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STATE OF INDIANA
LAKE COUNTY
FILED RECORDS

2002 009565

2002 JUN 28 PM 2:15

Mortgage
(Borrower/Mortgagor)
Open End Line of Credit

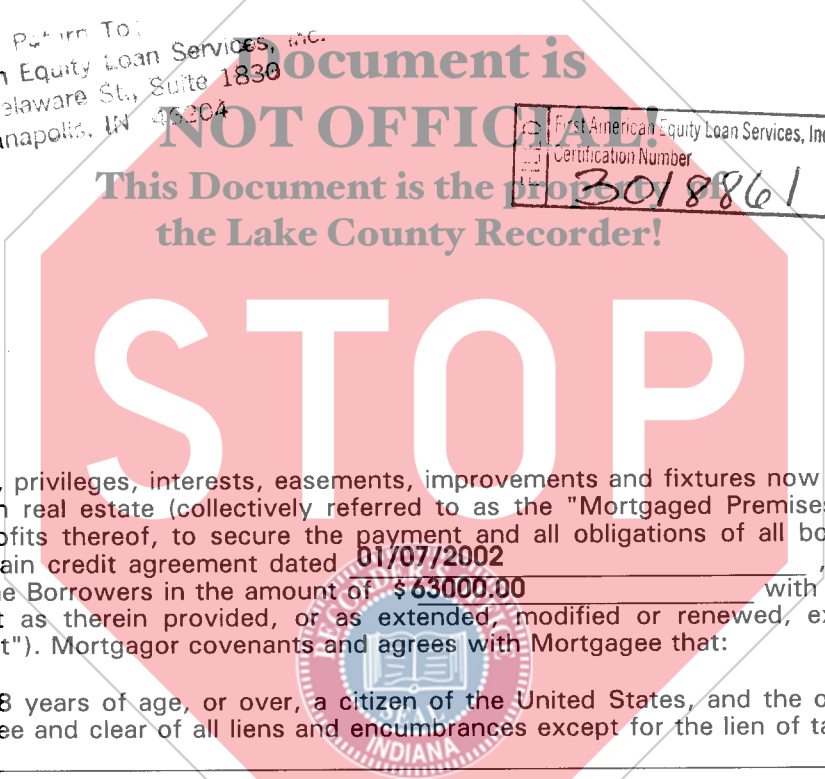
RETURN TO:
National City
P O Box 5570, Loc. #7116
Cleveland OH 44101

This Indenture Witnesseth, That **ROBERT L. PHELPS JR. AND DEBRA A. PHELPS *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 **2748 JARRETT DR SCHERERVILLE (CITY) IN**
(Street Address or R.R.) (City) (Twp.) (State)

The Legal Description as follows:

See Attached Exhibit A

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



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 all borrowers ("Borrowers") to Mortgagee under a certain credit agreement dated **01/07/2002**, that establishes an open end line of credit for the Borrowers in the amount of **\$63000.00** with future advances, interest, and terms of payment as therein provided, or as extended, modified or renewed, executed by Borrowers to Mortgagee ("Agreement"). 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. 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.

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 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 time same rate of interest that is disclosed on the Agreement and the Mortgagee shall be subrogated to any lien so paid by it.

13.00
AP
33533

EXHIBIT A

LOT NUMBERED 41 IN LAKE OF THE MEADOWS, A SUBDIVISION IN THE TOWN OF SCHERERVILLE AS PER PLAT THEREOF RECORDED IN PLAT BOOK 82, PAGE(S) 92, IN THE RECORDS IN THE OFFICE OF THE RECORDER OF LAKE COUNTY INDIANA.

Permanent Parcel Number: 20-13-0663-0041
ROBERT L. PHELPS JR. AND DEBRA A. PHELPS,
HUSBAND AND WIFE

2748 Jarrett Drive, Schererville IN 46375
First American Order No: 3018861

