

NOTE AND SECURITY AGREEMENT - SIMPLE - FIXED/VARIABLE

Persons who sign as "Borrower" below, jointly and severally, promise to pay to the order of the Financial Institution, Ohio (the "Bank") the amount shown as the Total of Payments in the Disclosure block below, with interest provided in this Installment Loan Note and Security Agreement (the "Note"), or the highest lawful rate applied to any balance on this loan. Each installment shall be applied first to the payment of accrued interest, and then the balance remaining to repay principal of this loan.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total Of Payments
The cost of your credit as a yearly rate which is subject to change. 10.99%	The dollar amount the credit will cost you which is subject to change. \$ 10,383.68	The amount of credit provided to you or on your behalf. \$ 43,000.00	The amount you will have paid after making all scheduled payments. \$ 53,383.68

Number of Payments	Amount of Payment	Payments Are Due Monthly Beginning
48	\$ 1,112.16	June 25, 1987

Insurance: Credit Life Insurance and/or Disability Insurance are not required to obtain credit and will not be provided unless you sign and agree to pay the additional cost.

Type	Premium	Signature
Credit Life	\$ _____	I want Credit Life Insurance Signature Borrower #1
Disability	\$ _____	I want Disability Insurance Signature Borrower #1
Joint Credit Life	\$ _____	We want Joint Credit Life Insurance Signature Borrower #1 Signature Borrower #2

SECURITY: You are giving a security interest in all your deposits, account balances and credits held in the Bank, in all sums credited or due from the Bank to you, and in all proceeds thereof and in the _____ unsecured as further described below.

***VARIABLE RATE:** The annual percentage rate may increase or decrease during the term of this transaction in the Bank's sole discretion based on the Bank's review of business and economic conditions. The interest rate will not increase above 10.99%. Any increase will take the form of more payments of the same amount unless your loan is for more than sixty months. In such case, any increase may take the form of more payments of the same amount, or higher payment amounts or both. If you have authorized the Bank to charge your checking account for payments due under your Note and you revoke this authorization, your interest rate will increase by the amount of the incentive allowed you at the time you signed your Note.

LATE CHARGE: If a payment is late, you will be charged \$10.00.
PREPAYMENT: If you pay off early, you will have to pay a penalty and you will not be entitled to a refund of part of the finance charge.
 See the rest of your note for any additional information about nonpayment, default, any required payment in full before the scheduled date, and prepayment refunds and penalties.

ITEMIZATION OF AMOUNT FINANCED OF \$ <u>43,000.00</u>		D. For Filing Fees	\$ _____
1. Amount paid to your account with Bank	\$ _____	E. _____	\$ _____
2. Amount given to you directly	\$ <u>43,000.00</u>	F. _____	\$ _____
3. Amounts paid to others on your behalf:		G. _____	\$ _____
A. For Credit Life Insurance	\$ _____	H. _____	\$ _____
B. For Disability Insurance	\$ _____		\$ _____
C. For Joint Life Insurance	\$ _____		\$ _____

SECURITY AGREEMENT: as for the payment of the Note, including any extensions or renewals thereof, and whether executed alone or with others, as maker, endorser, guarantor or surety, plus interest thereon and all costs of collection and realization on such security, you, and each of you grant to and in favor of the Bank a security interest in, and have pledged, deposited, given, assigned or transferred as security therefor, the following property:

New Used Year _____ Make and Model unsecured N/A Body Type _____ Identification No. _____

together with all the additions thereto and substitutions therefor, and the proceeds, products and any insurance and damage claims with respect thereto, now or hereafter arising; and in all deposits or other sums at any time credited by or due from the Bank to you, or any of you, or any endorser, guarantor, or surety hereof, in the possession of the Bank; and in any other property, together with all additions thereto and substitutions therefor, and the proceeds, products and any insurance and damage claims with respect thereto, now or hereafter in the possession of or pledged or mortgaged to the Bank belonging to you, or any of you, or any endorser, guarantor or surety hereof, provided, however, that any additional security interest shall not be created in (a) any real property used, to be used, or which is expected to be used, as a principal residence of any of you, any endorser, guarantor or surety hereof, and/or (b) any household furnishings used by any of you, any endorser, guarantor or surety hereof for personal, family or household purposes. The above pledged property shall be called "Collateral" for purposes of this Note.

YOU PROMISE TO PAY: at any of our branch offices, the Total of Payments in the number and amount of monthly payments and on the due dates shown in the Payment Schedule above.

PREPAYMENT: You may prepay this Note in full at any time. If you do, an early payment charge of \$30.00 will be added. As all finance charges are earned by the Bank when paid, you will not be entitled to a refund of finance charges upon prepayment of this Note.

LATE CHARGE: If any payment is not made within 10 days after its due date, we will charge and you agree to pay a late payment charge of \$10.00. If any check or other instrument given for payment on the Note is dishonored for any reason, a fee of \$10.00 may be charged.

PROPERTY INSURANCE: Property insurance is required by us against loss of or damage to the Collateral or real property securing this Note. PROPERTY INSURANCE MAY BE OBTAINED FROM THE AGENT, BROKER OR INSURANCE COMPANY OF YOUR CHOICE, provided the insurance company is acceptable to us. (See PROPERTY INSURANCE on reverse side.) (See the Mortgage, if any, for the complete terms and conditions, including provisions regarding insurance, of your Mortgage.)

ADDITIONAL TERMS AND CONDITIONS: This is a two page Note that continues on the reverse side. You are obligated to all the terms and conditions of this Note that appear on the front and reverse sides.

PAYMENT OF PROCEEDS/COLLECTION: You agree that any payment of all or part of the proceeds of this Note to any one of you or to any one else at the direction of any one of you will be for the benefit of all of you. You agree that we may demand payment from any one signing as a Borrower without making demand on other Borrowers.

You signed this contract and received a copy on May 22, 19 87

* [Signature] Borrower's Signature #1 [Address] Address

* [Signature] Borrower's Signature #2 _____ Address

The Buyer has received and accepted the Collateral in good condition; and the Collateral shall be kept at the following address, or if left blank, at Buyer's residence as indicated above.

No. and Street _____ City or Town _____ County _____ State _____