

350

2

1200

99088103

FILED

99 OCT 27 AM 9:01

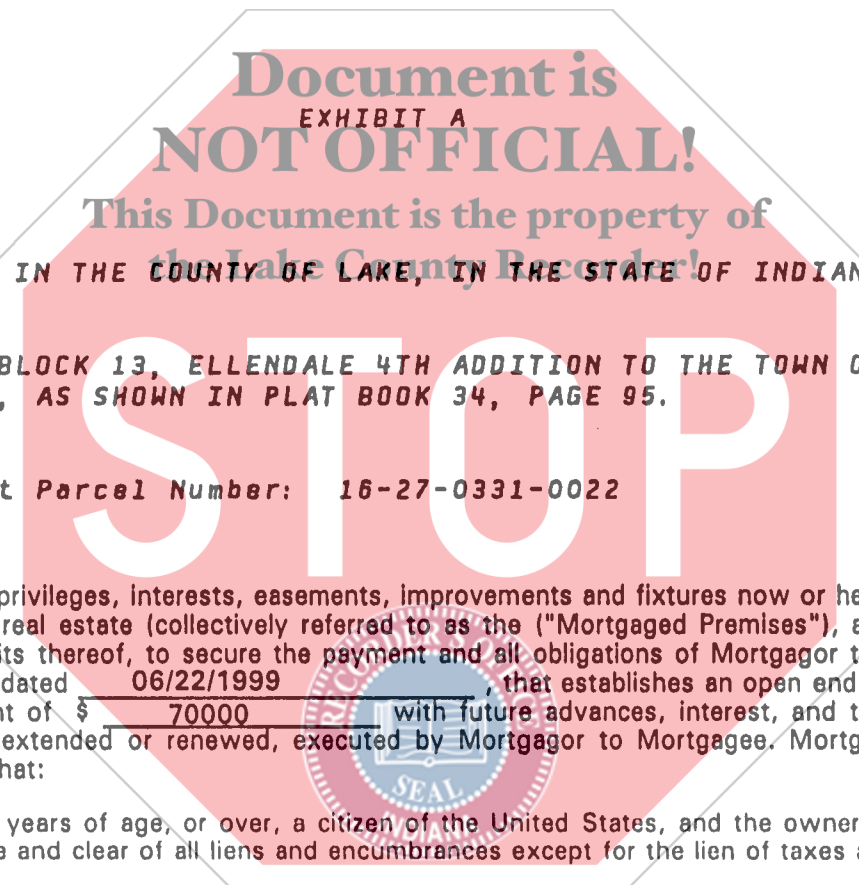
REC'D BY WRITER
RECORDER

Mortgage
(Borrower/Mortgagor)
Open End Line of Credit

National City Bank of Indiana
101 West Washington Street
P.O. Box 5058
Indianapolis, Indiana 46255

This Indenture Witnesseth, That ANDREW M KUSEK, JR.
(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 9448 FARMER DRIVE HIGHLAND (NORTH) IN
(Street Address or R.R.) (City) (Twp.) (State)

The Legal Description as follows:



SITUATED IN THE COUNTY OF LAKE, IN THE STATE OF INDIANA, TO
WIT:

LOT 22, BLOCK 13, ELLENDALE 4TH ADDITION TO THE TOWN OF
HIGHLAND, AS SHOWN IN PLAT BOOK 34, PAGE 95.

Permanent Parcel Number: 16-27-0331-0022

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 06/22/1999, that establishes an open end line of credit for the Mortgagor in the amount of \$ 70000 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

12-

#09760823D

lien upon the Mortgaged Premises or any part thereof and all costs, expenses and attorneys' fees incurred. All sums of money so advanced shall be and become a part of the mortgage debt secured hereby and payable forthwith at the same rate of interest that is disclosed on the attached Loan Agreement and the Mortgagee shall be subrogated to any lien so paid by it.

SIXTH. If Mortgagor shall sell, assign or otherwise transfer ownership of or any interest in the Mortgaged Premises or any part thereof without the 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. Upon any default by Mortgagor under this Mortgage or in the payment when due of any amounts under the Loan Agreement or 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 of 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 have 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 Mortgaged 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 to 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.

This Document is the property of

EIGHTH. That it is contemplated that the Mortgagee may make future advances to the Mortgagor, in which event this Mortgage shall secure the payment of any and all future advances or additional loans of any additional amount, provided that at no time shall the total amount owed by the Mortgagor to Mortgagee and secured by this Mortgage exceed the sum of \$250,000.00 and provided further that such future advances or additional loans are equally secured and to the same extent as the amount originally advanced on the security of this Mortgage. Such future advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes or other evidence of indebtedness stating that said notes or other evidence of indebtedness are secured hereby. The Mortgagee at its option may accept a renewal note, or notes, 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.

NINTH. All rights and obligations of Mortgagor hereunder shall be binding upon their 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 22nd day of June, 1999.

Signature Andrew M. Kusek, Jr. Signature _____
Printed Name ANDREW M KUSEK Printed Name _____

STATE OF Indiana
COUNTY OF Lake SS.

Before me, a Notary Public in and for said County and State, appeared _____
ANDREW M KUSEK, JR.

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

Witness my hand and Notarial Seal this 22ND day of June, 1999.

County of Residence: Lake Signature Mary M Whelan
My Commission Expires: 11-28-06 Printed Name MARY M WHELAN

This Instrument prepared by Ray A. Murray of National City Bank of Indiana