

MH-\_\_\_\_\_

\_\_\_\_\_, Ohio 4\_\_\_\_\_  
\$\_\_\_\_\_.00

## NOTE

FOR VALUE RECEIVED,

The Undersigned,

\_\_\_\_\_ (hereinafter called "Maker") promises to pay to the order of **THE OHIO DEPARTMENT OF MENTAL HEALTH and ADDICTION SERVICES** (hereinafter called "Payee") the sum of \$\_\_\_\_\_.00 in lawful money of the United States of America at the principal office of payee in Columbus, Ohio, or other place as the holder hereof may designate to Maker in writing, being payable in the manner and at the times hereinafter set forth.

### Security for Note

1. The payment of this Note is secured by a Mortgage Deed (hereinafter called "Mortgage") of even date herewith, said Mortgage being a lien on the real estate, fixtures and property described therein and the terms, covenants and stipulations as contained in said Mortgage are hereby made a part hereof to the same extent and effect as if the same were fully set forth herein.

Further, the certain property secured by the Mortgage of even date given by the Maker to Payee is located at \_\_\_\_\_ in \_\_\_\_\_, **Ohio**, and is described more fully in said Mortgage of even date.

### Payment of Principal

2. Payment of Principal is to be forgiven by Payee in **360** equal monthly installments beginning on the \_\_\_\_\_ day of \_\_\_\_\_, **20\_\_** and forgivable upon the first day of each month thereafter until and including the \_\_\_\_\_ day of \_\_\_\_\_, **20\_\_**.

### Events of Default

3. The following shall constitute Events of Default hereunder, upon the happening of any one or more of which the entire unpaid balance of the principal, and all other sums secured by the Mortgage shall, at the option of Payee, become immediately due and payable without notice:

(a) The occurrence of any Event of Default as defined in this Note or the

Mortgage of even date.

- (b) The failure to perform any of the acts required under the Contract entered into between the Maker and Payee on \_\_\_\_\_, 20\_.

The terms, covenants, stipulations as contained in the Contract and Mortgage are hereby made a part hereof to the same extent and effect as if the same were fully set forth herein.

4. The words "Maker" and "Payee" include singular or plural, individual or corporation, and the respective heirs, executors, administrators, and assigns of Maker or Payee, as the case may be. The use of any gender applies to all genders. If more than one party is named as Maker, the obligation hereunder of each such party is joint and several.

#### Waivers

5. Maker and any endorsers hereof severally waive demand, notice, and protest and any defense by reason of extension of time for payment or other indulgence granted by Payee or any subsequent holder hereof.
6. In the event of any default in any of the conditions or stipulations of the Mortgage or Security Agreement securing the same, then at the option of the Payee of this Note, the entire amount of principal remaining unpaid shall at once become payable without notice, and the undersigned hereby authorize any attorney-at-law to appear in any court of record in the State of Ohio or other state or territory of the United States after the above obligation becomes due, and waives the issuing and serving of process and confesses a judgment against any or all of the undersigned in favor of the State of Ohio, or any holder of this Note, for the amount then appearing due, together with costs of suit; and thereupon to release all error and waive all right of appeal and stay of execution.

It is intended by the Parties hereto that this Note is not to be construed as a consumer loan or transaction.

**"WARNING BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGEMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU OR YOUR EMPLOYER REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT OR ANY OTHER CAUSE."**

IN WITNESS WHEREOF, Maker has executed this Note and has caused its corporate name to be subscribed hereto by \_\_\_\_\_, **Executive Director** and \_\_\_\_\_, **Board Chair** thereto duly authorized by resolution of its board of trustees, this \_\_\_\_\_ day of \_\_\_\_\_, **20**\_\_.

MAKER:

By: \_\_\_\_\_

By: \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF OHIO  
COUNTY OF \_\_\_\_\_

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me, the subscribed, a Notary Public in and for said county, personally came \_\_\_\_\_, **Executive Director** and \_\_\_\_\_, **Board Chair** of \_\_\_\_\_, and acknowledged the signing of the foregoing Note to be their and its voluntary act and deed, individually and corporately pursuant to authority of its board of trustees.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.

\_\_\_\_\_  
Notary Public

NOTE.MH-

PREPARED BY: Ohio Dept. of Mental Health & Addiction Services  
Capital Planning & Management  
1/23/17