2002 060522

70076

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

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THIS MORTGAGE ("Security Instrument") is given on June 18, 2002 The mortgagor is

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MARTIN J. SMITH, AND MONICA L. SMITH, HUSBAND AND WIFE, WHOSE MAILING ADDRESS IS 2635 112TH AV CROWN POINT, IN 46307-0000

("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 Forty Five Thousand AND 00/100 Dollars (U.S. 45,000.00

). 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 06/18/22.

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 Lake County, State of INDIANA , to wit (here SEE ATTACHED EXHIBIT "A" , to wit (herein,

which has the address of 2635 112TH AVE CROWN POINT, IN 46307-0000

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

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 Return to: Form 3036 9/90 (page 1 of 5)

Chicago Title Insurance Company 2200 N. Main St.

Crown Point, IN 46307

CTIC Has made an accomodation recording of the instrument.

COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Somework shall promptly pay when due the principal and the interest on the Indebtedness evidenced by the Loan Documents, any extensions or renewals thereof, prepayment and late charget as provided in the Constitution of the C

more than one of the outstanding notes.

6. Preservation and Maintenance of Property; Leasehold; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall planned unit development, Borrower shall perform all of Borrower's obligations under the declaration of covenants creating or governing the condominium or planned unit development, and the by-laws and regulations of the condominium or planned unit

governing the condominium or planned unit development, and the by-laws and regulations of the condominium of planned unit 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)

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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 regulation 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 other limitations, restrictions, conditions, standards, 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, actions or plans which may give rise to any material or investigation, based on or related to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, 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

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 Environmental Laws or Borrower's breach of any of the foregoing representation or warranties. The provisions of this Item 7 will survive the release or satisfaction of this Mortgage or the foreclosure hereof.

9. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any inspection specifying reasonable cause therefor related to Lender's interest in the Property. Additionally, Lender shall have the right to inspect the books and records of the operation of the Property and make with generally accepted accounting principles covering the operation of the Property, should the same be income-producing, Lender may in its discretion require Borrower to deliver to Lender within 90 days after the close of each of the Borrower's fiscal years an a certified public accountant acceptable to Lender.

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 shall be paid to 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 collection including attorney's fees, at Lender's option, either to restoration or repair of the Property, or to the sums secured by this Mortgage, and if, in the sole discretion of Lender, Lender is not satisfied with the adequacy of collateral for any remaining 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.

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 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 date of any installment payments referred to in Item 1 hereof or change the amount of such installments.

11. Borrower Not Released. Extensions the time for payment or modification of amount of such installments, this Mortgage granted by Lender to any successor in interest and proved the pender shall not operate to release, in any manner, the liability of the original Borrower and in morest or Borrower approved by Lender shall not operate to release, in any proceedings against any successor or refuse time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the grant Borrower or Borrower's successors in interest.

12. Forbearance By Lender Not A Wais er Any forbearance by Lender in exercising any right or remedy this coherence afforded by applicable law, shall not be a valver of 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, Furture and the state of the st Form 3036 9/90 (page 3 of 5) ILI3 (5/00)

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If Borrower herein is other than an individual or individuals acting on their own behalf, any change in the legal or indirectly, more than 10% of either the list enhanced of which changes the identity of any person or persons having, directly or indirectly, more than 10% of either the list enhanced of ownership of either such Borrower, such entired to be made or created, without Lender's prior written consent.

or any consent of the payment o

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 security interest granted herein. Upon the occurrence of any Event of Default under this Mortgage, Lender will have the 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 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 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 Lender may approve, Property under the National Flood Insurance Act of 1968, as amended, whichever is less, and shall be noncancelable as to Lender of each such flood insurance policy, Borrower shall deliver 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 Instrument and in any rider(s) executed by Borrower and recorded with it. Witnesses: (Seal) MARTIN J. SMIT (Seal) Jocument is (Seal) TOFFICI (Seal) This Document is the property INDIANA-LAKE STATE OF the Lake County Recorder! On this 18th DAY OF June, 2002, before me, a Notary Public in and for said County and State, personally appeared MARTIN J. SMITH, AND MONICA L. SMITH, HUSBAND AND WIFE, WHOSE MAILING ADDRESS IS 2635 112TH AV CROWN POINT, IN 46307-0000 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 THEIR IN WITNESS WHEREOF, I have hereunto set my hand and official seal free act and deed. My Commission Expires: 9-3-2009 (Seal) ROBERT D LUTES Notary Public This instrument was prepared by: ROBERT D LUTES LAKE COUNTY FIFTH THIRD BANK (CHICAGO)

701 E 83RD AVE MERRILLVILLE, IN 46410

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EXHIBIT A

Lot 18 in Niles Creek Addition Unit 1, as per plat thereof, recorded in Plat Book 73 page 55, in the Office of the Recorder of Lake County, Indiana.

PIN: 9-534-18

Commonly known as:

2635 112th Ave., Crown Point, IN 46307-0000

