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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

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The Provident Bank

MORRIS W. CARTER  
RECORDER

**OHIO OPEN-END MORTGAGE  
(INSTALMENT LOAN)**

Maximum Principal Amount \$ 12,075.00

First American Equity Loan Services, Inc.  
Certification Number  
1084844

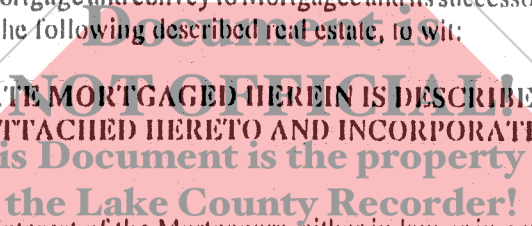
This MORTGAGE ("Mortgage") is made and entered into on this 8th  
day of June, 1998, by and between Oswaldo Castro and  
Anselma Castro (Husband and Wife)

(hereinafter called "Mortgagors", whether one or more) and **THE PROVIDENT BANK**, with its principal place of business located at One East Fourth Street, Cincinnati, Hamilton County, Ohio 45202 (hereinafter, together with its successor and assigns, called "Mortgagee").

**KNOW ALL MEN BY THESE PRESENTS:**

That Mortgagors, in consideration of Mortgagee's agreement to make a loan or loans up to the principal amount of Twelve thousand Seventy five and 00/100 \*\*\*\*\* Dollars (\$ 12,075.00 ) established by the Instalment Loan Contract/Promissory Note of even date herewith, by and between Mortgagors and Mortgagee (as hereafter amended from time to time, the "Note"), do hereby grant, mortgage and convey to Mortgagee and its successors and assigns forever, with mortgage covenants, the following described real estate, to wit:

**THE REAL ESTATE MORTGAGED HEREIN IS DESCRIBED IN EXHIBIT "A" WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.**



and all the estate, title and interest of the Mortgagors, either in law or in equity, of, in and to said real estate, together with all of the privileges and appurtenances thereunto belonging; all present and future buildings and improvements thereon; all chattels and fixtures now or hereafter erected or placed in or upon said real estate, whether or not same has or will become a part of said real estate by attachment thereto, and all the rents, issues and profits thereof including those arising under any existing or future Lease or tenancy (all hereinafter called the "Premises") to have and to hold the same to the only proper use of Mortgagee and its successors and assigns forever.

The Mortgagors, for themselves and their heirs, executors and administrators, do hereby covenant with Mortgagee and its successors and assigns forever, that they are the true and lawful owners in fee simple of the said Premises; that they have full power to convey the same; that the title so conveyed is clear, free and unencumbered except for prior liens of record; and that there is no covenant or provision in any other agreement or Mortgage prohibiting or restricting further encumbrance of said Premises; and that they do warrant and will defend the same against all claims of all persons whomsoever.

The Mortgagors further covenant and agree with the Mortgagee as follows:

1. Mortgagors shall pay all indebtedness owed in accordance with the terms and conditions of the Note and accrued interest thereon, and shall pay when due all other charges as herein provided, and any and all other debts, liabilities and obligations howsoever arising and of any nature whatsoever incurred by Mortgagors (individually or collectively) to Mortgagee, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, and whether the same may have been or shall be participated in whole or part by others, by trust agreement or otherwise, or in any manner acquired by or accruing to Mortgagee, whether by agreement with Mortgagors (individually or collectively) or by assignment or by endorsement to it by any one whomsoever, together with interest thereon, and this Mortgage shall secure all such indebtedness.

2. Mortgagors shall pay, when due according to law, all taxes, assessments and other charges, which are now due or may hereafter be imposed or assessed upon the Premises or any part thereof, or that may be imposed or assessed against the holder of this Mortgage, by any authority, be it Federal, State, County, or City, including but not limited to, charges imposed upon the Premises under an applicable Declaration of Condominium. Upon the failure of Mortgagors promptly to pay such taxes, assessments and other charges, Mortgagee shall have the option, but not the obligation, to pay and discharge the same without notice to Mortgagors. Any sums so expended by Mortgagee shall at once become indebtedness owing from Mortgagors to Mortgagee and shall be immediately

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due and payable by Mortgagors with interest thereon, to the extent legally enforceable, at the rate of fifteen percent (15%) per annum.

