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WARRANTY MORTGAGE

LENDER: Midwest Commerce Banking Company
121 West Franklin Street
Elkhart, IN 46516

BORROWER: David C. and Jorie A. Smetana
a married adult couple
(Name)
10030 Buchanan Ct.
(Address)
Crown Point, Indiana 46307
(City, State, Zip Code)

In this Mortgage "I" means each and all of those who sign it; "you" means the Lender.

SUMMARY You are giving me credit. To protect you from my default, I give you a lien on my real estate.

REAL ESTATE DESCRIPTION I give you a mortgage lien on the real estate described as follows:

Lot 11 in Indian Ridge Addition Unit 3, Block 3 in the City of Crown Point, as per plat thereof, recorded in Plat Book 66 page 37, in the Office of the Recorder of Lake County, Indiana.



STATE OF INDIANA/S.S.NO.
LAKE COUNTY
FILED FOR RECORD
MAY 24 9 50 AM '91
ROBERT (BOB) FREELAND
RECORDER

DEFINITION OF REAL ESTATE The term "real estate" means all my rights in or to it, including proceeds of sale and proceeds of any insurance, and every improvement to the real estate, now or in the future.

DEBTS SECURED I give you this mortgage lien to protect you from my default under:
(a) my promissory note to you dated today in the amount of Nine Thousand Three Hundred & 00/100 Dollars (\$ 9,300.00);
final payment is due May 10, 1998;

(b) your renewals of my debts.
If more than one person signs this Mortgage, then the debts secured include their joint and individual debts.
In addition, this Mortgage secures interest, your costs of collection and attorney's fees.

LIEN DESCRIPTION This Mortgage is a lien (subject only to taxes and special assessments) on the real estate, and shall continue until my debts have been repaid.

MY OBLIGATIONS I agree to:
(a) keep the improvements on the real estate in good condition and repair;
(b) keep the improvements on the real estate insured against any kind of loss, including flood insurance where required by law. The amount of insurance shall not be less than the amount of my debts secured by my real estate. You may approve the insurance companies and keep the policies for me. The insurance shall name you and me as the insured. I shall promptly pay all premiums;
(c) keep the real estate free from all new liens except yours;
(d) pay when due all general taxes and special assessments on the real estate; within thirty (30) days I will give you the receipt.

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If I don't fulfill my obligations on time, then you can do it for me and in my name. What you spend shall be due from me immediately and shall bear interest at the rate found in my promissory note.

DEFAULT

I shall be in default if:

- (a) I don't carry out my obligations in this Mortgage; or
- (b) I don't pay any debt secured by this Mortgage on time; or
- (c) I transfer or dispose of my real estate without your written consent; or
- (d) any creditor tries to take any of my property; or
- (e) you feel insecure about repayment.

TRANSFEREES

Transferees of the real estate shall become personally liable for the balance of my debts for which this Mortgage is given, whether or not they expressly assume them. Your acceptance of any payment on my debts from the transferee shall not be a waiver of any provision of this Mortgage.

ACCELERATION UPON DEFAULT; FORECLOSURE

If I'm in default my debts shall be immediately due and payable without relief. If I do not pay the full amount you can foreclose this Mortgage. You can ask the Court to appoint a Receiver for the real estate. The Receiver shall collect the rents and profits from me or from the occupants of the real estate from the date of appointment to the date of the Sheriff's sale, or until the full amount owing you has been paid if prior to Sheriff's sale. The amount collected by the Receiver shall be paid to you or as the Court orders.

David C. Smetana
David C. Smetana (Borrower)

May 4, 1991

(Date)

Jorie A. Smetana
Jorie A. Smetana (Borrower)

May 4, 1991

(Date)

(Borrower)

(Date)

Brenda Roop (Witness)

Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder!

STATE OF INDIANA }
COUNTY OF ELKHART } SS:

Before me, the undersigned, a Notary Public in and for said County and State aforesaid, this 4th day of May, 1991, personally appeared David C. and Jorie A. Smetana, a married adult couple

to me known to be the persons who executed the foregoing mortgage, and acknowledged their execution thereof.

WITNESS my hand and notarial seal.



Sheila L. McNair
Notary Public

Residing in Elkhart, IN County

MY COMMISSION EXPIRES:

June 29, 1994

Prepared by Steven E. Bonine, Vice President for Midwest Commerce Bank
121 W. Franklin Street
Elkhart, IN 46516

P.O. Box 1686