## National City.

## MORTGAGE

5482418550002497

Oncrease Private Equity Line <u></u>රාජ

_	STATE OF INDIANA
THIS INDENTURE WITNESSETH, That Joan L. Failing	
ofLakeCo	cated in Hable AND COUNTY, Indiana:
City Bank of Indiana ("Mortgagee") the following described real estate to Common Address 150 Talls Trads Bridge, Barring	con 98 July 60010 AM Grand
The Legal Description as follows:	MORRIS M. CAGLER
Lot 26 in Tall Trees Subdivision of Barring	ton, being Countivision in the Southeast
Quarter of the Southeast Quarter of Section the third principal meridian, according to	31, Township 43 North, Range 10, east of
as document 2413429, in Lake County, Illino together with all rights, privileges, interests, easements, improvement	the plat thereof recorded January 15, 1986, his and fixtures now or hereafter located upon or appertaining to such
real estate (collectively referred to as the "Mortgaged Premises"), a	and all rents, issues, income and profits thereof, to secure the payment mether joint or several, under a Private Equity Line of Credit Agreement
and Disclosure Statement (the "Loan Agreement") dated May t	, 19 98 , that establishes an open end line of credit for
Borrower in the amount of \$ 360,000.00 with or as it may be extended, renewed, amended or replaced. Morton	th future advances, interest, and terms of payment as therein provided, gors jointly and individually covenant and agree with Mortgagee that:
FIRST. Mortgagors are 18 years of age, or over, citizens of the Un	ited States, and have the full capacity to execute this Mortgage as the
owners in fee simple of the Mortgaged Premises which is free and assessments not delinquent and	d clear of all liens and encumbrances except for the lien of taxes and
	ortgage when due, together with all costs and expenses of collection
and foreclosure, including reasonable attorneys' fees, all without relied THIRD. Mortgagors shall pay all taxes or assessments levied or as	isessed against the Mortgaged Premises or any part thereof when due
and before penalties accrue. Also, Mortgagors shall not permit any n	nechanic's lien or other lien or encumbrance to attach to the Mortgaged
Premises or any part thereof or further mortgage the Mortgaged Premises in good	ises without Mortgagee's prior written consent.  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 full replacement value	ient is
such insurance to be in amounts and with companies acceptable to	Mortgagee and with a standard Mortgagee clause in favor of Mortgagee.
	e and pay all sums of money which in its judgment may be necessary
	age. Such sums may include, but are not limited to, insurance premiums, a the Mortgaged Premises, or any part thereof and all costs, expenses
and attorneys' fees incurred. All sums of money so advanced shall be	e and become a part of the mortgage debt secured hereby and payable
to any lien so paid by it.	reement and, at Mortgagee's option, the Mortgagee shall be subrogated
	rship of the Mortgaged Premises or any part thereof without the prior
written consent of Mortgagee, all indebtedness secured by this Morbecome immediately due and payable.	tgage shall, at the option of Mortgagee and without notice or demand,
SEVENTH. Upon any default by Mortgagors under this Mortgage of	r in the payment when due of any amounts under the Loan Agreement
	emises, or shall be adjudged bankrupt, or if a trustee or receiver shall emises, 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
70.40	hises to collect any rents, issues, income or profits and apply the same appointed to take possession of the Mortgaged Premises and collect
	and redemption. In the event of foreclosure, Mortgagee may continue
	riate evidence of title or title insurance, obtain environmental assessments priate, with the costs and expenses thereof to be added to the unpaid
	es of Mortgagee hereunder are cumulative and are in addition to and
	therwise have by law. No waiver of any default or failure or delay to ver 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 or	
,	re advances to the Mortgagors, whether joint or several, in which event nces and of any additional amount, provided that at no time shall the
total amount owed by the Mortgagors to Mortgagee and secured b	y this Mortgage exceed the amount of \$ 360,000.00 and
·	to the same extent as the amount originally advanced on the security  If be secured by this Mortgage when evidenced by promissory notes,
· · · · · · · · · · · · · · · · · · ·	tes or other evidence of indebtedness are secured hereby. The Mortgagee
	ments, at any time for any portion of the indebtedness hereby secured tedness without affecting the security of this Mortgage in any manner.
	joint, several, direct, indirect, or otherwise, of Mortgagors to the holder e of indebtedness stating that said notes or other evidence of indebtedness
are secured hereby.	5 of musblediness stating that said motes of other evidence of musblediness
	be binding upon their respective heirs, successors, assigns and legal cessors, assigns and legal representatives.
representatives and shall inure to the benefit of Mortgagee and its success. WITNESS WHEREOF, Mortgagors have executed this Mortgage	
Jan L. Failurger	0,4
Joan I Failinger	Name:
State of Indiana	<u>o</u>
SS:	<u>ယ်</u>
County of Marion  Before me, the undersigned, a Notary Public, in and for said County as	nd State, this 6th day of May 19 98
personally appeared <u>Joan L. Failinger</u>	andand
acknowledged the execution of the same to be their voluntary act and IN WITNESS WHEREOF, I have hereunto subscribed my name and aff	
This document prepared by Julia Morwick.	Chilea & mourca
My commission expires	
My commission expires: 5-28-2001	Julia E. Morwick
Residing in said county:  Marion	場 ≥ 品を扱う)。
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