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(Space Above This Line for Recording Data) OPEN-END MORTGAGE

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THIS MORTGAGE ("Security Instrument") is given on December 19, 2001 The mortgagor is

MICHAEL O. BREITWEISER, AND AMANDA J. BREITWEISER, HUSBAND AND WIFE, WHOSE MAILING ADDRESS IS 1163 132ND AV CROWN POINT, IN 46307-0000

("Borrower"). This Security Instrument is given to FIFTH THIRD BANK (CHICAGO) which is organized and existing under the laws of MICHIGAN and whose address is

("Lender").

701 E 83RD AVE MERRILLVILLE, IN 46410 Borrower owes Lender the principal sum of Thirty Thousand AND 00/100

). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on 12/19/21.

TO SECURE to Lender (a) the repayment of the Indebtedness evidenced by the Loan Documents and any extensions or renewals thereof, with interest thereon, the payment of all other funds, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, or contained in the Loan Documents or any document executed in connection therewith, and (b) the repayment of any and all other loans, advances or indebtedness of Borrower owed to Lender and all affiliates of Lender, of any nature whatsoever (collectively the "Obligations") and (c) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to Item 22 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender, with mortgage covenants, the following described property located in the County of LAKE , State of INDIANA , to wit (herein,

SEE ATTACHED EXHIBIT "A"

which has the address of 1163 W 132ND AVE CROWN POINT, IN 46307-0000 ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the Real Estate, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, and all fixtures now or hereafter permanently attached to, the Real Estate, and all right, title and interest of Borrower in and to the land lying in the streets and roads, in front of and adjoining the Real Estate, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Real Estate covered by this Mortgage; and all of the foregoing, together with said Real Estate (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property"

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant, and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend the title of the Property against all claims and demands. 02339700 Form 3036 9/90 (page 1 of 5) ILI1 (05/01)

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COVENANTS. Borrower and Lender covenant and agree as follows:

1. Pryment of Principal and Interest. Borrower shall promptly pay when due the principal and the interest on the Indebtedness evidenced by the proposed prompts of the property interests of the property in the Indebtedness evidenced by the property insured the Indebtedness evidenced by the Mortgage.

2. Hazard Insurance. Borrower shall grow future Advances, Obligations or other sums secured by this Mortgage.

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development.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this limited to, eminent domain, foreclosure, code enforcements, deed restrictions and registrations, or arrangements or proceedings sums, and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this Item 6, with interest thereon, shall become additional indebtedness with upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the applicable rate as prescribed in the Loan Documents evidencing the Indebtedness or the highest rate under applicable law. Nothing contained in this Item 6 shall require Lender to incur any expense or take any action hereunder. Form 3036 (page 2 of 5) ILI2 (5/00)

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8. Environmental Laws. (a) Except as set forth in Exhibit 7 (a) hereto, Borrower has obtained all permits, Licenses and other authorizations which are required under any now existing or hereafter enacted or amended federal, state, or local statute, description of the control of the property of the pro

indebiedness, Lender may without further demand or notice elect to declare the whole of the remaining indebtedness immediately due and payable and may invoke any of the remedies afforded it by law, and/or by this Mortgage, including those permitted by Item (Including the payments of the payment of the payment of the payment of the payments of the payment of the payments of the payment of the payment of the payments of the paym ILI3 (5/00)

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If Borrower herein is other than an individual or individuals acting on their own behalf, any change in the legal or beneficial ownership of such Borrower or entity which changes the identity of any person or persons having, directly or indirectly, more than 10% of either the legal or beneficial ownership of either such Borrower, such entity, or of the Property, or created, without Lender's prior written consent.

18. Acceleration; Remedies. Upon the occurrence of an Event of Default (as defined in the Loan Documents) or a default in the payment of the Indebtedness, the Obligations or Future Advances hereby secured or any part thereof in accordance Mortgage or the Loan Documents, or in the performance of any covenant or agreement of Borrower in this Mortgage or in the Charge against the Property or any part thereof which is not removed to the satisfaction of Lender within a period of 30 days proceeding by or against Borrower in bankruptcy, insolvency or similar proceedings, assignment by Borrower of its property for action or suit in any Court, or the abandonment by Borrower of all or any part of the Property (herein "Events of Default"), then notice to the Borrower.

If Borrower herein defined in the Leading of the legal or individuals acting on their such sharing in the legal or individuals acting on the legal or individuals action of the legal or any part thereof which is not removed to the satisfaction of Lender within a period of 30 days proceeding by or against Borrower in bankruptcy, insolvency or similar proceedings, assignment by Borrower of its property for action or suit in any Court, or the abandonment by Borrower of all or any part of the Property (herein "Events of Default"), then notice to the Borrower.

The sums secured hereby shall bear interest at the highest rate permitted to be charged on delinquent installments of

the Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without notice to the Borrower.

The sums secured hereby shall bear interest at the highest rate permitted to be charged on delinquent installments of subject to foreclosure. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, costs of documentary evidence, abstracts, title reports and reasonable attorney's fees.

19. Borrower's Right to Redeem. Borrower shall have such rights of redemption as are provided by the law of the State 20. Dower. Borrower convenants that all dower interest, if any in and to the Property is located.

