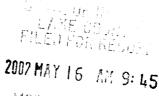
2002 045919



MORRIS W. CARTER RECORDER

(020023737

(Space Above This Line for Recording Data)

OPEN-END MORTGAGE

000000000846880417

THIS MORTGAGE ("Security Instrument") is given on April 19, 2002 The mortgagor is

BERNADINE HALL, A SINGLE PERSON WHOSE MAILING ADDRESS IS 513 W 56TH PLACE MERRILLVILLE, IN 46410-0000

("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

("Lender").

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

Dollars (U.S. 56,000.00). 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 04/19/22.

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 wit (herein, the "Real Estate"):

SEE ATTACHED EXHIBIT "A"

which has the address of 513 WEST 56TH PLACE MERRILLVILLE, IN 46410-0000 ("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.

02631485 Return to:

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ILI1 (05/01)

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

19 1

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 indebtedness evidenced by the Loan Documents, and the principal and interest on any Puture Advances. Obligation, prepayment and late charges as provided in the Loan Documents, and the principal and interest on any Puture Advances. Obligation of the principal and interest on any Puture Advances. Obligation of the principal and interest on any Puture Advances. Obligation of the Property insured against the principal and interest on any Puture Advances. Obligation of the Property of the Prope

development.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced with materially affects Lender's interest in the Property, including, but not limited to, eminent domain, foreclosure, code enforcements, deed restrictions and registrations, or arrangements or proceedings involving a bankrupt or decedent, Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such 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)

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, ordinance, code or regulation affecting or regulatin the environment ("Environmental Laws") and, to the best of Borrower's knowledge, Borrower is in compliance in all material respects with all terms and conditions of the required permits, liceses and authorizations, and is also in compliance in all material respects with all terms and conditions, crequirements, 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 or future events, conditions, circumstances, activities, practices, incidents, actions or plans which may give rise to any material 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 handling, or the omission, discharge, release or threatened release into the environment, of any pollutant, contaminant, chemical, 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 hearing, notice or demand letter, notice of violation, investigation, or proceeding pending or threatened against Borrower, relating 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 costs, lossers and expenses (including, without limitation attorney's fees) relating to any Environm

indebtedness. 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 17 herof.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of any installment payments referred to in Item 1 herof or change the amount of such installments.

11. Borrower Wol Released. Extension of the Item for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest. Before shall not be required to commence with the hisbility of the original Borrower and Borrower's successors in interest.

12. Forbearance By Lender Not A Waiver. Any forbearance by Lender in exercision of the sums secured by this Mortgage, by reason of any demand made by the original Borrower's of Borrower's accessors in interest.

12. Forbearance By Lender Not A Waiver. Any forbearance by Lender in exercision of the sums secured by this otherwise afforded by applicable law, shall not be a waiver of the interest and the provider of this Mortgage.

13. Remedies Cumulative. All remediences and Obligations secured by this Mortgage.

14. Successors and Assigns Bounds, Joint and Several Liability: Captions. The covernants and agreements contained herein shall bind, and the rights hereander shall mure to, the respective successors and assigns of Borrower: and Lender, subject to head of the liability of the sums secured by the provisions of Lense 16 and hereoid. All covernants and agreements of Borrower shall be joint and agreements contained herein shall bind, and the rights hereunder shall mure to, the respective successors and assigns of Borrower: and Lender, subject to the provisions of Lense 16 and hereoid. All covernants and agreements of Borrower shall be joint and agreements of the hereoids of the Lender of the provisions of the lender Form 3036 9/90 (page 3

ILI3 (5/00)

If Borrower herein is other than an individual or individuals acting on their own behalf, any clause 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 entities, and in the deemed to be a transfer within the meaning of this Item. Such transfer shall not be made, creat in or or of the Property, 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 deam 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 payment or performance of any document or instrument securing any Indebtedness or Obligation, or upon the filing of any lien or charge against the Property or any part thereof which is not removed to the satisfaction of Lender within the institution of any proceeding to enforce the lien or charge upon the Property or any part thereof of its creditors, the placing of Borrower's property in receivership, trusteeship or conservat action or suit in any Court, or the abandonment by Borrower of all or any part of the Property (herein ents of Default'), then the Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediated to eather the Loan Documents or the highest rate allowed by law, and this Mortgage slill become absolute and which to forcelosure. Lender shall be articled to collect in such proceeding all expenses of forcelosure in bluding, but not

The sums secured hereby shall bear interest at the highest rate permitted to be charged on deline, ent 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 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 proving by the law of the State where the Property is located.

