

National City Bank, Indiana  
101 West Washington Street, Suite 715E  
P.O. Box 5056  
Indianapolis, Indiana 46255

# MORTGAGE

For an Open End Line of Credit

94031523

This Indenture Witnesseth, That MARY DIANE SPIVAK, a/k/a DIANE M. SPIVAK, a/k/a MARY D. SPIVAK

(Mortgagors) of LAKE County, State of Indiana, MORTGAGE and WARRANT to National City Bank, Indiana, (Mortgagee) the following described real estate located in LAKE County, Indiana:

Common address: 15601 BELSHAW ROAD, LOWELL, NORTH, INDIANA  
(Street Address or R.R.) (City) (Twp.) (State)

The Legal Description as follows: A PART OF THE FRACTIONAL W $\frac{1}{2}$ , W $\frac{1}{2}$  OF SECTIONS 12 & 13, TOWNSHIP 32 NORTH RANGE 10 WEST OF THE 2ND P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE S.E. CORNER OF THE W $\frac{1}{2}$ , W $\frac{1}{2}$  SECTION 12, TOWNSHIP 32 NORTH RANGE 10 WEST, AND RUNNING THENCE NORTH 193.90 FEET TO THE SOUTHERLY RIGHT RIGHT OF WAY LINE OF STATE ROAD #2, THENCE SOUTHWESTERLY ALONG THE SOUTHERLY RIGHT RIGHT OF WAY LINE OF SAID STATE ROAD #2, 493 FEET; THENCE SOUTHEASTERLY 233 FEET TO A POINT 235.50 FEET SOUTH AND 341 FEET WEST OF THE N.E. CORNER OF THE W $\frac{1}{2}$ , W $\frac{1}{2}$  (FRACTIONAL) SECTION 13, TOWNSHIP 32 NORTH, RANGE 10; THENCE EAST 341 FEET; THENCE NORTH 235.50 FEET TO THE PLACE OF BEGINNING, CONTAINING 3 AGRES, MORE OR LESS, IN LAKE COUNTY, INDEANA.

together with all rights, privileges, interests, easements, improvements and fixtures now or hereafter located upon or appertaining to such real estate (collectively referred to as the "Mortgaged Premises"), and all rents, issues, income and profits thereof, to secure the payment and all obligations of all Borrowers under a certain Loan Agreement dated APRIL 1, 1994, that establishes an open endline of credit for the Borrowers in the amount of \$ 20,000.00 with future advances, interest, and terms of payment as therein provided; or as extended or renewed, executed by Borrowers to Mortgagee. Mortgagors jointly and individually covenant and agree with Mortgagee that: **FIRST.** Mortgagors are 18 years of age, or over, citizens of the United States, and the owners in fee simple of the Mortgaged Premises free and clear of all liens and encumbrances except for the lien of taxes and assessments not delinquent and **FIRST MORTGAGE**

**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 appraisal laws.

**THIRD.** Mortgagors shall pay all taxes or assessments levied or assessed against the Mortgaged Premises or any part thereof when due and before penalties accrue. Also, Mortgagors shall not permit any mechanic's lien to attach to the Mortgaged Premises on any part thereof or further encumber the mortgaged premises without Mortgagee's prior written consent.

**FOURTH.** Mortgagors shall keep the Mortgaged Premises in good repair at all times and shall not commit or allow the commission of waste thereof. Mortgagors 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 coinsurance percentage, such insurance to be in amounts and with companies acceptable to Mortgagee and with a standard Mortgagee clause in favor of Mortgagee.

**FIFTH.** Mortgagee may, at its option and from time to time, advance and pay all sums of money which in its judgment may be necessary to perfect or preserve the security intended to be given by this Mortgage. Such sums may include, but are not limited to, insurance premiums, taxes, assessments and liens which may be or become a lien upon the Mortgaged 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 mortgage debt secured thereby and payable forthwith 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 it.

**SIXTH.** If Mortgagors shall sell, assign or otherwise transfer ownership of the Mortgaged Premises or any part thereof without the prior written consent of Mortgagee, all indebtedness secured by this Mortgage shall, at the option of Mortgagee and without notice or 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 and without notice or demand, become immediately due and payable and this Mortgage may be foreclosed accordingly. Upon foreclosure, Mortgagee may take possession of the Mortgaged 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 Mortgaged Premises and collect all rents, issues, income or profits, during the period of foreclosure and redemption. In the event of foreclosure, Mortgagee may continue the abstract of title to the Mortgaged Premises, or obtain other appropriate evidence of title or title insurance, and the cost thereof shall be added to the unpaid principal balance secured by this Mortgage. All rights and remedies of Mortgagee hereunder are cumulative and are in addition to and not in limitation of any rights or remedies which Mortgagee may otherwise have by law. No waiver of any default or failure or delay to exercise any right or remedy by Mortgagee 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 future advances 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 Mortgagors or Borrowers to this Mortgagee and secured by this Mortgage from said Mortgagors or Borrowers to said Mortgagee exceed 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 indebtedness stating that said notes or other evidence of indebtedness are secured hereby. The Mortgagee 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 Mortgage shall also secure the payment of any other liabilities, joint, several, direct, indirect, or otherwise, of Mortgagors to the holder of this Mortgage, 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 Mortgagors hereunder shall be binding upon their heirs, successors, assigns and legal representatives and shall inure to the benefit of Mortgagee and its successors, assigns and legal representatives.

IN WITNESS WHEREOF, Mortgagors have executed this Mortgage on this 1ST day of APRIL, 1994.

Mary Diane Spivak, Diane M. Spivak, Mary D. Spivak  
Signature Signature

MARY DIANE SPIVAK

MARY D. SPIVAK

A/K/A DIANE M. SPIVAK A/K/A MARY D. SPIVAK

Printed

Printed

STATE OF INDIANA

SS:

COUNTY OF LAKE

Before me, a Notary Public, in and for said County and State, appeared: DIANE M. SPIVAK

each of whom, having been duly sworn, acknowledged the execution of the foregoing Mortgage.

Witness my hand and Notarial Seal this 1ST day of APRIL, 1994

My County of Residence LAKE

Signature

Rosalie B. Bowman

My Commission Expires 7/31/95

Printed

ROSALIE B. BOWMAN

This instrument was prepared by WAYNE R. STELZER

(NOTARY PUBLIC)

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

17-0508 (Rev. 12/92)

94031525

2nd Sub

94031524

1st Sub

