(Space Above This Line for Recording Plata)

**OPEN-END MORTGAGE** 

000000000847782950

THIS MORTGAGE ("Security Instrument") is given on July 8, 2002

LARRY G. ALT AND PATRICIA P. ALT, HUSBAND AND WIFE, WHOSE MAILING ADDRESS IS 5555 WEST 101ST. AVE.

("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 One Hundred Fifty Thousand AND 00/100

("Lender").

Dollars (U.S. 150,000.00 ). 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 07/08/22.

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 LAKEument is the P, State of INDIANA , to wit (herein, SEE ATTACHED EXHIBITUATY Recorder!

which has the address of 5555 W 101ST AVE CROWN POINT, IN 46307-0000 ("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. 02861062

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

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ILI1 (05/01)

1. Purposet of Principal and Interest. Borrower shall promptly pay when due the principal and the interest on the Indebections criderosci by the Loan Documents, and venerous or renewals thereof, prepayment and late charges to the Loan Documents, and the principal and the interest of the Loan Documents, and the principal and the interest of the Property insured care in the property insured to property insured to the property insured to

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 interest, including, but not limited to, disbursement of reasonable 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, ordinance, code or regulation affecting or regulatin the environment ("Environmental Laws") and, to the best of Borrower's authorizations, and is also in compliance in all material respects with all terms and conditions of the required permits, liceses and prohibitions, requirements, obligations schedules and timetables contained in the Environmental Laws", 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 handling, or the omission, discharge, release or threatened release into the environment, of any pollutant, contaminant, chemical, or incustrial, toxic or hazardous substance or waste; and

(c) Except as a front in Exhibit 7 (c) hereto, there is no civil, criminal or administrative action, suit, demand, claim in any way to Environment 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 Mortages, and expenses (including, without limitation attorney's fees) relating to any list property. Additionally, bender shall have the right to inspect the books and records of the operation of the Property, provided the Property. Additionally, bender 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

indebicdness, 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 (Increof).

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 of change the amount of such installments.

11. Borrower Not Release Lenders of the time for payment or modification of amortization of the surrection of the su Form 3036 9/90 (page 3 of 5)

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 legal or beneficial ownership of either such Borrower, such entity, or of the Property, or or created, without Lender's prior written consent. Such reasons of this leme. Such transfer shall not be made, created, 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 Loan Documents) or a with the terms of this Mortgage, of the aforesaid Loan Documents or of any other document executed in conjunction with this 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 payment or performance of any document or instrument securing any Indebtedness or Obligation, or upon the filing of any the charge against the Property or any part thereof, the filing of any thereafter, the institution of any proceeding to orice the lien or charge upon the Property or any part thereof, the filing of any the benefit of its creditors, the placing of Borrower of all or any part of the Property or any part thereof, the filing of any the benefit of its creditors, the placing of Borrower in receivership, trusteeship or conservatorship with or inheritation of the property or any part thereof, the filing of any the benefit of its creditors, the placing of Borrower of all or any part of the Property or any part thereof, the filing of any the benefit of its creditors, the placing of Borrower of all or any part of the Property in Events of Default'), then notice to the Borrower.

The sums secured hereby shall bear interest at the highest rate permitted to be charged on delinquent installments of subject to foreclosure. Lender shall be entitled to collect in such proceedings of provential and the property i

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's prior reasonable detail as Lender may require, of all of the leases on the Property and, on demand, to furnish Lender executed 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 statute, 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 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, 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.

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28. Flood Insurance. If any part of any of the Property lies within a "special flood hazard area" as defined are by the United States Department of Housing and Urban Development pursuant to the Flood Disaster Protection Act of 19 in effect; Borrower shall (i) promptly purchase and pay the premiums for flood insurance policies as Lender deems requited then in effect: and (ii) deliver such policies to Lender together with evidence satisfactory to Lender that the premiums the shall provide that losses thereunder be payable to Lender pursuant to such forms of loss payable clause as Lender may approperty under the National Flood Insurance Act of 1968, as amended, whichever is less, and shall be noncancelable as the except upon thirty (30) days prior written notice given by the insurer to Lender. Within thirty (30) days prior to the expect of each such flood insurance policy, Borrower shall deliver to Lender a renewal policy or endorsement together with evidence or the payable to Lender that the premium therefor has been paid.  29. Jury Waiver. BORROWER WAIVES THE RIGHT TO TRIAL BY JURY OF ANY MATTERS ARISING THIS MORTGAGE OR THE TRANSACTION CONTEMPLATED HERBY.  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.	973 as now red so that of 1973 as erefor have reunder, prove, o any of the o Lender iration date lence
	_(Seal)
Document is the property of  STATE OF VOICE OF July, 2002,  On this 8th DAY OF July, 2002,  personally appeared personally appeared AND PATRICIA P. ALT  LARRY G. ALT AND CONTROL P. ALT	_(Seal)
POINT, IN 46307-0000  the individual(s) who executed the foregoing instrument and acknowledged that AVE (CARE).	me
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: (Seal)  This instrument was prepared by:  Notary Public  Norma   Hunter Lake  FIFTH THIRD BANK (CHICAGO)  701 E 83RD AVE MERRILLVII.LE, IN 46410  Form 3036 9/90 (page 5 of 5) ILI5 (3/0)	
ECRMA LEUNTE:  NOTARY PUBLIC  STATE OF INDIANA  * CORRESSION EXPIRES JULL 14, ALM 9	

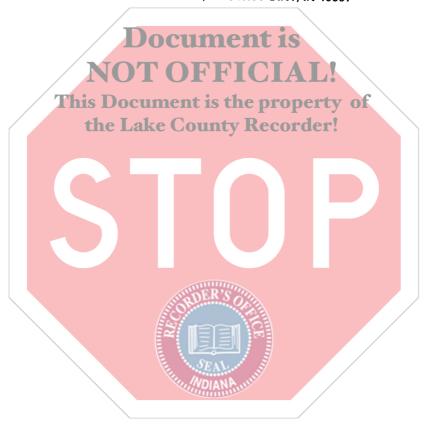
14/20

## **LEGAL DESCRIPTION**

PART OF FRACTIONAL NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER OF SAID SECTION 1; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 1 A DISTANCE OF 200 FEET TO THE POINT OF BEGINNING OF THIS DESCRIBED PARCEL; THENCE SOUTH AND PARALLEL WITH THE WEST LINE OF SAID NORTHEAST QUARTER 822.0 FEET; THENCE EAST AND PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST QUARTER 420.0 FEET; THENCE EAST AND PARALLEL WITH THE WEST LINE OF SAID NORTHEAST QUARTER 450.0 FEET; THENCE NORTH AND PARALLEL WITH THE WEST LINE OF SAID NORTHEAST QUARTER 640.0 FEET; THENCE WEST AND PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST QUARTER, 770.0 FEET; THENCE NORTH AND PARALLEL WITH THE WEST LINE OF SAID NORTHEAST QUARTER, 770.0 FEET; THENCE NORTH AND PARALLEL WITH THE WEST LINE OF SAID NORTHEAST QUARTER 622.0 FEET MORE OR LESS TO THE NORTH LINE OF SAID SECTION 1; THENCE WEST ALONG SAID NORTH LINE OF SAID SECTION 1 A DISTANCE OF 100.0 FEET TO THE POINT OF BEGINNING.

KEY NO.: 3-7-28-72 AND 73

Commonly known as: 5555 WEST 101ST AVENUE, CROWN POINT, IN 46307



LEGAL 6/98 SB