

Chicago Title Insurance Company

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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The First National Bank Of Chicago
Mortgage (Installment Loan or Line of Credit) - Indiana

MORRIS W. CARTER
Loan Number: 1110206944548 RECORDER

This Mortgage is made on April 28, 1999, between the Mortgagor(s),
CRAIG P. KLOSS AND ELIZABETH A. KLOSS, HUSBAND AND WIFE

whose address is 8711 E LAKE SHORE DR MILLER BEACH, IN 464031414 and the Mortgagee,
The First National Bank Of Chicago whose address is
One First National Plaza
Chicago, IL 60670

Document is
NOT OFFICIAL!
This Document is the property of

(A) Definitions.

- (1) The words "borrower," "you" or "yours" mean each Mortgagor, whether single or joint, who signs below.
- (2) The words "we," "us," "our" and "Bank" mean the Mortgagee and its successors or assigns.
- (3) The word "Property" means the land described below. Property includes all buildings and improvements now on the land or built in the future. Property also includes anything attached to or used in connection with the land or attached or used in the future, as well as proceeds, rents, income, royalties, etc. Property also includes all other rights in real or personal property you may have as owner of the land, including all mineral, oil, gas and/or water rights.

(B) Amount Owed, Maturity, Security.

If you signed the agreement described in this paragraph, you owe the Bank the maximum principal sum of \$34,000.00, plus all disbursements made to you or on your behalf by the Bank pursuant to a loan agreement dated April 28, 1999, which is incorporated herein by reference. You must repay the full amount of the loan, including principal and interest, if not sooner due pursuant to the Agreement, no later than May 10, 2014. Interest on the outstanding principal shall be calculated on a fixed or variable rate as referenced by your Agreement. As security for all amounts due to us under your Agreement, and all extensions, amendments, renewals or modifications of your Agreement, you convey, mortgage and warrant to us, subject to liens of record as of the date hereof, the Property located in the _____ of Miller Beach, Lake Co., In, County, Indiana as described below:

EAST HALF OF LOT 10, WEST 5 FEET OF LOT 12 AND ALL OF LOT 11, BLOCK 2 IN YOUNGS HIGHLANDS, IN THE CITY OF GARY AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 15 PAGE 15, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.



Property Address 8711 E LAKE SHORE DR MILLER BEACH, IN 464031414

(C) Borrower's Promises. You promise to:

- (1) Pay all amounts when due under your Agreement, including interest, and to perform all duties of the Agreement and/or this Mortgage. (A Mortgagor who has not signed the Agreement, has no duty to pay amounts owed under the Agreement.)
- (2) Pay all taxes, assessments and liens that are assessed against the Property when they are due. If you do not pay the taxes, assessments or liens, we can pay them, if we choose, and add what we have paid to the amount you owe us under your Agreement, with interest to be paid as provided in that Agreement.
- (3) Not execute any mortgage, security agreement, assignment of leases and rentals or other agreement granting a lien against your interest in the property without our prior written consent, and then only when the document granting that lien expressly provides that it shall be subject to the lien of this Mortgage.
- (4) Keep the Property in good repair and not damage, destroy or substantially change the Property.
- (5) Keep the Property insured against loss or damage caused by fire or other hazards with an insurance carrier acceptable to us. The insurance policy must be payable to us and name us as Insured Mortgagee

DMTG.LPD (5/97)

OTIO Has made an accommodation recording of the instrument. We Have made no examination of the instrument or the land affected.

Handwritten initials and date: 10/19

for the amount of your loan. You must deliver a copy of the policy to us if we request it. If you do not obtain insurance, or pay the premiums, we may do so and add what we have paid to the amount you owe us under your Agreement with interest to be paid as provided in the loan agreement. At our option, the insurance proceeds may be applied to the balance of the loan, whether or not due, or to the rebuilding of the Property.

(6) Keep the Property covered by flood insurance if it is located in a specially designated flood hazard zone.

