureau reports and income verifications on you as is reasonably necessary to protect our interests. **YOU AUTHORIZE US TO OBTAIN CREDIT REPORTS ON YOU FROM TIME TO TIME AT OUR DISCRETION WHILE YOU HAVE A LINE OF CREDIT ACCOUNT OUTSTANDING WITH US.**

**34. Telephone Calls; Monitoring.** You agree that you and we have an established business relationship, and unless otherwise prohibited by law, we may contact you to offer products and services that we believe may be of interest to you. Such contacts are not unsolicited, and we may contact you by telephone and with an automated dialing and announcing device or by fax at any telephone number you have given to us, including the telephone number on your application, or by email or other form of electronic communication and we may monitor telephone calls with you to assure quality service. In addition, by signing this Agreement, you are confirming that you have expressly consented to receive calls to your cell phone, made by us and/or our affiliates and/or our or our affiliates' representatives, using a prerecorded or other voice message or an automatic dialing system.

**35. Remedies Cumulative.** If any circumstance exists which would permit us to temporarily prohibit further extensions of credit on this Account or reduce the credit limit or terminate this Account and accelerate the balance: (a) we may take such action at any time during which such circumstance continues to exist; and (b) our remedies under this Agreement shall be cumulative and not alternative.

**36. Delay in Enforcement.** We can delay in enforcing any of our rights under this Agreement without losing them. Any waiver by us of any provision of this Agreement will not be a waiver of the same or any other provision on any other occasion.

**37. Assignment.** You may not assign or otherwise transfer your rights and privileges under the Agreement, or delegate your obligations to repay amounts you owe us. Any attempt to assign or delegate will be void and of no effect. We may assign any and all of our rights under this Agreement at any time without your consent. A person(s) to whom we assign this Agreement shall be entitled to all of our rights under this Agreement. None of your rights or obligations shall be affected by such assignment.

**38. Severability.** If any provision of this Agreement is held to be invalid or unenforceable, such determination shall not affect the validity or enforceability of the remaining provisions of this Agreement.

**39. Waiver.** Borrower(s) waive all defenses based on suretyship and impairment of collateral or security. If the Mortgaged Premises is located in Virginia, Borrower(s) waive the benefit of any exemptions as to the Mortgaged Premises for this Account.

**40. Your Responsibilities.** If more than one of you has signed this Agreement, all of you are equally responsible, individually and together, to us for payment in full of this Account and performance of all obligations under this Agreement.

**41. State Disclosures.**

**Spousal Notices - Wisconsin Residents Only**

Residents of Wisconsin who are married agree and confirm by signing this Agreement that the obligation evidenced by this Agreement is incurred in the interest of Borrower's marriage or family.

**Documentary Tax Notice - Florida Real Estate Only**

Documentary stamp tax required by law has been paid in conjunction with the recording of the mortgage securing the debt evidenced by this Agreement.

**Reimbursement of Taxes**

[ ] If checked, the amendment to this Agreement in which Borrower has agreed to reimburse Lender for certain taxes, signed by Borrower in connection with this Agreement, is incorporated herein by reference.

**Notice for Illinois Residents**

Unless you provide us with evidence of the insurance coverage required by your agreement with us, we may purchase insurance at your expense to protect our interests in your collateral. This insurance may, but need not, protect your interests. The coverage that we purchase may not pay any claim that you make or any claim that is made against you in connection with the collateral. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained insurance as required by our agreement. If we purchase insurance for the collateral, you will be responsible for the cost of that insurance, including interest and any other charges we may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The cost of the insurance may be added to your total outstanding balance or obligation. The cost of the insurance may be more than the cost of insurance you may be able to obtain on your own.