20. Dower. Borrower convenants that all dower interest, if any, in and to the Property is hereby remised, released and

forever quitclaimed unto Lender by Borrower.

21. Assignments of Rents. Upon the occurrence of an Event of Default, the Lender shall have the right without notice

20. Dower. Borrower convenants that all dower interest, if any, in and to the Property is hereby remised, released and forever quitclaimed unto Lender by Borrower.

21. Assignments of Rents. Upon the occurrence of an Event of Default, the Lender shall have the right without notice receiver, to enter upon and take possession of the Property, and Lender may operate, manage, rent and lease the Property and collect any rents, issues, income and profits therefrom, the same being hereby abscultely assigned and transferred to and for the be applied to the cost of operation, maintenance and repair, and reasonable collection management and attransferred to and for the be applied to the cost of operation, maintenance and repair, and reasonable collection management and attorney's fees, and then 22. Future Advances. Upon request by Borrower, Lender, at Lender's option, may make Future Advances to promissory notes stating that such notes are secured hereby. At no time shall the principal amount of the indebtedness secured by promissory notes stating that such notes are secured hereby. At no time shall the principal amount of the indebtedness plus SO.

23. Rental of Property Restricted. Borrower shall not make, or surfer to be made, any lease of the Property or any part thereof, or any modification, extension or cancellation of any existing or future lease, without Lender's prior written consent, there is a lease on the Property. Borrower is to perform all of Borrower's obligations under such written consent. Upon Lender's request from time to time. Borrower is to furnish lender a statement, in affidavit form, in such counterparts of any and all such leases.

If Borrower shall enter into any lease agreement, written or eral, onceming the Property or any part thereof without having obtained Lender's prior written consent, Lender shall not be bound by, or obligated to perform under, any such lease in the event if exercises its remedies set forth in Item 20 or any vortice or shall be participated in, in whole or in part by oth

provisions.

26. Ohio Covenant. If the Property is located in Ohio, Borrower and Lender covenant that Lender is authorized to do all things provided to be done by a mortgagee under section 1311.14 of the Ohio Revised Code.

27. Uniform Commercial Code Security Agreement. Borrower hereby grants Lender a security interest in all items and deliver to Lender all financing statements and other documents requested by Lender to perfect its security in such property, recorded. The covenants and agreements of Borrower throughout this Mortgage will apply to all items which are subject to the remedies of a secured party under the Uniform Commercial Code and, at Lender's sole option, may also invoke the remedies above as part of the Property separately or together and in any order whatsoever, without in any way affecting the availability of appropriate authorities as a Uniform Commercial Code Financing Statement.

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28. Flood Insurance. If any part of any of the Property lies within a "special flood hazard area" as defined and specified by the United States Department of Housing and Urban Development pursuant to the Flood Disaster Protection Act of 1973 as now Lender shall be deemed in compliance with the rules and regulations and provisions of the Flood Disaster Protection Act of 1973 as now Lender shall be deemed in compliance with the rules and regulations and provisions of the Flood Disaster Protection Act of 1973 as then in effect: and (ii) deliver such policies to Lender together with evidence satisfactory to Lender that the premiums therefor have been paid. Such policies of flood insurance shall be in a form satisfactory to Lender, shall name Lender as an insured thereunder, shall provide that losses thereunder be payable to Lender pursuant to such forms of loss payable clause as Lender may approve, shall be for an amount at least equal to the Indebtedness or the maximum limit of coverage made available with respect to any of the except upon thirty (30) days prior written notice given by the insurer to Lender. Within thirty (30) days prior to the expiration date satisfactory to Lender that the premium therefor has been paid.

29. Jury Waiver. BORROWER WAIVES THE RIGHT TO TRIAL BY JURY OF ANY MATTERS ARISING OUT OF THIS MORTGAGE OR THE TRANSACTION CONTEMPLATED HEREBY.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with Witnesses: (Seal) manda AMANDA J. BRETWEISER Document is (Seal) This Document is the property (Seal) the Lake County Recorder! STATE OF INDIANA-LAKE On this 19th DAY OF December, 2001, before me, a Notary Public in and for said County and State, personally appeared MICHAEL O. BREITWEISER, AND AMANDA J. BREITWEISER, HUSBAND AND WIFE, WHOSE MAILING ADDRESS IS 1163 132ND AV CROWN POINT, IN 46307-0000 the individual(s) who executed the foregoing instrument and acknowledged that THEY and did sign the foregoing instrument, and that the same is did examine and read the same THEIR free act and deed. IN WITNESS WHEREOF, I have hereunto set my hand and official seal. My Commission Expires: 9-3-2009 ROBERT D LUTES (Seal) This instrument was prepared by: FIRTH THIRD BANK (CHICAGO) LUTES LAKE COUNTY 701 E 83RD AVE MERRILLVILLE, IN 46410 Form 3036 9/90 (page 5 of 5) ILI5 (5/00)

LEGAL DESCRIPTION

Lot 26 in Southwood, as per plat thereof, recorded in Plat Book 49 page 49, in the Office of the Recorder of Lake County, Indiana.

Commonly known as; 1163 W. 132nd Ave., Crown Point, IN 46307

Pm # 7-285-26



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