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

20. Dower. Borrower convenants that all dower interest, if any, in and to the Property is here of the series of the property of the sums hereby secured and without regard to the adequacy of any security for the sums hereby secured and with or without the pointment of a receiver, to enter upon and take possession of the Property, and Lender may operate, manage, rent and collect any rents, issues, income and profits therefrom, the same being hereby absolutely assigned and the benefit and protection of Lender, contingent only upon the occurrence of an Event of Default. All rents of elected by Lender may be applied to the cost of operation, maintenance and repair, and reasonable collection, management and autorney's fees, and then in reduction of any sums hereby secured in such other proportions as Lender may determine.

22. Future Advances. Upon request by Borrower, Lender, at Lender's option, may make Future Advances to Borrower. Such future and additional loan advances, with interest thereon, shall be secured by this Morrogage, when evidenced by promissory notes stating that such notes are secured hereby. At no time shall the principal amount of the indebtedness secured by 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

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 prior written consent, there is a lease on the Property, Borrower is to perform all of Borrower's lease or leases. Borrower is not to accept any prepayment of rent for more than one month in advance with written consent. Upon Lender's request from time to time, Borrower is to furnish Lender a statement, in reasonable detail as Lender may require, of all of the leases on the Property and, on demand, to furnish counterparts of any and all such leases.

If Borrower shall enter into any lease agreement, written or oral, concerning the Property or any part having obtained Lender's prior written consent, Lender shall not be bound by, or obligated to perform unhaving obtained Lender's prior written consent, Lender shall not be bound by, or obligated to perform unhaving obtained Lender's prior written consent, Lender shall not be bound by, or obligated to perform unhaving obtained Lender's prior written consent, Lender shall not be bound by, or obligated to perform unhaving obtained Lender's prior written consent, Lender shall not be bound by, or obligated to perform unhaving obtained Lender's prior written consent. It is Mortgage as Security For Other Liabilities. This Mortgage shall serve as security for the contingent of the Borrower to the Lender and any of its affiliates however created, direct or contingent of the participated in, in which the prior of the same may have been or shall be participated in, in which the prior of the same may have been or shall be participated in, in which the prior of the participated in the holder hereof, whether the delivery of the same may have been or shall be participated in, in which the prior of

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 included in the Property which can be subject to a security interest under the Uniform Commercial Code. Borrower will execute and deliver to Lender all financing statements and other documents requested by Lender to perfect its security in such property, and Borrower will pay the expense of filing such documents and of conducting a search of records in which documents are recorded. The covenants and agreements of Borrower throughout this Mortgage will apply to all items which are subject to the security interest granted herein. Upon the occurrence of any Event of Default under this Mortgage, Lender will have the remedies of a secured party under the Uniform Commercial Code and, at Lender's sole option, may also invoke the remedies provided in this Mortgage. In exercising any of such remedies, Lender may proceed against the items of right property specified above as part of the Property separately or together and in any order whatsoever, without in any way affecting the availability of Lender's remedies under the Uniform Commercial Code or of the remedies in this Mortgage. This Mortgage may be filed with 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 cified by the United States Department of Housing and Urban Development pursuant to the Flood Disaster Protection Act of 1973 in effect; Borrower shall (i) promptly purchase and pay the premiums for flood insurance policies as Lender deems required that Lender shall be deemed in compliance with the rules and regulations and provisions of the Flood Disaster Protection Act of 173 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 Property under the National Flood Insurance Act of 1968, as amended, whichever is less, and shall be noncancelable as to Inder 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 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 CONTEMPLATED HEREBY.
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. Witnesses: BERNADINE HALL (Ceal)
(. al)
Document is (Seal)
NOT OFFICIAL! (Coal)
This Document is the property of
STATE OF INDIANA COUNTY OF LAKE County Recorder!
On this 19th DAY OF April, 2002, before me, a Notary Public in and for said County and State, personally appeared
BERNADINE HALL, A SINGLE PERSON WHOSE MAILING ADDRESS IS 513 W 56TH PLACE MERRILLVILLE, IN 46410-0000
the individual(s) who executed the foregoing instrument and acknowledged that HE/SHE did examine and read the same and did sign the foregoing instrument, and that the same is HIS/HER free act and deed. IN WITNESS WHEREOF, I have hereunto set my hand and official seal.
My Commission Expires: 5-26-08 (Seal) This instrument was prepared by: MARY E. KRIETER MARY E. KRIETER
FIFTH THIRD BANK (CHICAGO) 701 E 83RD AVE MERRILLVILLE, IN 46410 Form 3036 9/90 (page 5 of 5) ILI5 (3/02)

LEGAL DESCRIPTION

Lot 11 Block L in Meadowland Estates Part No. 2 of Unit No. 2, as per plat thereof, recorded in Plat Book 31, page 7 in the Office of the Recorder of Lake County, Indiana.

Commonly known as: 513 W 56th Pl., Merrillville, IN 46410

Key No.: 36-15-254-11



LEGAL 6/98 SB