

STATE OF INDIANA
LAKE COUNTY
FULLY RECORDED

2000 024460

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LAKE COUNTY RECORDER

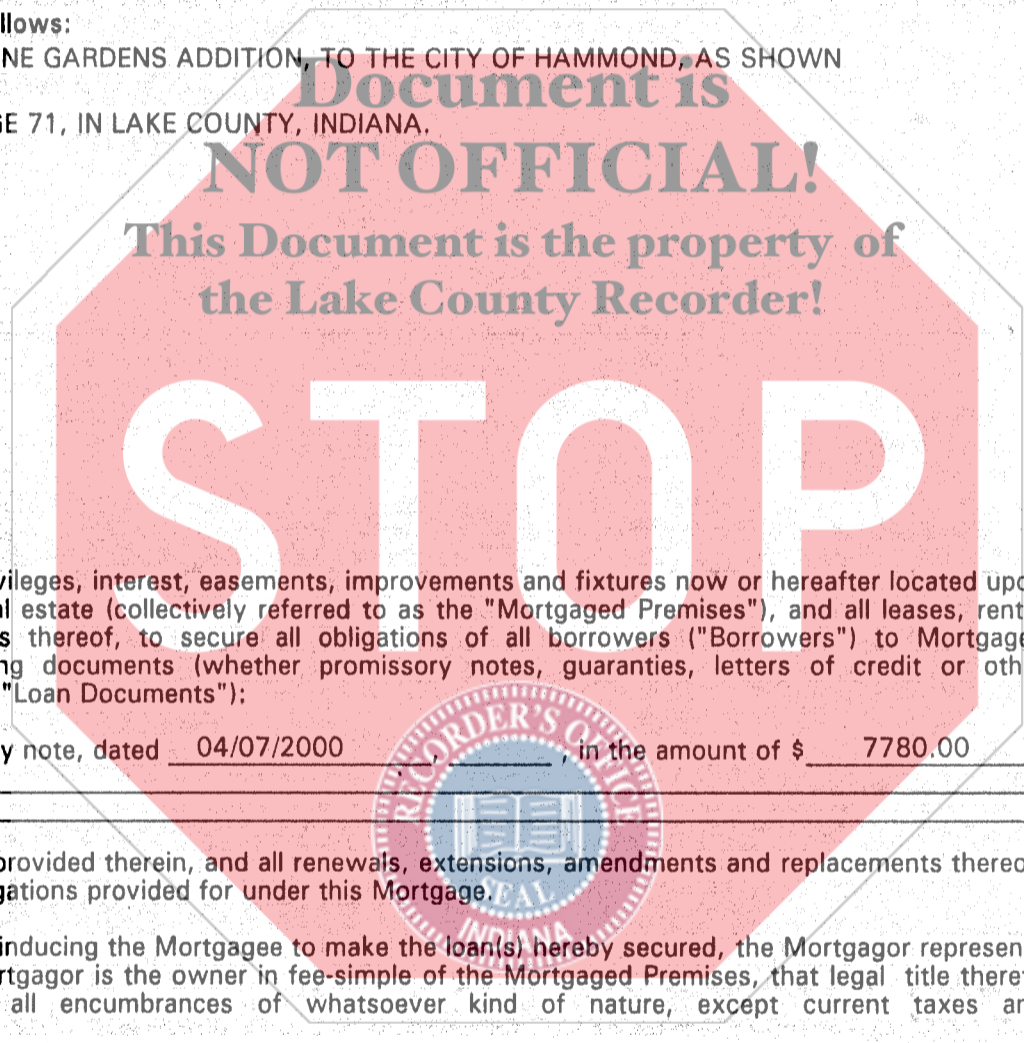
MORTGAGE
(Borrower/Mortgagor)