3. Mortgagors shall maintain insurance upon the Premises against loss by fire or other hazards in such amounts as Mortgagee may require. All policies of insurance shall be placed with insurance companies satisfactory to Mortgagee and shall have attached thereto the standard form of Mortgagee Clause, without contribution, in favor of the Mortgagee and be delivered to and be held by the Mortgagee. This Mortgage shall operate as an assignment to Mortgagee of said policies, whether delivered or not. At the option of the Mortgagee, the proceeds of Loss under any policy of insurance, whether endorsed payable to the Mortgagee or not, may be applied in payment of amounts due under the Note, or any other sums secured by this Mortgage, whether or not such sums are then due, or to the restoration or replacement of any building or improvements on the Premises without in any way affecting the lien of this Mortgage or the obligation of the Mortgagors, or any other person, for payment of the indebtedness hereby secured. Upon the failure of Mortgagors to provide the aforesaid insurance, Mortgagee shall have the option, but not the obligation, to procure and maintain such insurance without notice to Mortgagors. Any sums so expended by Mortgagee shall at once become indebtedness owing from Mortgagors to Mortgagee and shall immediately become due and payable by Mortgagors with interest thereon, to the extent legally enforceable, at the rate of fifteen percent (15%) per annum.

4. Should Mortgagors make, create, or suffer to be made or created, any sale, transfer, conveyance or assignment of the Premises, or any part thereof, or any interest therein, or any contract or agreement to do any of the same without Mortgagee's prior written consent, all amounts owing under the Note shall become immediately due and payable and Mortgagee's obligation to make loans under the Note shall terminate immediately, at the option of Mortgagee, without notice to Mortgagors. In the event of a default under any of the provisions of this paragraph (4), Mortgagee shall have all the remedies provided for in the Note, and Mortgagee may, without notice to the Mortgagors deal with any successor in interest with reference to this Mortgage, and in the same manner as with the Mortgagors, and may forebear to sue hereunder, without discharging or in any way affecting the liability of Mortgagors hereunder or under the Note.

5. Upon the occurrence of any default as provided for in the Note, Mortgagors shall be in default under this Mortgage, and Mortgagee shall have all the remedies provided for in the Note.

6. All rights and remedies given or reserved hereunder shall be cumulative and none shall be exclusive of the other or others or of any right or remedy now or hereafter given or allowed by law. Neither the exercise by Mortgagee of any right or remedy herein given or reserved, nor delay or failure by Mortgagee to exercise any such right or remedy, in the case of one or more defaults, shall constitute a waiver thereof, or estop Mortgagee hereafter from exercising the same or any other right or remedy at any time in respect of the same or subsequent default or defaults. The Mortgagee is empowered to take all actions provided to be done by a Mortgagee under section 1311.14 of the Ohio Revised Code, as amended.

7. All dower interests, and all other rights, statutory or otherwise, if any, in and to the said Premises are hereby remised, released and forever quit-claimed unto Mortgagee.

8. In accordance with the provisions of Ohio Revised Code Sections 5301.232 and 5301.233, the Mortgage is given to and the parties intend that it shall secure indebtedness up to a maximum of \$ 12,075.00 as evidenced by the Note, which indebtedness may include advances to be made by the holder of this Mortgage after this Mortgage is filed of record. Advances are obligatory on part of the Mortgagee, subject to the terms and conditions of the Note. The maximum amount of the unpaid balance of such indebtedness, in the aggregate and exclusive of interest thereon, which shall or will be outstanding at any time, is that set forth above, provided that this Mortgage shall also secure the unpaid balance of advances made for the payment of taxes, assessments, insurance premiums or other costs incurred for the protection of the premises.

The term "Mortgagors" wherever used herein shall include the singular as well as the plural, together with heirs, devisees, administrators, executors, successors and assigns.

Provided, nevertheless, that this Mortgage shall be fully and completely satisfied and discharged when the Mortgagors shall have paid, performed or otherwise satisfied in full the aggregate unpaid principal amount of all loans and accrued interest thereon pursuant to the Note, and all of their covenants and agreements contained in this Mortgage, but until then, this Mortgage shall remain in full force and effect.

