Return to: Chicago Title Insurance Company 2200 N. Main St. Crown Point, IN 46307

2002 010352

620019470DE

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

000000000845865815

THIS MORTGAGE ("Security Instrument") is given on January 3, 2002 The mortgagor is

RONALD J. RADO, AND BETSY A. RADO, HUSBAND AND WIFE, WHOSE MAILING ADDRESS IS 209 VALLEYVIEW LN DYER, IN 46311-0000

("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 701 E 83RD AVE MERRILLVILLE, IN 46410

Borrower owes Lender the principal sum of Twenty Thousand AND 00/100

("Lender").

Dollars (U.S. 20,000.00 ). 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 01/03/22.

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 with SEE ATTACHED EXHIBIT "A"

which has the address of 209 VALLEYVIEW LANE DYER, IN 46311-0000 ("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. 02364837 Form 3036 9/90 (page 1 of 5) ILI1 (05/01)

Chicago Title Insurance Company

COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and the interest on the Industry of the Covenant and Interest on the Industry of the Covenant and Interest on the Industry of Indu

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, knowledge, Borrower is in compliance in all material respects with all terms and conditions of the required permits, liceses and prohibitions, requirements, obligations, schedules and timetables contained in the Environmental Laws. (b) Except as set forth in Exhibit 7 (b) hereto, Borrower is not aware of, and has not received notice of, any past, present common law or legal liability, or otherwise form the basis of any material claim, action, demand, suit, proceeding, hearing, study or investigation, based on or related to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or or industrial, toxic or hazardous substance or waste; and (c) Except as set forth in Exhibit 7 (c) hereto, there is no civil, criminal or administrative action, suit, demand, claim in any way to Environmental Laws; and (d) Lender will not be deemed to assume any liability or obligation or duty to clean-up or dispose of wastes on or relating to the Property, Borrower agrees to remain fully liable and will indemnify, defend and hold Lender harmless from any and all of any of the foregoing representation or warranties. The provisions of this Item 7 will survive the release or satisfaction of the Property, Borrower agrees to remain fully liable and will indemnify, defend and hold Lender harmless from any and all of any of the foregoing representation or warranties. The provisions of this Item 7 will survive the release or satisfaction of this Property. Additionally, Lender shall have the right to inspect the books and records of the Property, provided the Property. Additionally, Lender shall have the right to inspect the books and records of the Property and make with generally accepted accounting principles covering the operation of the Property, should the sam

audited statement of condition and profit and loss statement for the Property for the preceding fiscal year, prepared and certified by a certified public accountant acceptable to Lender.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and Lender is authorized to settle any claim, collect award, and apply the net proceeds, after deducting all costs of Mortgage, and if, in the sole discretion of Lender, Lender is not satisfied with the adequacy of collateral for any remaining due and payable and may invoke any of the remedies afforded it by law, and/or by this Mortgage, including those permitted by Item 17 hereof.

indebředness. Lender may without further demand or notice elect to declare the whole of the remaining indebředness immědiately due and payable and may invoke any of the remedies afforded it by law, and/or by this Mortgage, including those permitted by Ire Prof.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of any succassor; in the profession of the time for payment or not of the sums secured by the sum of the sum secured by the sum of the sum of the sum of the sum secured by the sum of the sum of the sum of the sum secured by the sum of the sum of the sum of the sum secured by the sum of the s

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.

shall be deemed to be a transfer within the meaning of this Item. Such transfer shall not be made, created, or suffered to be made 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 with the terms of this Mortgage, of the aforesaid Loan Documents or of any other document executed in conjunction with this 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 the benefit of its creditors, the placing of Borrower is property in receivership, trusteeship or conservatorship with or without the Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without the sums secured by this Mortgage to be charged on delinquent installments of

the Lender, at Lender's option, may deciare an or the sums secured by this morage to the Borrower.

