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Return To: First American Equity Loan Services, MC MORTGAGE RECORDER National City 151 N. Delaware St., Suite 1830 (Borrower/Mortgagor) National City P C Box 557 National City Indianapolis, IN 46204

P C Box 5570, Loc. #7120 Cleveland OH 44101

							
This Indenture W	litnesseth, That	JOSEPH NAURA	CY AND GE	RALDINE NA	URACY HUSE	KAND AND Y	VIFE
(singly or jointly "N					State of Ind		
and WARRANTS	•		gee") the f	ollowing de	scribed real	estate	located in
LAKE	County, Indiana					1.	e si Misire
Common address:	5719 WHITE OAK	AVE EAST	CHICAGO	(NORTH_	<u> </u>		
	(Street Address or R.R.)		(City)		(Twp.)		(State)
The Legal Description	n as follows:			er.		•	
THAT PART OF	GOVERNMENT LOT	5 IN SECTION 3	2, TOWNSH	IIP 37 NORT	H, RANGE 9		
	ECOND PRINCIPAL					F*	
	NA, DESCRIBED AS						
	CTION 32 WITH TE					• •	k the office
	ALSO THE CENTER						/
THENCE NORTH	ALONG SAID CENT	ERLINE, A DIST	ANCE OF 18	0.00 FEET 7	THE PLAC	E	

OF BEGINNING OF THIS DISTANCE OF 60.00 FEET; THENCE EAST AT RIGHT ANGLES TO SAID CENTERLINE OF WHITE OAK AVENUE EXTENDED, A DISTANCE OF 170.00 FEET; TO THE PLACE OF BEGINNING CAND COMMONLY KNOWN AS 5719 WHITE OAK AVENUE,

First American Equity Loan Services, Inc

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 05/09/2000

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:

EAST CHICAGO, IN.

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 appraisement 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

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.

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FIFTH: Upon any default by Mortgagor under this Mortgage or any default by Borrowers or Mortgagor 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 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 Mortgages 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

SEVENTH: That it is contemplated that the Mortgages may make future advances or additional loans to the Mortgager or Borrowers, in which event this Mortgage shall secure the payment of any and all such future advances and of any additional loans, provided that at no time shall the maximum amount secured by this Mortgage exceed the sum of \$250,000,00 and provided further that such future advances are equally secured and to the same extent and priority as the amount originally advanced on the sourists of the security as the amount originally advanced on the sourists of the security as the amount originally advanced on the sourists of the security o 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

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.

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

TENTH: 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 4th day of May, 2000

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Signature			Signature			15
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Signature,		•	Signature		()	•
JOSE	PH NAURACY		, i	GERALDINE	NAUBACY	
Printed			Printed		:	• •
STATE OF Indi	ana					
COUNTY OF Lake	# \$, , , , , , , , , , , , , , , , , , , 	e. appeared £		e.	
JOSEPH NAURACY A	ublic in and for said Cou ND GERALDINE NAURA	ACY HUSBAN	D'AND WIFE			
each of whom, having	been duly sworn, acknow	owledged the	execution of the	foregoing Mortg	age.	
Witness my hand and	Notarial Seal this 4th	day of	May, 2000 🖍		•	
County of Residence:			Signature 🗽	• • • • • • • • • • • • • • • • • • • •	., .	.i
My Commission Expire	es: 10/17/2007		Printed Name	Norma A. Sar	nchez	,
This Instrument prepar	red by Norma	A. Sanchez			of National Cit	y Bank
	•			60 /31	50	

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terms of the Loshall be adjud Mortgaged Predemand, become foreclosure, Mortgaged Predemands and Mortgaged Predemanded to the Lare cumulative have by law.	pan Docume ged bankru mises the eleme immed ortgages m ply the sam the Mortg d redemption mises, or outpaid princ and are in No waiver	ents secured be pt, or if a trentire indebtedra interest and the paymaged Premises on. In the every btain other application and rest of any defaulty other defaulty	y this Mortgage ustee or received payable and ssion of the Manner of indebted and collect a ent of foreclose propriate evider ecured by this fact in limitation or of the same	tgage or any defait, or if Mortgagor ser shall be appointed this Mortgage ortgaged Premises secured here il rents, issues, ince of title or title Mortgage. All right of any rights or redelay to exercise default in the future.	hall abandon the lated for Mortgage ption of Mortgage may be foreclose to collect any recome or profits ay continue the late and remedies of medies which Mortgany right or remedies	Mortgaged Pre or or for any le and without ed accordingle ents, issues, in eiver appointe during the le abstract of tit ne cost thereof of Mortgages he ortgages may co ldy by Mortga	mises, or part the notice or y. Upon noome or d to take period of the f shall be nereunder otherwise spee shall
SIXTH: If Mo	ortgagor sha mises or an	all encumber, by part thereof	sell, assign or without prior w	otherwise transf written consent of without notice or	Mortgagee, all in	debtedness se	cured by
payable. SEVENTH: The Mortgagor or advances and dexceed the surface same extent are option may acchereby security of this several, direct,	nat it is con Borrowers, of any addition of \$250, nd priority a cept a renew I and may of Mortgage indirect or	ntemplated the in which ever ional loans, pro 000.00 and part the amount val note, or repeated the time any manner otherwise, of	at the Mortgag int this Mortga ovided that at no rovided further originally advan placement Loan to for the paym Mortgager to the	se may make futing shall secure the time shall the mathat such future to ced on the securit Documents, at any part of any part of shall also secure the holder of this Maraid notes or other	are advances or the payment of an eximum amount selected and a record	additional loar ny and all succeptured by this last secured are. The Mortganion of the indes without affer other liabilityidenced by pressent and secured are secured.	ns to the ch future Mortgage nd to the gee at its btedness ecting the ies, joint, romissory
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Indiana, and ar IN WITNESS W	HEREOF, N	erai law. lortgagor has (executed this M	ortgage on this 4t	h day of May,	2000	·
Signature				Signature			
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Printed	JOSEPH	NAURACY		Printed	GERALDINE	NAURACY	
STATE OF	Indiana		•	•			
COUNTY OF				SS.			
Before me, a N JOSEPH NAUF		in and for said GERALDINE N	d County and St AURACY HUSBA	ate, appeared			
	•		acknowledged t	he execution of the	e foregoing Mortg	age.	

Signature

Printed Name

Norma A. Sanchez

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71-0913-80 (11/99)

County of Residence: Porter

My Commission Expires: 10/17/2007

This Instrument prepared by Norma A. Sanchez

of National City Bank