

STATE OF INDIANA
LAKE COUNTY
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**OHIO OPEN-END MORTGAGE
(HOME EQUITY)
Maximum Principal Amount \$ 25,500.00**

FILED First American Equity Loan Services, Inc.
Certification Number
1117898

This MORTGAGE ("Mortgage") is made and entered into on this 20th
day of June, 1998, by and between Moses Paez (Married)

(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 Twenty five thousand Five hundred and 00/100 *****
***** Dollars (\$ 25,500.00) under the Line of Credit established by the HOME EQUITY CREDIT LINE AGREEMENT of even date herewith by and between Mortgagors and Mortgagee (as hereafter amended from time to time, the "Credit Agreement"), 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

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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 Credit Agreement 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

First American Equity Loan Services, Inc.
151 N. Delaware St., Suite 830
Indianapolis, IN 46204

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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 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 and shall have the right to exercise all rights and remedies provided by law or in equity, including without limitation, (a) the right to proceed to protect and enforce its rights by any action at law, in equity or other appropriate proceeding, whether for the specific performance of any agreement contained herein or for an injunction against a violation of any of the terms, conditions, or provisions hereof or in the aid of the exercise of any power granted hereby or by law; (b) the right to declare the entire amount of the Note and all interest thereon, or, at its option, any part of the foregoing, to be immediately due and payable without further demand or notice; (c) the right to, at any time or from time to time, proceed at law or in equity or otherwise to foreclose the lien on this Mortgage as against all or any part of the Premises; (d) upon the filing of a suit or other commencement of judicial proceeding to enforce the rights of the Mortgagee under this Mortgage, Mortgagee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Premises and to receive all receipts therefrom pending such proceedings, with such power as the court making such appointment shall confer; and (e) the right to demand that Mortgagors surrender the possession of the Premises subject to the rights of any lessee, to take possession of all or any part of the Premises together with all books, papers and accounts of Mortgagors pertaining thereto and to operate and manage the same and from time to time to make all needful repairs and improvements as Mortgagee may deem reasonable; and to lease the Premises or any part thereof in the name of and for the account of the Mortgagors and to collect and receive and sequester the rents, revenues and other income after deducting all proper costs and expenses of so taking, holding and managing the same including reasonable compensation to Mortgagee.

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.

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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 Credit Agreement, 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), Moses Paez and Ruth Paez, have hereunto set their hand(s) this 30th day of June, 1998.

WITNESSES:

MORTGAGOR(S)

Oswaldo Castro

Moses Paez
Name Moses Paez

Printed: Oswaldo Castro

Inga J. Dixon

Ruth Paez
Name Ruth Paez

Printed: Inga J. Dixon

Printed: _____

Name

Printed: _____

STATE OF OHIO)

COUNTY OF Lake)

SS:

19 98, the foregoing instrument was acknowledged before me this 30 day of June, by Moses Paez

My Commission Expires:

Notary Public

FRANK MARAVILLA

Notary Public, State of Indiana
County of Lake

My Commission Expires 03/25/2008

This Instrument Prepared By:

The Provident Bank

Barb Spicer

Printed: _____

One East Fourth Street
Cincinnati, Ohio 45202

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EXHIBIT A

Lot 5, in Block 2, in Fischrupp's Addition to the town, now city of Whiting, as per plat thereof, recorded in Plat Book 2, Page 21, in the Office of the Recorder of Lake County, Indiana.

Permanent Parcel Number: 28-29-0073-0005

Moses Paez

1539 John Street, Whiting IN 46394

Loan Reference Number : L1998060400036

First American Order No: 1117898