RETURN TO:
National City
P O Box 5570, Loc. #7120
Cleveland OH 44101

This Indenture Witnesseth, That EDDIE EDHE R PODGORSKI AND DEON PODGORSKI HUSBAND AND WIFE
(singly or jointly "Mortgagor") of LAKE County, State of Indiana, **MORTGAGES**
and **WARRANTS** to National City Bank, ("Mortgagee") the following described real estate located in
LAKE County, Indiana:
Common address: 6642 TENNESSEE AVE HAMMOND (NORTH) IN
(Street Address or R.R.) (City) (Twp.) (State)

The Legal Description as follows:

LOT 23, BLOCK 17, CLINE GARDENS ADDITION, TO THE CITY OF HAMMOND, AS SHOWN
IN PLAT BOOK 31, PAGE 71, IN 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 all borrowers ("Borrowers") 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 04/07/2000, in the amount of \$ 7780.00
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 loan(s) 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: Borrowers 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.

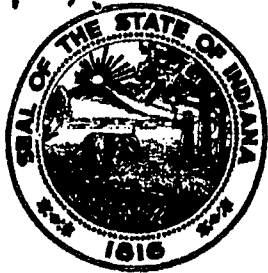
SECOND: Mortgagor shall pay all taxes or assessments levied or assessed against the Mortgaged Premises or any part thereof when due and before penalties accrue. Also, Mortgagor shall not permit any lien to attach to the Mortgaged Premises or any part thereof or further encumber the Mortgaged Premises 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.

→ The Loan Zone
15 W. 80th Place
Merrillville, IN 46410

#3602 11/00
Lm



Certification Letter

Morris W. Carter
Recorder of Deeds
Lake County Indiana
2293 North Main Street
Crown Point, In 46307
219-755-3730
fax: 219-648-6028

State of Indiana)
) SS
County of Lake)

This is to certify that I, Morris W. Carter, Recorder of Deeds of Lake County, Indiana am the custodian of the records of this office, and that the foregoing is a full, true and complete copy of

