ASSIGNMENT OF MORTGAGE

STATE OF OHIO
COUNTY OF GEauga

THAT KEYBANK NATIONAL ASSOCIATION, A NATIONAL BANKING ASSOCIATION ("Assignor"); acting herein
by and through a duly authorized officer, the owner and holder of one certain promissory note executed by
ROBERT B. MILAKAR AND JONI M. MILAKAR ("Borrower(s)") secured by a mortgage of even date heretofore
executed by Borrower(s) for the benefit of the holder of the said note, which was recorded on the lot(s), or
parcel(s) of land described therein situated in the County of Geauga, State of Ohio:

Recording as: Book 1205, Page No. 588

For and in consideration of the sum of Ten and No/100 dollars ($10.00), and other good valuable and sufficient
consideration, paid, the receipt of which is hereby acknowledged, does hereby transfer and assign, set over and
deliver unto [Assignee] all beneficial interest in and to title to said mortgage, together with the note and all other liens against said property
sealing the payment thereof, and all title held by the undersigned in and to said land.

TO HAVE AND TO HOLD unto said Assignee said above described Mortgage and note, together with all and
singular the liens, rights, equities, title and estate in said real estate therein described securing the payment
thereof, or otherwise.

Executed this the 23rd day of September A.D. 2001.

Witness:

CONSTANCE BERHARD

Witness:

TOMIKA STEPTOE

THE STATE OF TEXAS
COUNTY OF HARRIS

On the the 23rd day of September A.D. 2001, before me, a Notary Public, appeared SHERRY DOZA to me
personally known, who being by me duly sworn, did say that (s)he is the VICE PRESIDENT of KEYBANK
NATIONAL ASSOCIATION, A NATIONAL BANKING ASSOCIATION, and that said instrument was signed on
behalf of said corporation by authority of its Board of Directors, and said SHERRY DOZA acknowledged said
instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above
written.

Assignee's Address:

Assignor's Address:
OPEN-END MORTGAGE AND SECURITY AGREEMENT (HOME EQUITY LINE OF CREDIT)

In consideration of the terms and other covenants hereinafter specified and any future advances or future obligations, as defined herein, which hereinafter may be advanced or obligated and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor hereby grants and mortgagees and their successors and assigns are hereby granted and acknowledged, and for the further consideration of $210,000.00 paid to it by Mortgagee, Mortgagee has the right to the following:

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>02/19/03</td>
<td>$960,000.00</td>
<td>02/19/03</td>
</tr>
<tr>
<td>02/19/05</td>
<td>$0</td>
<td></td>
</tr>
</tbody>
</table>

(b) all other present or future written agreements with Lender that refer specifically to this mortgage (whether executed for the same or different purposes than the foregoing);

(c) any guaranty of obligations of other parties given to Lender now or hereafter assumed that refer to this mortgage;

(d) any extensions, whether voluntary or otherwise, to the terms as set forth herein, with the consent of all parties.

(e) all other agreements, written, oral, modifications, replacements or substitutions to any of the foregoing.

As used in this Paragraph 1, the terms "mortgage" and "mortgagor" shall include and also mean any mortgagee or mortgagor if more than one.

2. PUBLICATION. This mortgage and the Obligations described herein are executed and for consideration of:

3. REPRESENTATIONS, WARRANTIES AND COVENANTS. Mortgagee represents, warrants and covenants to Lender that:

(a) Mortgagee has the legal capacity to enter into this mortgage and to perform all of its terms and conditions hereof;

(b) Mortgagor is in compliance with all applicable laws and regulations, including, without limitation, those relating to "Hazardous Materials," and the use and storage of any Hazardous Materials on the Property or on any other premises under the control of Mortgagor or any person to whom Mortgagor has leased or otherwise transferred any part of the Property;

(c) Mortgagor is in compliance with all applicable laws and regulations, including, without limitation, those relating to "Hazardous Materials," and the use and storage of any Hazardous Materials on the Property or on any other premises under the control of Mortgagor or any person to whom Mortgagor has leased or otherwise transferred any part of the Property;

(d) Mortgagor is in compliance with all applicable laws and regulations, including, without limitation, those relating to "Hazardous Materials," and the use and storage of any Hazardous Materials on the Property or on any other premises under the control of Mortgagor or any person to whom Mortgagor has leased or otherwise transferred any part of the Property;

(e) Mortgagor is in compliance with all applicable laws and regulations, including, without limitation, those relating to "Hazardous Materials," and the use and storage of any Hazardous Materials on the Property or on any other premises under the control of Mortgagor or any person to whom Mortgagor has leased or otherwise transferred any part of the Property;