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MORRIS W. CARTER RECORDER

620022490

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

000000000846943769

THIS MORTGAGE ("Security Instrument") is given on April 27, 2002 The mortgagor is

LINDA J. PANCINI, A SINGLE PERSON WHOSE MAILING ADDRESS IS 244 BURNHAM STREET LOWELL, IN 46356-0000

("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 Fourteen Thousand Two Hundred AND 00/100

("Lender").

Dollars (U.S. 14,200.00). 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 04/27/22.

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 described property located in the County of LAKE

State of INDIANA

, to wit (here , to wit (herein, SEE ATTACHED EXHIBIT "A"

which has the address of 244 BURNHAM STREET LOWELL, IN 46356-0000 ("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 02609816 Return to: Form 3036 9/90 (page 1 of 5)

Chicago Title Insurance Company 2200 N. Main St.

Crown Point, IN 46307

ILI1 (05/01)

COVENANTS. Rorrower 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, any extensions or removal the brook promount and late charges as provided in the Loan Documents, and such other promounts and late charges as provided in the Loan Documents and the Charges, and such other promounts and late charges as provided in the Loan Document of the Loan Documents and the Charges and the Loan Documents and Loan Docu

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 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 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, knowledge, Borrower is in compliance in all material respects with all other limitations 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 handling, or the omission, discharge, release or threatened release into the environment, of any pollutant, contaminant, chemical, (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 (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 this 1. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, Porrower notice prior to any inspection specifying reasonable cause therefor related to Lender's interest in copies thereof during normal business hours and upon notice to Borrower. Borrower shall keep its books and records in accordance may in its discretion require Borrower to deliver to Lender within 90 days after the close of each of the Property and make with ge

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. No awards or settlements shall be accepted without Lender's prior written consent.

Lender is authorized to settle any claim, collect any award, and apply the net proceeds, after deducting all costs of Mortgage, and if, in the sole discretion of Lender's option, either to restoration or repair of the Property, or to the sums secured by this indebtedness, Lender may without further demand or notice elect to declare the whole of the remaining indebtedness immediately 17 hereof.

Unless Lender and Borrower otherwise agree in writing the property for the Borrower's fiscal years and a certified by days after the Borrower's fiscal years and secretified by Cartering and Cartering fiscal year, prepared and certified by Cart

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 Morrgage, including those permitted by Item (Inc.). Item (Inc.) and payable and may invoke any of the remedies afforded it by law, and/or by this Morrgage, including those permitted by Item (Inc.). Item (Inc.) and (Inc. ILI3 (5/00)

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 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 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 where the Property is located.

where the Property is located.

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 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 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, management and attorney's fees, and then 22. Future and additional loan advances, with interest thereon, shall be secured by this Mortgage, when evidenced by promissory notes stating that such notes are secured hereby. At no time shall the principal amount of the indebtedness secured by amount of the Indebtedness plus \$0.

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

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. If, lease or leases. Borrower is not to accept any prepayment of rent for more than one month in advance without Lender's prior reasonable detail as Lender may require, of all of the leases on the Property and, on demand 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 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 trust agreement or otherwise, or on any manner acquired by or accruing to the holder hereof, whether by agreement with, or It is the express intent of the parties hereto that this Mortgage and the note or notes given contemporaneously herewith, this Mortgage to the recorder for record.

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 vartule, or any applicable state statue 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 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.

Form 3036 9/90 (page 4 of 5)

ILI4 (5/00)

Form 3036 9/90 (page 4 of 5)

ILI4 (5/00)

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 been paid. Such policies of flood insurance shall be in a form 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 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 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 it. (Seal) LINDA J. PANCINI (Seal) <u>Jocument</u> (Seal) This Document is the prope (Seal) STATE OF INDIANA thakake County Recorder! 27th DAY OF April, 2002, On this before me, a Notary Public in and for said County and State, personally appeared LINDA J. PANCINI, A SINGLE PERSON WHOSE MAILING ADDRESS IS 244 BURNHAM STREET LOWELL, IN 46356-0000 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 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: Notary Public Kimberly L. Wasniak Lake County, Indiana Kimberly L. Wasniak 701 E 83RD AVE MERRILLVILLE, IN 46410

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Form 3036 9/90 (page 5 of 5) ILI5 (3/02)

LEGAL DESCRIPTION

Parcel 1: That Part of the Northeast 1/4 of the Southeast 1/4 of Section 23. Township 33 North, Range 9 West of the Second Principal Meridian, more particularly described as: Commencing at a point on the West line of the above described 40 acre tract, which is 20 rods North of the Southwest corner thereof, and running thence East 200 feet, thence South 60 feet; thence West 200 feet; thence North 60 feet, to the point of beginning in the Town of Lowell Lake

Parcel 2: The North 37 feet of the West 200 feet of the following described real estate; part of the Northeast 1/4 of the Southeast 1/4 of Section 23, Township 33 North, Range 9 West of the Second Principal Meridian, described as: Commencing at a point on the West line of the above described 40 acre tract, 20 rods North of the Southwest corner thereof; thence running East 48 rods; thence South 20 rods; thence West 240 and 116/193 feet; thence North 193 feet; thence West 451 and 77/193 feet; thence North 137 feet to the point of beginning in the Town of Lowell, Lake County, Indiana, except that part thereof described as follows: Commencing at a point on the West line of the above described 40 acres tract, which is 20 rods North of the Southwest corner thereof and running thence East 400 feet; thence South 60 feet; thence West 400 feet; thence North 60 feet, to the point of beginning, in Lake County, Indiana.

Commonly known as: 244 Burnham St., Lowell, IN 46356

Key No.: 17-4-7-43

