60-356-6761481559

STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

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97 DEC -3 AM 9: 17

MORRIS W CARTER

MORTGAGE (Borrower/Mortgagor)

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

This Indenture	Witnesseth, Tha	LANCE DAVIS	AND IRENE A D	AVIS		
(singly or jointly	"Mortgagor") of	LAKE		County	State of Indiana,	MORTGAGES
and WARRANTS	to National City	Bank of Indiana	a, ("Mortgagee")	the following	described real es	tate located in
LAKE	County, I	ndiana:				
Common address	5: <u>1618 E 3</u> 3RD (Street Addr or	AVE	HOBART (City)	(HOB	ART TOWNSHIP) (State)	IN
The Legal Descrip						
	AMWOOD SUBD GE 88, LAKE CO			N, AS SHOWN	I IN PLAT	
or appertaining to ssues, income a following docume l"Loan Document	n such real collete nd profits there nts (whether pro s"):	e (collectively ref of, to secure a omissory notes, (	ferred to as the II obligations of guaranties, letter	("Mortgaged P f Mortgagor to s of credit or o	s now or hereafte remises"), and all o Mortgagee evid other documents (	leases, rents, lenced by the collectively the
a <sub>i</sub> an	oromissory note, d	dated 10/06/9	7	, in the	amount of \$ <u>266</u>	316.65
 with terms of pay together with all o	ment as provide	d therein, and all provided for und	renewals, exter ler this Mortgage	nsions, amendr e.	nents and replace	ments thereof,
to the Mortgagee	that Mortgagor	is the owner in	fee-simple of th	e Mortgaged P	cured, the Mortga remises, that lega e, except currer	al title thereto
and that the Mort Mortgagor covens				ite this Mortga	ge.	······································
FIRST: Mortgage collection and rea SECOND: Mortga any part thereof v Mortgaged Premis	or will pay all i sonable attorney agor shall pay al when due and be	ndebtedness sec s' fees, all witho I taxes or assess fore penalties ac	cured by this N ut relief from val sments levied or crue. Also, Mort	luation and app assessed agai gagor shall not	n due, together variaisement laws. Inst the Mortgage permit any lien to nises without Mort	d Premises or attach to the
the commission of extended coverage	f waste thereon. e) insurance in a	. Mortgagors sh in amount which	all procure and is at least equa	maintain in effo I to the total a	and shall not co ect at all times ha mount of indebted asurance to be in	zard (fire and iness secured

with companies acceptable to Mortgagee and with a standard Mortgagee endorsement in favor of Mortgagee. FOURTH: Mortgagee may, at its option and from to time, 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 paid shall be and become a part of the mortgage debt secured hereby and payable forthwith at the same rate of interest that is disclosed in the Loan Documents and the Mortgagee shall be subrogated to any lien

so paid by it.

(Rev. 6/97) 0220M

12:00 155570144 155590800 FIFTH: Upon any default by Mortgagor under this Mortgage or under the terms of the Loan Documents secured by 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 Mortgagor or for any part the Mortgaged Premises the entire indebtedness secured hereby shall, at the option of Mortgage 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 leave 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 Mortgages 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 and not in limitation of any rights or remedies which Mortgage 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.

SIXTH: If Mortgagor shall encumber, sell, assign or otherwise transfer ownership of or any interest in the Mortgaged Premises or any part thereof without 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: That it is contemplated that the Mortgagee may make future advances or additional loans to the Mortgagor, in which event this Mortgage shall secure the payment of any and all future advances and of any additional loans, provided that at no time shall the maximum amount secured by this Mortgage exceed the sum of 42828.00 and provided further that such future advances are equally secured and to the same extent and priority as the amount originally advanced on the security of this Mortgage. The Mortgagee at its option may accept a renewal note, or replacement Loan Documents, 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 Mortgager to the holder of the Mortgage, when evidenced by promissory notes or other evidence of indebtendess stating that said notes or other evidence of indebtedness are secured hereby.

EIGHTH: All rights and obligate his of Mortgagor hereunder shall be binding upon all heirs, successors, assigns and legal representatives and state inure to the benefit of Mortgagee and its successors, assigns and legal representatives.

IN WITNESS WHEREOF, Mortgagor has executed this Mo	ortgage on this 6th day of October, 1997	
Sance a. Davis	Signature a. Danie	
LANCE A DAVIS	IRENE A DAVIS	
Printed	Printed	
Signature	Signature	
Printed	Printed	
STATE OF Indeand	_	
COUNTY OF & Solo	SS.	
Before me, a Notary Public in and for said County and Sta	ate, appeared	
LANCE DAVIS AND IRENE A DAVIS		
each of whom, having been duly sworn, acknowledged the	he execution of the foregoing Mortgage.	
Witness my hand and Notarial Seal this day of	October 1997.	
County of Residence: Lake	Signature Rassles B. Bown	_
My Commission Expires: 8/31/99	Printed Name Rosalic & Bowman	
This Instrument prepared by Teffery W S	of National City Bank of Indian	ia