**42. Governing Law and Construction.** This Agreement has been accepted by us in Delaware and all loans shall be extended by us to you in Delaware. Regardless of the state of your residence or the place to which you submitted an application, you agree that the provisions of this Agreement relating to interest, charges and fees shall be governed by and construed in accordance with federal law and, as made applicable by federal law, Delaware law. Unless preempted by federal law, other substantive terms and provisions shall be governed by and construed in accordance with the laws of Delaware; procedural matters relating to the enforcement of the obligations stated in this Agreement and matters relating to the granting, perfection and enforcement of the security interest securing this Agreement shall be governed by the laws of the state where enforcement, granting or perfection takes place.

Choice Home Equity Line of Credit

Borrower:  
CAROL A SILVIUS

Lender:  
PNC Bank, National Association

Date of this Agreement:  
09/06/2013

Agreement Index. This index is for convenience and reference. It shall not limit the meaning or scope of any paragraph or section. "BR" refers to the Billing Rights Notice on page 8. "H" refers to the Header at the top of page one. The numbers alone refer to paragraphs of this Agreement.

Acceleration of the outstanding balance	21	Draw Period	1, 3	Payment options	H, 12
Agreement	1	Early Account Closure Fee	H, 10	Payments	11, 12, 13
Annual fee	H, 10	Employee Account	H, 1	Periodic credit review	33
Annual Percentage Rate	H, 8	Finance Charges	H, 8, 9	Postdated checks	28
Assignment	37	Fixed Rate Parts	1, 6	Prepayment	14
Attorneys' fees	24	Flood insurance	16	Property insurance	16
Automatic Payment Plan	H, 1, 4	General description of account	2	Questions about your bill	BR
Average Daily Balance	8	Governing Law	42	Reduction of Maximum Credit Limit	21, 22, 23
Base Margin	H	Index	8	Regular Account	H, 1
Billing cycle	1	Insurance	16, 17	Remedies	35
Billing errors	BR	Late charges	10	Repayment Period	1, 3
Billing statement	26	Legal fees	24	Return Check Fee	10
Borrower's responsibilities	18, 40	Lender	H, 1	Return Credit Line Check Fee	10
Borrower's right to suspend credit	22, 23	Lender's liability	20	Satisfy the Mortgage	1, 10
Card	1, 5	Loans	5	Security interest	7
Changes in the account	25	Lost Card or Check	19	Severability	38
Checks	5, 27, 28	Margin	H, 8	Stated checks	28
Choice Access Card	1, 5	Material obligations of Borrower	18	State Disclosures	41
Close this Account	1, 10	Maximum Credit Limit	H, 1	Stolen Card or Checks	19
Closing costs	H, 10	Minimum Payment	12, 15	Stop Payment	29
Collateral	7	Monthly statements	26	Stop Payment Fee	H, 10
Collection expenses	24	Mortgage	1, 7	Suspension of credit privileges	1, 21, 22, 23
Court costs	24	Mortgaged Property	1, 7	Tax deductibility	32
Credit Available	H, 1, 5, 13	Notices	30, 31	Telephone calls	34
Credit insurance	17	Other Charges	10	Term of a Fixed Rate Part	3, 6
Credit reports	33	Other Finance Charges	9	Termination of account	1, 15, 21
Crediting of Payments	13	Our Agreement to Make Loans	5	Transfer Fee	H, 6, 9
Daily Balance	8	Overdraft Protection	H, 5	Transfer to Fixed Rate Part	5, 6
Daily Periodic Rate	H, 8	Overlimit fee	10	Unauthorized Use	19
Default	21	Paid in full checks	30	Variable Rate	8
Definitions	1	Parts of the Account	1	Variable Rate Part	1
Delay in enforcement	36	Payment application	13, 14	Waiver	36, 39
Disputed debts	BR, 30	Payment Due Date	H, 1, 11	Writing checks	2, 5

EACH OF YOU ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS AGREEMENT AND BY SIGNING THIS AGREEMENT INDICATES YOUR INTENTION TO BE LEGALLY BOUND BY THIS AGREEMENT, INCLUDING THE PARAGRAPHS ON ALL PAGES OF THIS AGREEMENT.

