

2

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2000 054287

2000 AUG -1 PM 2:28

Return To:  
First American Equity Loan Services, Inc.  
151 N. Delaware St., Suite 1830  
Indianapolis, IN 46204

**MORTGAGE**  
(Borrower/Mortgagor)

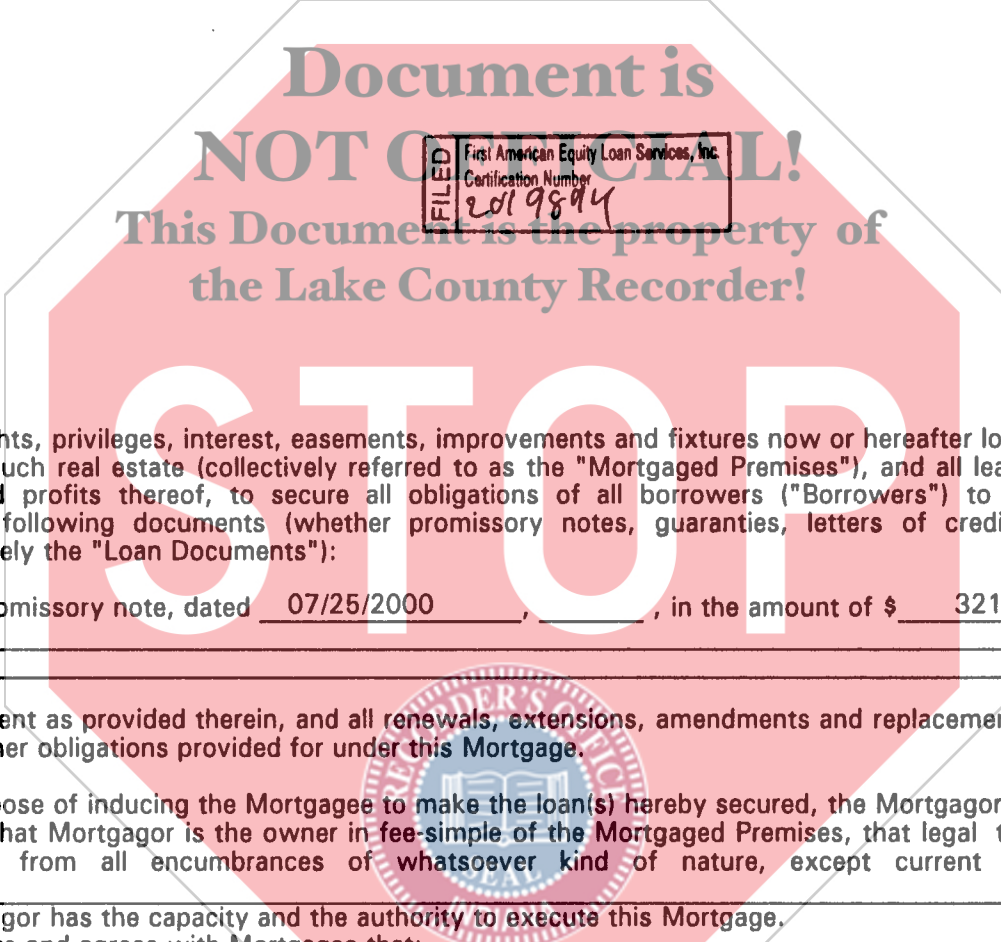
MORRIS W. CARTER  
SECRETURNTO:  
National City  
P O Box 5570, Loc. #7120  
Cleveland OH 44101

*This Indenture Witnesseth*, That JOSEPH E. MILBURN AND JEANETTE R. MILBURN (HUSBAND AND WIFE)  
(singly or jointly "Mortgagor") of \_\_\_\_\_ County, State of Indiana, **MORTGAGES**  
and **WARRANTS** to National City Bank, ("Mortgagee") the following described real estate located in  
LAKE County, Indiana:

Common address: 12739 WOODLAND DRIVE CEDAR LAKE ( ) IN  
(Street Address or R.R.) (City) (Twp.) (State)

**The Legal Description as follows:**

LOT 32 AND 30 FEET BY PARALLEL LINES OFF THE NORTHEASTERLY SIDE OF LOT 33,  
PON AND CO'S. SCHUBERT LAKE ACRES, IN THE TOWN OF CEDAR LAKE, AS SHOWN IN  
PLAT BOOK 25, PAGE 41, 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 07/25/2000, in the amount of \$ 32150.00  
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.

FPE 25654

11.00  
M

25x10

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 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 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 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.

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 to 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 25th day of JULY 2000.

Signature Joseph E. Milburn Signature Jeanette B. Milburn

Printed JOSEPH E. MILBURN Printed JEANETTE R. MILBURN

Signature \_\_\_\_\_ Signature \_\_\_\_\_

Printed \_\_\_\_\_ Printed \_\_\_\_\_

STATE OF INDIANA  
COUNTY OF LAKE SS.

**ANTHONY T. PALM, SR.**  
Notary Public, State of Indiana  
No. 404190  
Qualified in Lake County  
Commission Expires Feb. 24, 2001

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

JOSEPH E. MILBURN AND JEANETTE R. MILBURN (HUSBAND AND WIFE)

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

Witness my hand and Notarial Seal this 25th day of July 2000

County of Residence: LAKE Signature [Signature]

My Commission Expires: 02-24-01 Printed Name ANTHONY T PALM SR

This Instrument prepared by ANTHONY PALM of National City Bank