(D) Hazardous Substances. You shall not cause or permit the presence, use, disposal or release of any hazardous substances on or in the Property. You shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any environmental law. You shall promptly give us written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property or release of any hazardous substance on the Property. If you are notified by any governmental or regulatory authority that any removal or other remediation of any hazardous substance affecting the Property is necessary, you shall promptly take all necessary remedial actions in accordance with applicable environmental laws.

(E) Default. If you do not keep the promises you made in this Mortgage or in any prior mortgage or you fail to meet the terms of your Agreement, you will be in default. If you are in default, we may use any of the rights or remedies stated in your Agreement including, but not limited to, those stated in the default, remedies on default, and/or reducing the credit limit paragraphs or as otherwise provided by applicable law. If we accelerate your outstanding

balance and demand payment in full, you give us the power and authority to sell the property according to procedures allowed by law, including foreclosure by advertisement. The proceeds of any sale will be applied first to any costs and expenses of the sale, including the costs of any environmental investigation or remediation paid for by us, then to reasonable attorney's fees and then to the amount you owe us under your Agreement. After default, you agree to pay all of our fees incurred in preparing for or filing a foreclosure complaint, including attorney's fees, receiver's fees and court costs and all other costs of collection.

(F) Due on Sale. If you sell or transfer all or any part of the Property or any interest in the Property without our prior written consent, the entire balance of what you owe us under your Agreement is due immediately.

(G) Eminent Domain. Notwithstanding any taking under the power of eminent domain, you shall continue to pay the debt in accordance with the terms of the Agreement until any award or payment shall have been actually received by you. By signing this Mortgage, you assign the entire proceeds of any award or payment and any interest to us.

(H) Other Terms. We do not give up any of our rights by delaying or failing to exercise them at any time. Our rights under the Agreement and this Mortgage are cumulative. You will allow us to inspect the Property on reasonable notice. This shall include the right to perform any environmental investigation that we deem necessary and to perform any environmental remediation required under environmental law. Any investigation or remediation will be conducted solely for our benefit and to protect our interests. If any term of this Mortgage is found to be illegal or unenforceable, the other terms will still be in effect.

By Signing Below, You Agree to All the Terms of This Mortgage.

X Craig Kloss
Borrower: CRAIG KLOSS

X Elizabeth Ward Kloss
Borrower: ELIZABETH WARD KLOSS



STATE OF INDIANA)
COUNTY OF)

I, Terry Ann Payank, a notary public in and for the above county and state, certify that CRAIG P. KLOSS AND ELIZABETH A. KLOSS, HUSBAND AND WIFE

