733105111000767 National City Bank, Indiana **MORTGAGE** 101 West Washington Street, Suite 715E P.O. Box 5056 93074811 or an Open End Line of Credit Indianapolis, Indiana 46255 W. corach Wayne L. & Sandra G. Wieciech This Indenture Witnesseth, That . (Mortgagors) of . . County, State of Indiana, MORTGAGE and WARRANT to National City Bank, Indiana, (Mortgagee) the Lake following described real estate located in . __ County, Indiana: Common address 4102 W. 107th St. Crown Point Center Indiana (Street Address or R.R.) (TWD.). (City). (State) The Legal:Description as follows: Situated in the City of Crown Point, County of Lake and State of Indiana, and is further described as follows: Tract 9 in Greenhill Rancher, as per plat thereof, recorded in Plat Book 27, page 7, in the office of the Recorder of Lake County, Indiana, except all that part of Lot 9 that lies South of a line which is 20 feet north of the center line of Bennett Drive extended east. together with all rights, privileges, interests, easements, improvements and fixtures now or hereafter-located upon pr appearining to like real estate (collectively referred to as the ("Mongaged Premises"), and all rents, issues, meome and profits thereof. To secure the payment all obligations of all Borrowers under a certain Loan Agreement dated October 16, 19 93; that established the open end like inferedit obligations of all Borrowers under a certain Loan Agreement dated ______ for the Borrowers in the amount of \$ 25,000.00 _____ with for the Börrowers in the amount of \$\frac{25,000.00}{25,000.00}\$ with future advances, interest, and terms of participe as the circ provided for as extended or renewed, executed by Borrowers to Mongagee. Mongagors jointly and individually covenant and agree with Borrowers to Mongagee. Mongagors jointly and individually covenant and agree with Borrowers of age, or over, citizens of the United States, and the owners in fee simple of in Mongager With

The entry Borrowers to Mongagee. Mongagors jointly and individually covenant and agree with First mortgager with <u>Liberty Savings</u> SECOND: Mortgagors will pay all indebtedness secured by this Mortgage when due, together with costs of collection and reasonable attorneys' fees, all without relief from valuation and appraisement laws.

THIRD. Montgagors shall pay all taxes or assessments levied or assessed against the Montgaged Premises or any part thereof when due and before penalties accrue. Also, Montgagors shall not permit any mechanic's lien to attack to the Montgaged Premises or any part thereof or further encumber the montgaged premises without Montgagee's prior written consent.

FOURTH. Montgagors shall keep the Montgaged Premises in good repair at all times and shall not commit or allow the commission of waste thereof. Montgagors shall procure and maintain in effect at all times hazard (fire and extended coverage) insurance in an amount which is at least equal to the loan amount after taking into account insurable value as multiplied by the applicable consurance percentage, such insurance to be in amounts and with companies acceptable to Montgagee and with a standard Montgagee clause in favor of Montgagee.

FIFTH. Montgagee may, at its option and from time to time, advance and pay all sums of montgy which in its judgment may be necessary to perfect or preserve the security intended to be given by this Montgage. Such sums may include, but are not limited to, insurance premiums, taxes, assessments and liens which may be or become a lien upon the Montgaged Premises or any part thereof and all costs, expenses and attorneys fees incurred. All sums of money so advanced shall be and become a part of the montgage shall be subrogated to any, lien so paid by fees, all without relief from valuation and appraisement laws. at the same rate of interest that is disclosed on the attached Loan Agreement and the Mortgagee shall be subrogated to any lien so paid by SIXTH: If Mortgagors shall sell, assign or otherwise transfer ownership of the Mortgaged Premises or any partithereof without the prior written consent of Mongagee, all indebtedness secured by this Mongage shall, at the option of Mongagee and without notice of demand, become immediately due and payable. SEVENTH. Upon any default by Mortgagors under this Mortgage or in the payment when due of any amounts under the Loan Agreement or this Mortgage, or if Mortgagor shall abandon the Mortgaged Premises, or shall be adjudged bankrupt, or if a trustee or receiver shall be appointed for Mortgagors or for any part of the Mortgaged Premises the entire indebtedness secured hereby shall, at the option of Mortgagee appointed for Morgagors of for any part of the Morgaged Premises the entire indeptedness secured hereby shall, at the option of Morgagee and without notice or demand; become immediately due and payable and this Morgage may be foreclosed accordingly. Upon foreclosure, Morgagee may take possession of the Morgaged Premises to collect any rents, issues income or profits and apply the same to the payment of indebtedness secured hereby or have a receiver appointed to take possession of the Morgaged Premises and collectuall rents; issues; income or profits, during the period of foreclosure and redemotion. In the event of foreclosure, Morgagee may continue the abstract of title to the Morgaged Premises, or obtain other appropriate evidence of title or title insurance, and the cost descret shall be added to the unpaid principal balance secured by this Morgage. All rights and renedies of Morgagee her cannot are completely and are in addition to and not in limitation of any rights or remedies which Morgagee may otherwise have by law. No waiver of any default or failure or delay to exercise any right or remedy with respect to the shall operate as a waiver of any other default or of the same default in the future or as a waiver of any right or remedy with respect to the same or any other occurrence. EIGHTH. That it is contemplated that the Mortgagee may make bitely advences to the Mortgagors or Borrowers, in which event this Mortgage shall secure the payment of any and all future advances and of any additional amount, provided that at no time shall the total amount owed by the Morigagors or Borrowers to this Morigagee and secured by this Morigage from said Morigagors or Borrowers to said Morigageee exceeds the sum of \$99,999.00 and provided further that such future advances are equally secured and to the same extent as the amount originally advanced on the security of this Mortgage. Such future advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes or other evidence of indetedness stating that said notes or other evidence of indebtedness are secured hereby. The Mongageee at its option may accept a renewal note, or notes, at any time for any portion of the indebtedness hereby secured and may extend the time for the payment of any part of said indebtedness without affecting the security of this Mortgage in any manner. This Mongage shall also secure the payment of any other liabilities, joint, several, direct, indirect, or otherwise, of Mongagors to the holder of this Mongage, when evidenced by promissory notes or other evidence of indebtedness stating that said notes or other evidence of indebtedness are secured hereby. NINTH: All rights and obligations of Montgagors hereunder shall be binding upon their heirs, successors, assigns and legal representatives and shall inure to the benefit of Mongagee and its successors, assigns and legal representatives. ESS WHEREOF, Mongagors have executed this Mongage on this Sandra G. Wieciech Wayne L. Wieciech Printed Printed Indiana STATE OF SS: **COUNTY OF** Wayne L. Wieciech and Sandra G. Wieciech Before me, a Notary Public, in and for said County and State, appeared ., each of whom, having been duly sworn, acknowledged the execution of the foregoing Mortgage.

This instrument was prepared by _______ Douglas Kullerstrand (NOTARY PUBLIC)

Please return original copy to the Bank and each signer to keep one of the two remaining copies

16th

1994

Witness my hand and Nogarial seal this

My County of Residerice

My Commission Expires:

Lake

1 1 31,

October 0

Printed

Kristina Strickland

17-0508 (Rev. 12/92)