The sums secured hereby shall bear interest at the highest rate permitted to be charged on delinquent installments of principal and interest under the Loan Documents or the highest rate allowed by law, and this Mortgage shall become absolute and subject to foreclosure. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not 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 hereby remised, released and

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 and without regard to the adequacy of any security for the sums hereby secured and with or without the appointment of a 21. Assignments of Rents. Upon the occurrence of an Event of Default, the Lender shall have the right without notice and without regard to the adequacy of any security for the sums hereby secured and with or without the appointment of a receiver, to enter upon and take possession of the Property, and Lender may operate, manage, rent and lease the Property and benefit and protection of Lender, contingent only upon the occurrence of an Event of Default. All rents collected by Lender may be applied to the cost of operation, maintenance and repair, and reasonable collection, management and attorney's fees, and then 12. 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 plus \$0.

23. Rental of Property Restricted, Borrower shall not make, or suffer to be made, any lease of the Property or any part

this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Indebtedness plus \$0.

23. Rental of Property Restricted, Borrower shall not make, or suffer 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 with Lender's 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, Borrower is to perform all of Borrower's obligations under such reasonable detail as Lender may require, of all of the leases on the Property and, on demand, to furnish Lender's prior counterparts of any and all such leases.

If Borrower shall enter into any lease agreement, written or oral, concerning the Property or any part thereof without the event it exercises its remedies set forth in Item 20 or any other provision hereof.

24. Release. Upon payment of all Indebtedness, Obligations and Future Advances secured by this Mortgage, Lender 25. Mortgage as Security for Other Liabilities. This Mortgage shall serve as security for every other liability or whether now or hereafter existing and whether the same may have been or shall be participated in, in whole or in part by others, by assignment or endorsement to the Lender by anyone whomsoever.

It is the express intent of the parties hereto that this Mortgage and the note or notes given contemporaneously herewith, Notwithstanding the above, no debt or other liability, as described above shall be secured by the within Mortgage, if it Sections 1601 et. seq., as amended, or any successor federal statute, or any applicable state statute containing substantially similar 26. Ohio Covenant. If the Property is located in Ohio, Borrower and Lender covenant that Lender is authorized to do

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 documents are remedies of a secured party under the Uniform Commercial Code and, at Lender's sole option, may also invoke the remedies 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 in effect; Borrower shall (i) promptly purchase and pay the premiums for flood insurance policies as Lender deems required so that Lender shall be deemed in compliance with the rules and regulations and provisions of the Flood Disaster Protection Act of 1973 as now then in effect: and (ii) deliver such policies to Lender together with evidence satisfactory to Lender that the premiums therefor have shall provide that losses thereunder be payable to Lender pursuant to such forms of loss payable clause as an insured thereunder, 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 of each such flood insurance policy, Borrower shall deliver to Lender a renewal policy or endorsement together with evidence

29. Jury Waiver. BORROWER WAIVES THE RIGHT TO TRIAL BY JURY OF ANY MATTERS ARISING OUT OF 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 it. (Seal) (Seal) (Seal) (Seal) STATE OF INDIANA COUNTY AOF CAREY Recorder! On this 3rd DAY OF January, 2002, before me, a Notary Public in and for said County and State, personally appeared RONALD J. RADO, AND BETSY A. RADO, HUSBAND AND WIFE, WHOSE MAILING ADDRESS IS 209 VALLEYVIEW LN DYER, IN 46311-0000 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 IN WITNESS WHEREOF, I have hereunto set my hand and official seal. free act and deed. My Commission Expires: 7-16-07 (Seal) This instrument was prepared by: FIFTH THIRD BANK (CHICAGO) Notary Public Kimberly I. Residing in: 701 E 83RPAREMERRIS WILLE, IN 46410 Lake County,

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## **LEGAL DESCRIPTION**

Lot 8 in High Point Trails, Unit 3 to the Town of Dyer, as per plat thereof, recorded in Plat Book 86 page 18, in the Office of the Recorder of Lake County, Indiana.

Commonly known as: 209 Valleyview Lane, Dyer, IN 46311 Permanent Index Number: 12-14-279-8



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