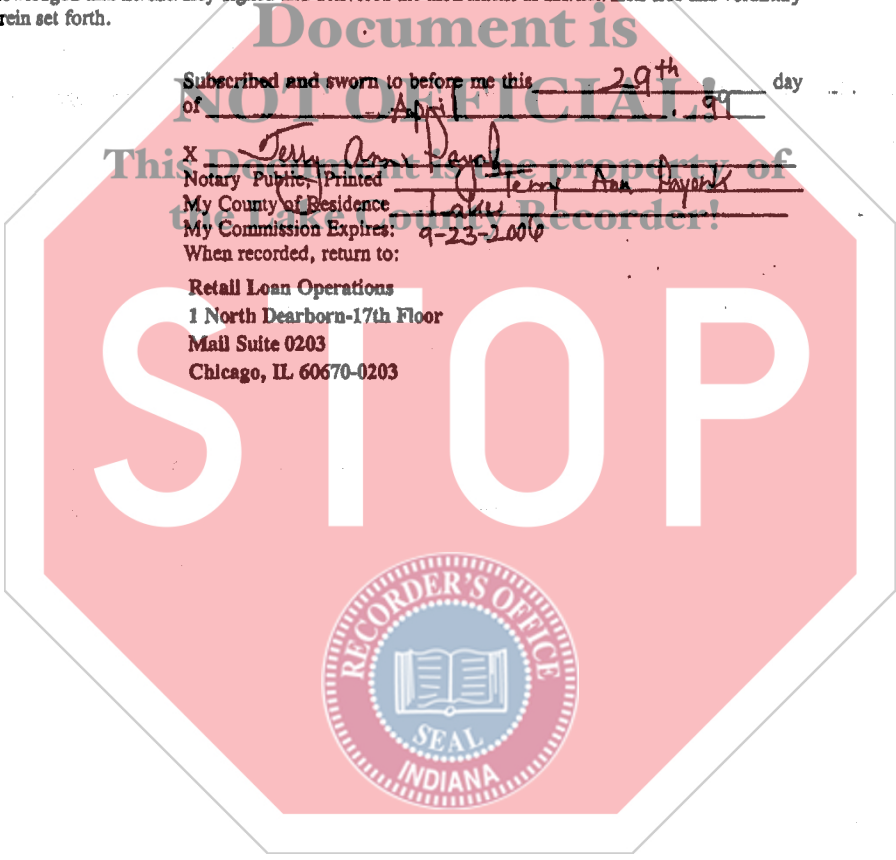
personally known to me to be the same person whose name is (or are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed and delivered the instrument as his/her/their free and voluntary act for the use and purposes therein set forth.

Subscribed and sworn to before me this 29th day of April, 99

X Terry Ann Payank
Notary Public, Printed Terry Ann Payank
My County of Residence Lake
My Commission Expires: 9-23-2006
When recorded, return to:

Drafted by:
STEPHANIE WIDUCH
Mail Suite 2028
Chicago, IL 60670-2028

Retail Loan Operations
1 North Dearborn-17th Floor
Mail Suite 0203
Chicago, IL 60670-0203





FIRST CHICAGO BANK
The First National Bank of Chicago

Mail Suite IL10203
One First National Plaza
Chicago, Illinois 60670
Telephone: (312) 732-4000

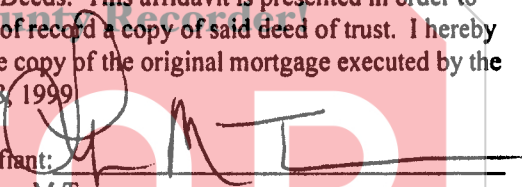
Affidavit

I, Lynn M Toran, Assistant vice-president, of The First National Bank of Chicago, do hereby swear that on or about April 28, 1999, Craig P Kloss and Elizabeth Kloss executed a note and mortgage in the amount of \$34,000.00, in favor of The First National Bank of Chicago. The legal description of the property affected by said mortgage is as follows:

EAST HALF OF LOT 10, WEST 5 FET OF LOT 12 NAD ALL OF LOT 11, BLOCK 2 IN YOUNGS HIGHLANDS, IN THE CITY OF GARY AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 15 PAGE 15, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

That as a result of inadvertent error the original mortgage has been lost and as such has not been placed of public record with the Lake County County Recorder of Deeds. This affidavit is presented in order to induce Lake County County Recorder of Deeds to place of record a copy of said deed of trust. I hereby swear that the copy hereby attached is a true and accurate copy of the original mortgage executed by the borrowers Craig P Kloss and Elizabeth Kloss on April 28, 1999

Dated: September 10, 1999

Affiant: 
Lynn M Toran
Assistant Vice President
First National Bank of Chicago

County of Cook
State of Illinois

I, Mary Lou Reetz, a Notary Public in and for said County, in the State aforesaid, do hereby certify, that Lynn M Toran, Assistant vice-president, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth. Given under my hand and seal this 10th day of September, A.D. 1999.


Notary Public

This instrument was prepared by:
Lynn M Toran
First National Bank of Chicago
One First National Plaza, Suite IL10203
Chicago, IL 60670-0482

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