

2002 MAY 30 AM 9: 48 MORRIS V. CARTER RECORDER

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

000000000846934370

THIS MORTGAGE ("Security Instrument") is given on April 22, 2002

The mortgagor is

THOMAS H. JEROME, AND RITA A. JEROME, HUSBAND AND WIFE, WHOSE MAILING ADDRESS IS 831 NORTH CLINE AV GRIFFITH, IN 46319-0000

("Borrower"). This Security Instrument is given to FIFTH THIRD BANK (CHICAGO) and whose address is MICHIGAN which is organized and existing under the laws of 701 E 83RD AVE MERRILLVILLE, IN 46410

("Lender").

Borrower owes Lender the principal sum of Forty Five Thousand Five Hundred AND 00/100

). 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 04/22/22

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

County of LAKE

County of LAKE

County of LAKE , to wit (herein, SEE ATTACHED EXHIBIT "A" the "Real Estate"):

which has the address of 831 N CLINE AVE GRIFFITH, IN 46319-0000 ("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 ILI1 (05/01) Property against all claims and demands. Form 3036 9/90 (page 1 of 5)

02641139 Return to:

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



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 evidented by the Cloan Documents, and the principal and interest on any Future Advances, now cristing or hereafter erected on the Property issuer against loss by fire, hazard Insurance. Borrower shall cert "extended coverage", and such other hazards as Lender may require or as may against loss by fire, hazard sharinnes. Borrower shall cert "extended coverage", and such other hazards as Lender may require or as may against loss by fire, hazard law (including flood insurance required by lifen 27 hereof), and in such amounts of the coverage required to pay the sums secured by the sums secured by the sums as covered by the sums secured by the sums as the sum of the

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
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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 knowledge. Borrower is in compliance in all material respects with all terms and conditions of the required permits, liceses and suthorizations, and is also in compliance in all material respects with all terms and conditions of the required permits, liceses and surhorizations, and is also in compliance in all material respects with all terms and conditions of the required permits, liceses and surhorizations, and is also in compliance and time terms and conditions of the required permits, liceses and the conditions of the property of the past of the property in the past of the property. Borrower set forth in Exhibit 7 (c) hereto, there is no civil, criminal or administrative action, suit, demand, claim (c) Except as set forth in Exhibit 7 (c) hereto, there is no civil, criminal or administrative action, suit, demand, claim (d) Lender will not be deemed to assume any liability or obligation or duty to clean-up or dispose of wastes on or relating in any way to Environmental Laws or Borrower is presentation or warranties. The provisions of this ltem 7 will survive the release or satisfaction of this of any of the foregoing representation or warranties. The provisions of this ltem 7 will survive the release or satisfaction of this of any of the fore

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 hereof.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due due of any installment payments referred to in Item 1 hereof or charge the amount of such installments. Proceedings are provided by Lender to any successor in interest of Borrower approved by Lender to any successor in interest of Borrower approved by Lender to any successor in interest of Borrower and Borrower's successors in interest. Lender shall not be required to commence manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence against any successor or refuse time for payment or otherwise modify amortisation of the sums secured by this proceedings against any successor or refuse time for payment or otherwise modify amortisation of the sums secured by this procurement of insurance By Lender Not A Waiver. Any forbearance by Lender in exorcising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of, to preclude the exorcising any right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the Indebtedness, Future Advances and Obligations secured shall not be a waiver of Lender's right to accelerate the maturity of the Indebtedness, Future Advances and Obligations secured shall not be a waiver of Lender's right to a complete the more provided by a consistent of the Lender shall brind, and the rights hereimeder shall inture to, the respective successors and assigns of Borrower and Lender, subject to hereim shall brind, and the rights hereimeder shall inture to, the respective successors and a agreement.

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, indirectly, more than 10% of either the legal or beneficial ownership of either such Borrower, such entity, or of the Property, indirectly, more than 10% of either the legal or beneficial ownership of either such Borrower, such entity, or of the Property, indirectly, more than 10% of either the legal or beneficial ownership of either such Borrower, such entity, or of the Property, indirectly more than 10% of either the Property or any factor of this Mortgage or 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 default in the payment of the Indebtedness, the Obligations or Future Advances hereby secured or any part thereof in accordance of any other document executed in conjunction with this with the terms of this Mortgage or in the endormance of any documents, or in the performance of any covenant or agreement of Borrower in this Mortgage or in the Mortgage or the Loan Documents, or in the performance of any covenant or agreement of Borrower within a period of 30 days charge against the Property or any part thereof which is not removed to the satisfaction of Lender within a period of 30 days charge against the Property or any part thereof which is not removed to the satisfaction of Lender within a period of 30 days charge against the Property or any part thereof which is not removed to the satisfaction of Lender within a period of 30 days charge against the Property or any part thereof which is not removed to the satisfaction of Lender within a perio

action or suit in any Court, or the abandonment by Borrower of an or any part of the Property (herein Events of Default,), then the Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without notice to the Borrower.

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 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 19. 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 collect any rents, issues, income and profits therefrom, the same being hereby absolutely assigned and transferred to and for the collect any rents, issues, income and profits therefrom, the same being hereby absolutely assigned and transferred to and for the applied to the cost of operation, maintenance and repair, and reasonable collection, management and attorney'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 Promissory notes stating that such notes are s

ihis 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, 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 to time, Borrower is to furnish Lender a statement, in affidavit form, in such written consent. Upon Lender's request from time to time, Borrower is to furnish Lender a statement, in affidavit form, in such reasonable detail as Lender may require, of all of the leases on the Property and, on demand, to furnish Lender executed 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 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 shall discharge this Mortgage as Security For Other Liabilities. This Mortgage shall serve as security for every other liability or liabilities of the Borrower to the Lender and any of its affiliates however created, direct or contingent, due or to become due, 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 by assignment or endorsemen

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 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 real 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 specifie 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 at 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 Lender except upon thirty (30) days prior written notice given by the insurer to Lender. Within thirty (30) days prior to the expiration dat 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 OUT OF THIS MORTGAGE OR THE TRANSACTION 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: (Seal)
THOMAS H. WHOME AKIT THOMAS JEROM
RITA A JEROME (Seal)
Document is JERUME (Seal)
NOT OFFICIAL!
This Document is the property of (Seal)
On this 22nd DAY OF April, 2002, before me, a Notary Public in and for said County and State,
personally appeared
THOMAS H. JEROME, AND RITA A. JEROME, HUSBAND AND WIFE, WHOSE MAILING ADDRESS
IS 831 NORTH CLINE AV GRIFFITH, IN 46319-0000
the individual(e) who executed the formation in the second of the formation in the second of the formation in the second of the
the individual(s) who executed the foregoing instrument and acknowledged that THEY did examine and read the same and did sign the foregoing instrument, and that the same is THEIR free act and deed.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.
My Commission Expires: 06/13/08
(Seal) Notar Public Tyacy Anderson
This instrument was prepared by: Tracy Andedrson Lake County
FIFTH THIRD BANK (CHICAGO)
701 E 83RD AVE MERRILLVILLE, IN 46410
1 On or V
Form 3036 9/90 (page 5 of 5) ILI5 (3/02)

## **LEGAL DESCRIPTION**

Lot 1 in Jerome's First Addition to the Town of Griffith, as per plat thereof, recorded in Plat Book 49 page 138, in the Office of the Recorder of Lake County, Indiana.

Commonly known as: 831 North Cline Avenue, Griffith, IN 46319

Permanent Index Number: 15-26-383-1



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