Carol A Silvius 09/06/13  
Borrower's Signature CAROL A SILVIUS Date

\_\_\_\_\_  
Borrower's Signature Date

Choice Home Equity Line of Credit

**Borrower:**  
CAROL A SILVIUS

**Lender:**  
PNC Bank, National Association

**Date of this Agreement:**  
09/06/2013

**Your Billing Rights - Keep This Notice for Future Use.**

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

*Notify Us In Case of Errors or Questions About Your Bill*

If you think your bill is wrong, or if you need more information about a check transaction on your bill, write us on a separate sheet of paper at:

Centralized Customer Assistance Team, P.O. Box 1366, Pittsburgh, PA 15230-1366 as soon as possible.

If your question is about a Choice Access Card transaction, write us on a separate sheet of paper at:

PFPC, 8800 Timcum Blvd., 5th Floor, Philadelphia, PA 19153 as soon as possible.

Write us as soon as possible. We must hear from you no later than 60 days after we send you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information describe the item you are unsure about.

If you have authorized us to pay your Account automatically from your checking account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us within three business days before the automatic payment is scheduled to occur.

*Your Rights and Our Responsibilities After We Receive Your Written Notice*

We must acknowledge your letter within 30 days, unless we have corrected the error by then.

Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your maximum credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report to that you have a question about your bill. And, we must tell you the name of anyone we report to. We must tell anyone we report to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50.00 of the questioned amount, even if your bill was correct.

*Special Rule for Choice Access Card Purchases*

If you have a problem with the quality of goods or services that you purchased with a Choice Access Card and you have tried in good faith to correct the problem with the merchant, you may not have to pay the remaining amount due on the goods or services.

There are two limitations on this right:

- (a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address, and
- (b) The purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

## **Exhibit B**

201309190159947  
Pgs: 6 \$60.00 720130005009  
09/19/2013 10:38AM MEPPNC BANK N  
Terry J. Brown  
Franklin County Recorder

## Ohio Open-End Mortgage

OLNACS A



(This Mortgage Secures Obligatory Future Advances Under a Revolving Credit Line)

THIS MORTGAGE is made on **09/06/2013**.

The Mortgagor(s) is(are) **CAROL A SILVIUS**.

*single*

If there is more than one, the word "Mortgagor" refers to each and all of them.

The Mortgagee is **PNC Bank, National Association**.

**7221 EAST MAIN STREET**

**REYNOLDSBURG OH 43068**

The word "Borrower" means **CAROL A SILVIUS**.

If there is more than one, the word "Borrower" refers to each and all of them.

Mortgagee has granted to Borrower a home equity variable rate line of credit ("Account"), providing for a Maximum Credit Limit (that is, a maximum amount of indebtedness) of **Fifty Thousand Dollars And Zero Cents**

(U.S. \$ **50,000.00** ), under the terms of Borrower's written agreement (referred to herein as the "Agreement"), dated **09/06/2013**

Mortgagee is obligated, under terms set forth in the Agreement, to make future advances from the Account. The lien of this Mortgage with respect to all future advances shall relate back to the date of recording of this Mortgage, and the repayment at any time, or from time to time, of any or all sums outstanding shall not extinguish the Account or the security of this Mortgage, so long as the Account has not been terminated. Mortgagee is not obligated to make advances which would cause the principal balance outstanding to exceed the Maximum Credit Limit and is not obligated to make advances after the Account is terminated or during any period when further extensions of credit are prohibited or suspended as provided in the Agreement. By the Agreement, Borrower has agreed to repay the advances in monthly installments with interest. The terms of the Agreement allow for changes in the interest rate and the monthly payment. Borrower may transfer all or a portion of the principal balance to a fixed rate part, to be paid over a term in equal installments. The interest rate on new fixed rate parts will change based on a formula, but the rate on a fixed rate part will not change after it is established.