IN WITNESS WHEREOF, the said Mortgagor(s), Osvaldo Castro and Anselma Castro have hereunto set our hand(s) this 8th day of June, 19 98.

WITNESSES  
[Signature]

MORTGAGOR(S)  
[Signature]  
Name Osvaldo Castro

Printed: Sandra Castro

[Signature]

[Signature]  
Name Anselma Castro

Printed: CEnaida Castro

Name \_\_\_\_\_

Printed: \_\_\_\_\_

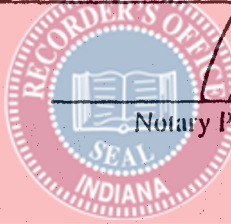
Name \_\_\_\_\_

Printed: \_\_\_\_\_

STATE OF ~~OHIO~~ INDIANA  
COUNTY OF Lake :SS:

The foregoing instrument was acknowledged before me this 8 day of June 19 98, by Osvaldo Castro & Anselma Castro.

My Commission Expires:



[Signature]  
FRANK MARAVILLA  
Notary Public, State of Indiana  
County of Lake  
My Commission Expires 03/25/2008

This Instrument Prepared By:

The Provident Bank

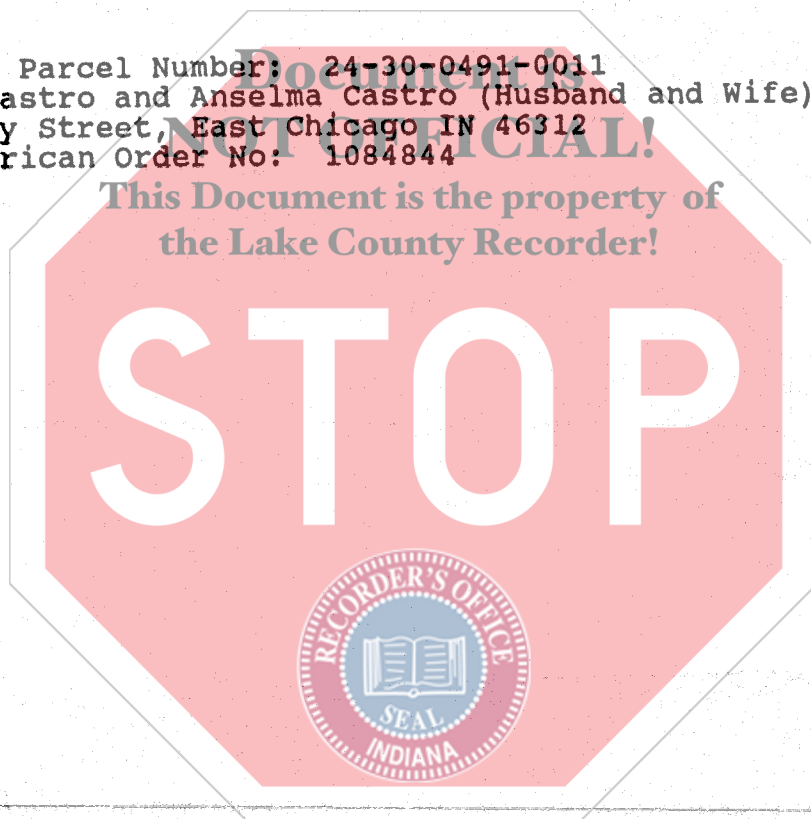
Printed: Barb Spicer  
One East Fourth Street  
Cincinnati, Ohio 45202

EXHIBIT A

LOT 11, BLOCK 15, PARK ADDITION TO INDIANA HARBOR, IN THE  
CITY OF EAST CHICAGO, AS SHOWN IN PLAT BOOK 5, PAGE 32, IN  
LAKE COUNTY, INDIANA

COMMONLY KNOWN AS 4221 CAREY STREET, EAST CHICAGO, INDIANA

Permanent Parcel Number: 24-30-0491-0011  
Osvaldo Castro and Anselma Castro (Husband and Wife)  
4221 Carey Street, East Chicago IN 46312  
First American Order No: 1084844



This Document is the property of  
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