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STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

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MORRIS W. CATITER RECORDER

First American Equity Loan Services, inc.

MORTGAGE

National City Bank of Indiana

H 12-0008/	(Borrower/Mortgagor)	P.O. Box 5056 Indianapolis, Indiana 46255
This Indenture Witnesseth, That T	imothy J. Durham and Julie K. Du	rham (Husband and Wife)
(singly or jointly "Mortgagor") of Lake		unty, State of Indiana, MORTGAGES
and WARRANTS to National City Bank of Indiana, ("Mortgagee") the following described real estate located in Lake County Indiana:		
Common address: 1522 CRESTWOOD Driv	County, Indiana: ve Lowell	Lowell Cedar Creek IN
(Street Address or R.R.)	(City)	(Twp.) (State)
The Legal Description as follows:		
LOT 85 WOODLAND MANOR UNIT 3, AS		O IN PLAT BOOK 49, PAGE 123, IN
THE OFFICE OF THE RECORDER OF LAKE	COUNTY, INDIANA.	
/	Decrees	
	Document is	
N	OT OFFICIA	L!
This D	ocument is the prop	erty of
	Lake County Record	
	Marie Country Record	
17-04-0114-0011		
together with all rights, privileges, interest or appertaining to such real estate (collectissues, income and profits thereof, to s following documents (whether promisson the ("Loan Documents"):	TO EDICO	
a promissory note, <u>Septe</u>	mber 12 , 1998 in the	amount of \$ 30,000.00
and		
with terms of payment as provided therei together with all other obligations provided		amendments and replacements thereof,
For the purpose of inducing the N to the Mortgagee, that Mortgagor is the offree and clear from all encumbrance	wner in fee-simple of the Mortgag	by secured, the Mortgagor represents ged Premises, that legal title thereto is nature, except current taxes and
Farmers Home Administration	Instrument No. 92-0	040174 ;
and that the Mortgagor has the capacity a Mortgagor covenants and agrees with Mo	nd the authority to execute this N	Mortgage.
FIRST: Mortgagor will pay all indebtednes and reasonable attorneys' fees, all without	s secured by this Mortgage when	due, together with costs of collection
SECOND: Mortgagor shall pay all taxes or part thereof when due and before penalt Mortgaged Premises or any part thereof	assessments levied or assessed a ies accrue. Also, Mortgagor shal	against the Mortgaged Premises or any III not permit any lien to attach to the
written consent. THIRD: Mortgagor shall keep the Mortgag commission of waste thereon. Mortgagor extended coverage) insurance in an amore hereby or the replacement value of the Mortgagee and value of the Mortgagee and value of the Mortgagee may, at its option a necessary to perfect or preserve the seculular not limited to, insurance premiums Mortgaged Premises or any part thereof as o paid shall be and become a part of the	ors shall procure and maintain light which is at least equal to the ortgaged Premises, if greater, sucwith a standard Mortgagee endors and from to time, pay all sums of inity intended to be given by the states, assessments and liens would all costs, expenses and attorned mortgage debt secured hereby as	n effect at all times hazard (fire and total amount of indebtedness secured the insurance to be in amounts and with ement in favor of Mortgagee money which in its judgment may be his Mortgage. Such sums may include, thich may be or become a lien upon the neys' fees incurred. All sums of money and payable forthwith at the same rate
of interest that is disclosed in the Loan I	Jocuments and the Mortgagee s	nail be subrogated to any lien so paid

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001200081 (Rev. 6/97) 0220M

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 is a trustee or receiver shall be appointed for Mortgagor or for any part the Mortgaged Premises the entire indebtedness secured herby 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 Mortgaged Premises and collect all repts issues income or profits, during the period of foreclosure and 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 this Mortgage. All rights and remedies of Mortgagee hereunder are cumulative and 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 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 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 \$30,000.00 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. 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 this Mortgage, when evidenced by promissory notes or other evidence of indebtendess stating that said notes or other evidence of indebtendess are secured hereby. EIGHTH: All rights and obligations of Mortgagor hereunder shall be binding upon all heirs, successors, assigns and legal representatives and shall inure to the benefit of Mortgagee and its successors, assigns and legal representatives. IN WITNESS WHEREOF, Mortgagor has executed this Mortgage on this 12th Signature Signature Timothy J. Durhan Printed Signature ulie K. Durham Printed STATE OF COUNTY OF_ Before me, a Notary Public in and for said County and State, appeared _ Timothy J. Durham and Julie K. Durham (Husband and Wife) each of whom, having been duly sworn, acknowledged the execution of the foregoing Mortgage. _ day of September Signature 🚤 My Commission Expires: 12-19-99 Printed Name -

This Instrument Prepared by: First American Equity Loan Services, Inc. (under the direction of National City Bank of Indiana)

(Rev. 6/97) 0264M

EXHIBIT A

LOT 85 WOODLAND MANOR UNIT 3, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 49, PAGE 123, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Permanent Parcel Number: 17-04-0114-0011
Timothy J. Durham and Julie K. Durham (Husband and Wife)
1522 CRESTWOOD Drive, Lowell IN 46356
Loan Reference Number 197-13964752
First American Order No: 1200081
the Lake County Recorder!