This Mortgage secures to Mortgagee: (a) the repayment of the debt evidenced by the Agreement, as amended, supplemented or modified from time to time, with interest and other charges as provided therein; (b) the payment of all other sums, with interest thereon, advanced hereunder for the payment of taxes, assessments, maintenance charges,

insurance premiums and costs incurred to protect the security of this Mortgage; (c) the payment of all of Mortgagee's costs of collection, including costs of suit and, if permitted by law, reasonable attorneys' fees and expenses, if suit is filed or other action is taken to collect the sums owing or to protect the security of this Mortgage; (d) the payment of any refinancing, substitution, extension, modification, and/or renewal of any of the indebtedness and other amounts mentioned in subparagraphs (a), (b) or (c) of this paragraph; (e) the performance of Mortgagor's and/or Borrower's covenants and agreements under this Mortgage and the Agreement; and (f) the repayment of the debt evidenced by any agreement which was replaced by the Agreement, to the extent that such debt is owed to Mortgagee and has not been paid. For this purpose, Mortgagor does hereby mortgage, grant and convey to Mortgagee the following described property, together with the rents, issues and profits thereof, all improvements now or hereafter erected, and all easements, rights and appurtenances thereon, located at and known as:

**4221 ELLERY DR  
COLUMBUS**

**OH 43227-3648 FRANKLIN**

<b>Recording Date</b>	<b>10/10/1996</b>
<b>Deed Book Number</b>	<b>33320C06</b>
<b>Tax Parcel Number</b>	<b>010-121515</b>
<b>Page Number</b>	<b>N/A</b>

**Lot and Block Number** N/A N/A

The word "Property" herein shall mean all of the foregoing mortgaged property.

To have and to hold the Property unto the Mortgagee, its successors and assigns, forever. Provided, however, that this Mortgage is given upon statutory condition as modified and described in the next paragraph.

**Statutory Condition.** "Statutory Condition" is defined in section 5302.14 of the Revised Code and provides generally that if the Mortgagor pays the principal and interest secured by this Mortgage, performs the other obligations secured hereby and the conditions of any prior mortgage, pays all the taxes and assessments, maintains insurance against fire and other hazards, and does not commit or suffer waste, then this Mortgage shall be void. The Statutory Condition in this Mortgage is specifically amended, however, because this is an open-end mortgage, and the Mortgage shall not be void until both the Statutory Condition is met and the Account, repayment of which is secured by this Mortgage, is terminated as provided in the Agreement.

**Warranty of Title.** Mortgagor warrants and represents to Mortgagee that: (a) Mortgagor is the sole owner of the Property, and has the right to mortgage and convey the Property; (b) the Property is unencumbered except for encumbrances now recorded and nondelinquent real estate taxes and assessments; and (c) Mortgagor will defend the title to the Property against all claims and demands except encumbrances now recorded.

**Default.** Mortgagor will be in default under this Mortgage upon a default under the terms of the Agreement.

**Mortgagee's Remedies.** Unless prohibited by law, if Mortgagor is in default under this Mortgage, Mortgagee may, at its option, after notice required by law, declare due and payable the entire unpaid balance on the sums which are secured by this Mortgage and owing under the Agreement. If Mortgagee so declares such entire balance due and payable, Mortgagee may take possession of the Property, collect any and all rents, apply said rents to the indebtedness secured by this Mortgage, foreclose the Mortgage, apply for the appointment of a receiver, or take other action upon the Mortgage as permitted or provided by law to collect the balance owing.

**Priority of Mortgage Lien.** Mortgagee is authorized to do all things permitted or sanctioned by Ohio Revised Code Section 1311.14, as now existing or as hereafter amended.

**Remedies Cumulative.** If any circumstance exists which would permit Mortgagee to accelerate the balance, Mortgagee may take such action at any time during which such circumstance continues to exist. Mortgagee's remedies under this Mortgage shall be cumulative and not alternative.

