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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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First American Equity Loan Services, Inc.
Certification Number
1384907

MORRIS W. CARTER
RECORDER

**MORTGAGE
(Borrower/Mortgagor)**

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

This Indenture Witnesseth, That Theodore A. Berdine and Lynn A. Berdine (Husband and Wife)
(singly or jointly "Mortgagor") of Lake County, 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: 7822 Northcote Avenue Hammond Hammond IN
(Street Address or R.R.) (City) (Twp.) (State)

The Legal Description as follows:

THE SOUTH 2.5 FEET OF LOT 39, LOTS 40 AND 41, AND LOT 42, EXCEPT THE SOUTH 2.5 FEET THEREOF,
IN UNIT 26 OF WOODMAR IN HAMMOND, INDIANA, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK
19, PAGE 25, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.



26-36-0450-0040

together with all rights, privileges, interest, easements, improvements and fixtures now or hereafter located upon
or appertaining to such real estate (collectively referred to as the ("Mortgaged Premises")), and all leases, rents,
issues, income and profits thereof, to secure all obligations of Mortgagor to Mortgagee evidenced by the
following documents (whether promissory notes, guaranties, letters of credit or other documents collectively
the ("Loan Documents")):

a promissory note, MARCH 23, 1999 in the amount of \$17,000.00
and _____

with terms of payment as provided therein, and all renewals, extensions, amendments and replacements thereof,
together with all other obligations provided for under this Mortgage.

For the purpose of inducing the Mortgagee to make the loans hereby secured, the Mortgagor represents
to the Mortgagee, that Mortgagor is the owner in fee-simple of the Mortgaged Premises, that legal title thereto is
free and clear from all encumbrances of whatsoever kind of nature, except current taxes and
Stability Inc. Instrument No. 93-045801 ;

and that the Mortgagor has the capacity and the authority to execute this Mortgage.
Mortgagor covenants and agrees with Mortgagee that:

FIRST: Mortgagor will pay all indebtedness secured by this Mortgage when due, together with costs of collection
and reasonable attorneys' fees, all without relief from valuation and appraisal laws.

SECOND: Mortgagor shall pay all taxes or assessments levied or assessed against the Mortgaged Premises or any
part thereof when due and before penalties accrue. Also, Mortgagor shall not permit any lien to attach to the
Mortgaged Premises or any part thereof or further encumber the Mortgaged Premises without Mortgagee's prior
written consent.

THIRD: Mortgagor shall keep the Mortgaged Premises in good repair at all times and shall not commit or allow the
commission of waste thereon. 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 the total amount of indebtedness secured
hereby or the replacement value of the Mortgaged Premises, if greater, such insurance to be in amounts and 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.

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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 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 foreclosure, Mortgagee may take possession of the 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 tot he 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 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 \$17,000.00 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.

This mortgage shall also secure the payment of any other liabilities, joint, several, direct, indirect, or otherwise, of Mortgagor to the holder of this Mortgage, when evidenced by promissory notes or other evidence of indebtedness stating that said notes or other evidence of indebtedness 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 23RD day of MARCH, 1999.

Signature _____	<u>Theodore A. Berdine</u> Signature Theodore A. Berdine
Printed _____	<u>Theodore A Berdine</u> Printed
Signature _____	<u>Lynn A. Berdine</u> Signature Lynn A. Berdine
Printed _____	<u>Lynn A. Berdine</u> Printed

STATE OF Indiana
COUNTY OF LaKE SS.

Before me, a Notary Public in and for said County and State, appeared _____
Theodore A. Berdine and Lynn A. Berdine (Husband and Wife)

each of whom, having been duly sworn, acknowledged the execution of the foregoing Mortgage.

Witness my hand and Notarial Seal this 23rd day of March 1999

County of Residence: Porter Signature Ellen M Schultz

My Commission Expires: 02/03/08 Printed Name ELLEN M. SCHULTZ

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