

60-353

5482 4180 9502 4626

1200

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

99085433

99 OCT 18 AM 9:18

MORRIS W. CARTER  
RECORDER

**Mortgage**  
(Borrower/Mortgagor)  
Open End Line of Credit

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

This Indenture Witnesseth, That GERALD ELLIS RIDDLE AND WAVA MARIA RIDDLE 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 5598 VAN BUREN ST MERRILLVILLE (MERRILLVILLE) IN  
(Street Address or R.R.) (City) (Twp.) (State)

The Legal Description as follows:

LOT TWENTY-ONE (21), IN BLOCK "O", IN MEADOWLAND ESTATES PART NO. 2  
OF UNIT NO. 2, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 31, PAGE 7, IN  
THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.



together with all rights, privileges, interests, 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 the payment and all obligations of Mortgagor to Mortgagee under a certain Loan Agreement dated 05/03/1999, that establishes an open end line of credit for the Mortgagor in the amount of \$ 50000 with future advances, interest, and terms of payment as therein provided, or as extended or renewed, executed by Mortgagor to Mortgagee. Mortgagor covenants and agrees with Mortgagee that:

FIRST. Mortgagor is 18 years of age, or over, a citizen of the United States, and the owner in fee-simple of the Mortgaged Premises free and clear of all liens and encumbrances except for the lien of taxes and assessments not delinquent and \_\_\_\_\_

SECOND. 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.

THIRD. 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 mechanic's lien to attach to the Mortgaged Premises or any part thereof or further encumber the Mortgaged Premises without Mortgagee's prior written consent.

FOURTH. Mortgagor shall keep the Mortgaged Premises in good repair at all times and shall not commit or allow the commission of waste thereof. Mortgagor 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 loan amount after taking into account insurable value as multiplied by the applicable coinsurance percentage, such insurance to be in amounts and with companies acceptable to Mortgagee and with a standard Mortgagee clause in favor of Mortgagee.

FIFTH. Mortgagee may, at its option and from time to time, advance and 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

(8/87) 0250M

102 04  
099005-028  
11-85

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 \$ \_\_\_\_\_ 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 3 day of May, 1999.

Gerald Ellis Riddle  
Signature

GERALD ELLIS RIDDLE

Printed

Signature

Printed

Wava Maria Riddle  
Signature

WAVA MARIA RIDDLE

Printed

Signature

Printed

STATE OF IN

COUNTY OF LAKE SS.

Before me, a Notary Public in and for said County and State, appeared \_\_\_\_\_

GERALD ELLIS RIDDLE AND WAVA MARIA RIDDLE

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

Witness my hand and Notarial Seal this 3 day of May, 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