**Benefit and Burden.** The promises, agreements and rights in this Mortgage shall be binding upon and benefit anyone to whom the Property or this Mortgage is transferred. If more than one Mortgagor signs this Mortgage, each and all of them are bound individually and together.

**Delay in Enforcement.** Mortgagee can delay in enforcing any of its rights under this Mortgage or the Agreement without losing that right. Any waiver by Mortgagee of any provision of this Mortgage or the Agreement will not be a waiver of the same or any other provision on any other occasion.

**Release of Rights of Dower.** If any Mortgagor is the spouse of a Mortgagor but is not an owner of the Property, that Mortgagor/spouse is signing this Mortgage only for the purpose of releasing such spouse's rights of dower in the Property and agrees that the Mortgagee may extend, modify, forbear or make any accommodations with regard to the terms of this Mortgage, the Agreement, or any other security for the Agreement without such spouse's consent.

**Assignment.** Mortgagee may sell, transfer or assign this Mortgage without Mortgagor's consent.

**Severability.** If any provision of this Mortgage is held to be invalid or unenforceable, such determination shall not affect the validity or enforceability of the remaining provisions of this Mortgage.



WITNESS the signing of this Mortgage on the date set forth above, intending to be legally bound.

Mortgagor Carol A Silvius

Type or Print Mortgagor's Name CAROL A SILVIUS

Mortgagor \_\_\_\_\_

Type or Print Mortgagor's Name \_\_\_\_\_

**Acknowledgment**

STATE OF Ohio )  
COUNTY OF Franklin ) SS:

Before me, a Notary Public in and for the said State and County, personally appeared the above named Carol A. Silvius, known to me (or satisfactorily proven) to be the person(s) whose name(s) is she subscribed to the within instrument who acknowledged that the same is her did sign the foregoing instrument, and that \_\_\_\_\_ free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 6th September day of 2013.



Terri Lynn Erskine  
Notary Public  
Notary  
(Title)

My Commission expires: 1/24/2018

This instrument was prepared by Terri Lynn Erskine - PNC Bank  
(Name)  
7221 E Main St  
Reynoldsburg OH 43068  
(Address)

COUNTY RECORDER:  
Please mail to PNC Bank, Consumer Loan Services, P O Box 5570, Cleveland, OH 44101

EXHIBIT "A" LEGAL DESCRIPTION

Page: 1 of 1

Account#: [REDACTED] Index #:  
Order Date : 08/22/2013 Registered Land:  
Reference : [REDACTED] Parcel #: 010-121515  
Name : CAROL A. SILVJVS  
Deed Ref: 33320C06

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SITUATED IN THE CITY OF COLUMBUS, COUNTY OF FRANKLIN, AND STATE OF OHIO, AND BOUNDED AND DESCRIBED AS FOLLOWS:  
BEING LOT NO. 247 IN THUNDERBIRD ACRES NO. 2, AS THE SAME IS NUMBERED AND DELINEATED UPON THE RECORDED PLAT THEREOF, OF RECORD IN PLAT BOOK 30, PAGE 24, RECORDER'S OFFICE, FRANKLIN COUNTY, OHIO.

SUBJECT TO ALL EASEMENTS, COVENANTS, CONDITIONS, RESERVATIONS, LEASES AND RESTRICTIONS OF RECORD, ALL LEGAL HIGHWAYS, ALL RIGHTS OF WAY, ALL ZONING, BUILDING AND OTHER LAWS, ORDINANCES AND REGULATIONS, ALL RIGHTS OF TENANTS IN POSSESSION, AND ALL REAL ESTATE TAXES AND ASSESSMENTS NOT YET DUE AND PAYABLE.

BEING THE SAME PROPERTY CONVEYED BY DEED RECORDED IN DOCUMENT NO. 33320C06, OF THE FRANKLIN COUNTY, OHIO RECORDS.

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[REDACTED]