

2002 044195

2000 prosecution 12: 45

Mortgage

(Borrower/Mortgagor)

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

		Open End Line of Cred	dit	Cleveland OH 44101
This Indenture Witnesseth	That			JIID
(singly or jointly "Mortgagor") of	County State of Indian MORTO		
and WARRANTS to Natio	nal City Bank,	("Mortgagee") the	following described	real estate located in
	CROWN POINT C	Indiana:	DIES DETING	
(Street Address	or R.R.)	(City)	NEE DRIVE CROWN	POINT, IN 46307
The Legal Description as follo LOT NUMBERED 198 IN BRIA POINT AS PER PLAT THEROI RECORDS IN THE OFFICE C	ARWOOD UNIT 8, FRECORDED IN P	LATROOK 16 PAGE	C) O INITHE	Roturn To: V
چرد آر آراد مجرد آراد در ا	CIPI	Documer OT OFFI	CIAL!	Equity Loan Services, Inc. laware St., Suite 1830 apolls, IN 46204
CHINE WARES AND	the	Lake County 1	property of Recorder!	
together with all rights, privile or appertaining to such real issues, income and profits the Morgagee under a certain cree end line of credit for the Borro and terms of payment as the Mortgagee ("Agreement"). Mortgagee	perein provided	the payment and all ited 11/02/2001 unt of \$40000.00	obligations of all bor	"), and all leases, rents, rowers ("Borrowers") to that establishes an open
FIRST. Mortgagor is 18 years Mortgaged Premises free and delinquent and	of age or over	a citizen of the Unit		vner in fee-simple of the kes and assessments not
SECOND. Borrowers will pa collection and reasonable atto	y all indebtednes rneys' fees, all wi	ss secured by this fithout relief from value	Mortgage when due, ation and appraisemen	together with costs of tlaws.
THIRD. Mortgagor shall pay a part thereof when due and be to the Mortgaged Premises or prior written consent.	all taxes or asses	sments levied or ass	essed against the Mo	rtgaged Premises or any
FOURTH. Mortgagor shall kee the commission of waste the extended coverage) insurance insurable value as multiplied by	in an amount w	hich is at least equal	aintain in effect at a	hall not commit or allow il times hazard (fire and 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.

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SIXTH: If Mortgagor shall permit filing an encumbrance senior to this Mortgage or 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 SEVENTH: Upon any default by Mortgagor under this Mortgage or upon any default under the terms of the Agreement secured by this Mortgage, 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. EIGHTH: That it is contemplated that the Mortgagee may make future advances to the Borrowers, in which event this Mortgage shall secure the payment of any and all future advances of any additional amount, provided that at this Mortgage shall secure the payment of any and all future advances of any additional amount, provided that at no time shall the maximum amount secured by this Mortgage exceed the sum of \$\frac{40,000.00}{40,000.00}\$ amount originally advanced on the security of this Mortgage. The Mortgage at its option may accept a renewal extend the time for the payment of any part of said indebtedness without affecting the security or priority of this Mortgage in any manner. This Mortgage shall also secure the payment of any other liabilities, joint, several, direct, evidence of indebtedness stating that said notes or other evidence of indebtedness are secured hereby. evidence of indebtedness stating that said notes or other evidence of indebtedness are secured hereby.

NINTH: All rights and obligations of Mortgagor hereunder shall be binding upon all heirs, successors, assigns and representatives and shall inure to the benefit of Mortgager and its successors, assigns and legal TENTH: Any Mortgagor who signs this Mortgage but does not sign the Agreement does only to mortgage Mortgagor's interest in the Mortgaged Premises to secure payment and performance of the Agreement and be personally liable on the Agreement. ELEVENTH: 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 2ND day of November SANDRA STROUD Printed Signature Printed Indiana STATE OF COUNTY OF _ Lake SS. Before me, a Notary Public in and for said County and State, appeared ____

SANDRA J STROUD

Witness my hand and Notarial Seal this 200 day of November

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

My Commission Expires: July 9,2008

This Instrument prepared by TCJJ

Signature Jacqueline Guthrie

County of Residence: Lake

of National City Bank