a COMMISSIONER'S QUIT-CLAIM DEED

as recorded

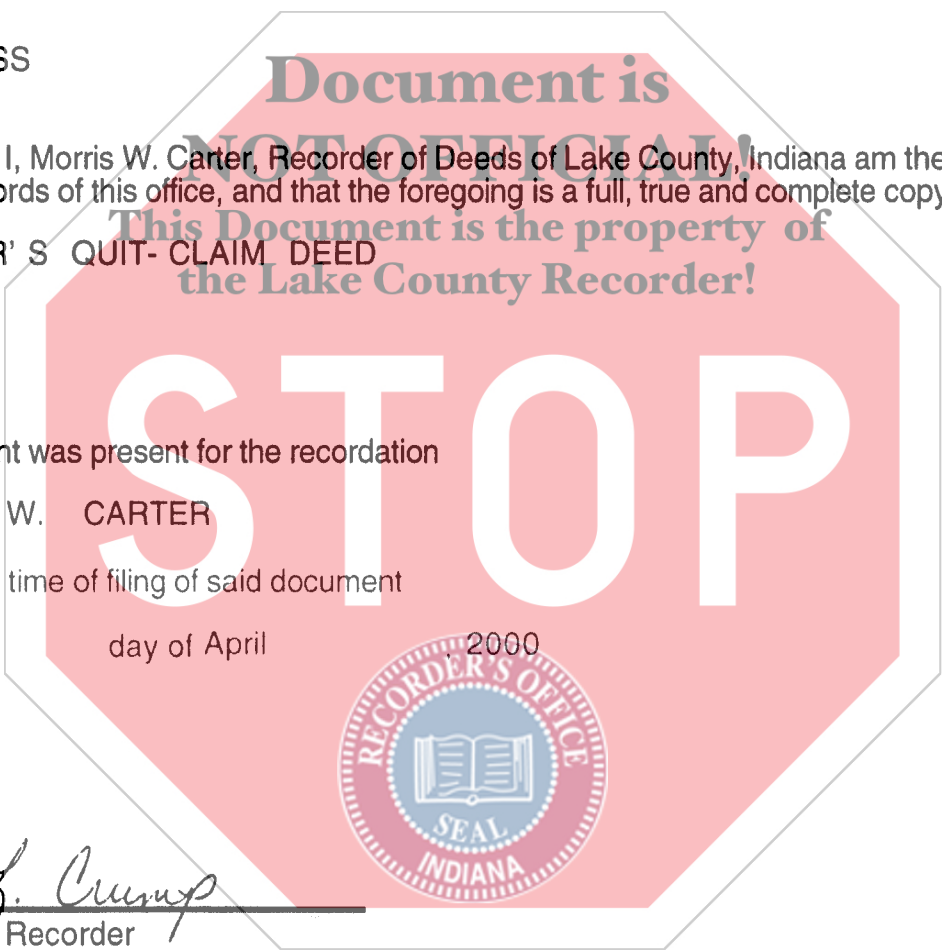
in 9902187

as this said document was present for the recordation

when MORRIS W. CARTER

was Recorder at the time of filing of said document

Dated this 10 day of April, 2000



April L. Crump
Deputy Recorder

Morris W. Carter

Morris W. Carter, Recorder of Deeds
Lake County Indiana

ACKNOWLEDGMENT OF PRINCIPAL
(Individual or Partners)

STATE OF Indiana
County of Lake } ss

On this 29th day of March, 2000, before me personally appeared
Rick Kickert dba Kickert's Kutters

known to me to be the individual described in and who executed the foregoing instrument and
acknowledged to me that he executed the same.

My commission expires

6-15

07

Louise A. Kemp

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL
(Corporate Officer)
This Document is the property of
the Lake County Recorder!

STATE OF _____
County of _____ } ss

On this _____ day of _____, before me,
personally appeared _____, who acknowledged himself to be the
_____ of _____, a corporation,
and that he as such officer being authorized so to do, executed the foregoing instrument for the pur-
poses therein contained by signing the name of the corporation by himself as such officer.

My commission expires



Notary Public

Western Surety Company

License or Permit No. _____

LICENSE AND PERMIT
BOND

As

of _____

State of _____

Name of Applicant

Address

Filed _____

Approved this _____

day of _____

SIXTH: If Mortgagor shall permit filing an encumbrance senior to this Mortgage or 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: Upon any default by Mortgagor under this Mortgage or upon any default under the terms of the Agreement secured by this Mortgage, 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 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.

EIGHTH: That it is contemplated that the Mortgagee may make future advances to the Borrowers, in which event this Mortgage shall secure the payment of any and all future advances of any additional amount, provided that at no time shall the maximum amount secured by this Mortgage exceed the sum of \$ 11,990.16 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 Agreement, or replacement Agreement, 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 or priority 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 all heirs, successors, assigns and legal representatives and shall inure to the benefit of Mortgagee and its successors, assigns and legal representatives.

TENTH: Any Mortgagor who signs this Mortgage but does not sign the Agreement does so only to mortgage Mortgagor's interest in the Mortgaged Premises to secure payment and performance of the Agreement and Mortgagor does not agree to be personally liable on the Agreement.

ELEVENTH: This Mortgage is governed by the laws of Ohio, except to the extent otherwise required by the laws of Indiana, and applicable federal law.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage on this 7TH day of APRIL 2000

Eddie R. Podgorski
Signature

EDDIE R. PODGORSKI
Printed

Deon M Podgorski
Signature

DEON M. PODGORSKI
Printed

STATE OF INDIANA

COUNTY OF LAKE SS.

Before me, a Notary Public in and for said County and State, appeared EDDIE R. PODGORSKI AND DEON PODGORSKI

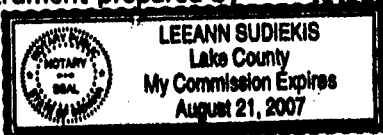
each of whom, having been duly sworn, acknowledged the execution of the foregoing Mortgage.

Witness my hand and Notarial Seal this 7TH day of APRIL 2000

County of Residence: LAKE Signature: Leeann Sudiekis

My Commission Expires: 08-21-2007 Printed Name: LEEANN SUDIEKIS

This Instrument prepared by KATIE ALLEN of National City Bank



2