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12<sup>th</sup>

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

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MICHAEL 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 JOHN WESTMORELAND AND DIANNE WESTMORELAND 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: 8756 TYLER ST MERRILLVILLE ( ) IN (MERRILLVILLE)  
(Street Address or R.R.) (City) (Twp.) (State)

**The Legal Description as follows:**

LOT 34, BLOCK 1, IN WESTWOOD, AS SHOWN IN PLAT BOOK 73, PAGE 32, LAKE  
COUNTY, INDIANA.



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, dated 07/12/1999, in the amount of \$ 29163.00  
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 \_\_\_\_\_ ;

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 time 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 if 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 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 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 limitation of any rights or remedies which Mortgagee 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 \$ 38302.32 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 12<sup>th</sup> day of July, 1999.

John Westmoreland  
Signature

JOHN WESTMORELAND  
Printed

Dianne Westmoreland  
Signature

DIANNE WESTMORELAND  
Printed

Signature

Signature

Printed

Printed

STATE OF IN

COUNTY OF LAKE SS.

Before me, a Notary Public in and for said County and State, appeared HUSBAND AND WIFE  
JOHN WESTMORELAND AND DIANNE WESTMORELAND

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

Witness my hand and Notarial Seal this 12 day of July, 1999.

County of Residence: Lake

Signature Josephine A. Dedo

My Commission Expires: 12-19-99

Printed Name Josephine A. Dedo

This Instrument prepared by Jeff Smith of National City Bank of Indiana