

4 pages

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

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MORRIS COUNTY CLERK  
RECORDS

**Open-End Mortgage**  
(Secured Personal Credit Line)

**THIS INSTRUMENT SECURES LOAN ADVANCES, INCLUDING FUTURE LOAN ADVANCES, CONSTITUTING A FIXED OR VARIABLE-RATE, REVOLVING LINE OF CREDIT, UP TO A MAXIMUM AMOUNT OUTSTANDING AT ANY TIME (THE "CREDIT LIMIT") OF: \$ 10,000.00**

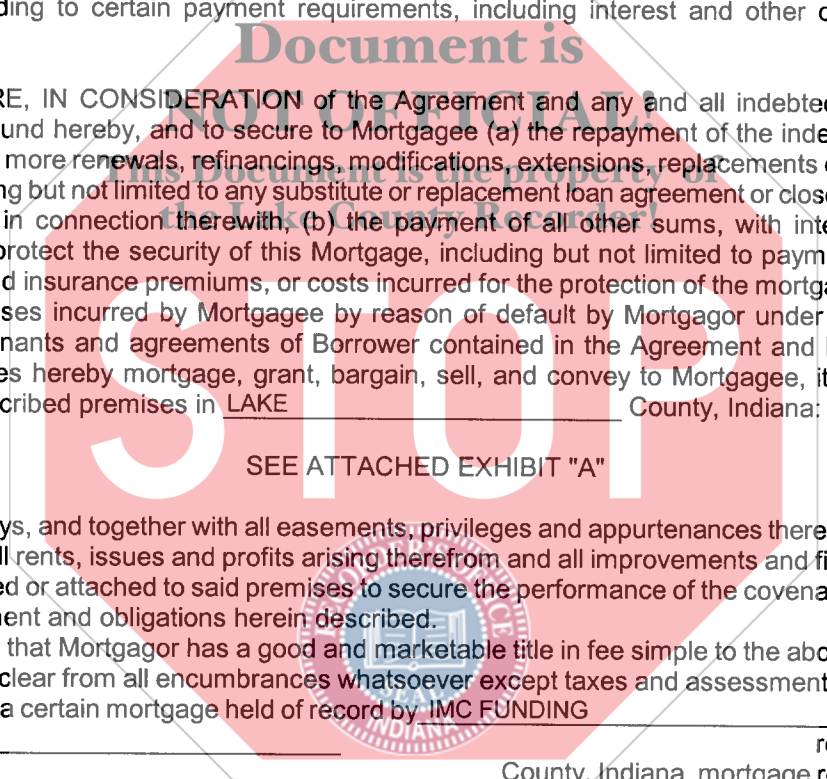
This OPEN-END MORTGAGE (the "Mortgage") is given by;

ALEX GARCIA, A.K.A. ALEXANDER GARCIA, JR., and

KRISTINE GARCIA, A.K.A. KRISTINE J. GARCIA (the "Mortgagor"),

whose address is 124 N LINDA ST HOBART IN 46342-3248,  
to The Huntington National Bank (the "Mortgagee"), whose address is Department HZ1104 7450 Huntington Park Drive Columbus, OH 43235.

WHEREAS, ALEX GARCIA, KRISTINE GARCIA (the "Borrower", whether one or more) is entering into an agreement with Mortgagee, dated 06/26/2003, for a loan in the principal amount of TEN THOUSAND DOLLARS AND 00 CENTS Dollars, (\$ 10,000.00) (such agreement being referred to herein as the "Agreement"), which obligates Borrower to repay the loan according to certain payment requirements, including interest and other charges as set forth in the Agreement.



NOW, THEREFORE, IN CONSIDERATION of the Agreement and any and all indebtedness incurred thereunder, intending to be legally bound hereby, and to secure to Mortgagee (a) the repayment of the indebtedness evidenced by the Agreement, or any one or more renewals, refinancings, modifications, extensions, replacements or substitutions thereof or of the terms thereof (including but not limited to any substitute or replacement loan agreement or closed end promissory note) and all interest and charges in connection therewith, (b) the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, including but not limited to payment of taxes, assessments, maintenance charges, and insurance premiums, or costs incurred for the protection of the mortgaged premises or the lien of the Mortgage and expenses incurred by Mortgagee by reason of default by Mortgagor under this Mortgage, and (c) the performance of the covenants and agreements of Borrower contained in the Agreement and Mortgagor contained in the Mortgage, Mortgagor does hereby mortgage, grant, bargain, sell, and convey to Mortgagee, its successors and assigns, forever, the following described premises in LAKE County, Indiana:

SEE ATTACHED EXHIBIT "A"

subject to all legal highways, and together with all easements, privileges and appurtenances thereunto belonging, all estates in reversion or remainder, all rents, issues and profits arising therefrom and all improvements and fixtures of every kind, now or hereafter acquired, erected or attached to said premises to secure the performance of the covenants of this Mortgage and the repayment of the Agreement and obligations herein described.

Mortgagor covenants that Mortgagor has a good and marketable title in fee simple to the above described premises and that the same is free and clear from all encumbrances whatsoever except taxes and assessments payable hereafter and the balance presently due on a certain mortgage held of record by IMC FUNDING as AS INSTRUMENT # \_\_\_\_\_ recorded in the Office of the Recorder of LAKE County, Indiana, mortgage records; and will warrant and defend the same with appurtenances unto the Mortgagee, its successors and assigns, forever, against all lawful claims and demands whatsoever, except as above noted.

**MORTGAGOR FURTHER COVENANTS AND AGREES:**

1. To pay the obligation secured hereby as evidenced by the Agreement, (but only for any Mortgagor who is also a borrower under the Agreement) without relief from valuation and appraisal laws, and all taxes, assessments and utilities against the mortgaged property as the same shall become due and payable; and to pay when due all indebtedness secured by a lien upon the mortgaged property, or any part thereof, and to pay and properly discharge, at Mortgagor's expense, the liens of any mechanic, laborer, materialman, supplier or vendor.



Patriot Title, L.L.C.  
220 West Washington Street  
Suite A  
Lebanon, Indiana 46052



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2. To keep and maintain all buildings now or hereafter situated upon the mortgaged property at all times in good repair and not to commit or suffer to be committed waste upon the mortgaged property. If this Mortgage is on a unit in a condominium or a planned unit development, Mortgagor shall perform all of Mortgagor's obligations under the declaration or covenants creating and governing the condominium or planned unit development, the bylaws and regulations of the condominium or planned unit development, and all constituent documents.

3. To keep the mortgaged property insured against loss or damage by fire, windstorm, flood, and such other hazards as Mortgagee requires for the benefit of Mortgagee and the holder of any prior mortgage in the aggregate amount of the total mortgage indebtedness encumbering the mortgaged property with insurance companies acceptable to Mortgagee, and to deposit the policies of insurance or copies or other evidence thereof acceptable to Mortgagee with Mortgagee. Mortgagee is hereby authorized to adjust and compromise any loss covered by such insurance, to collect the proceeds thereof, indorse checks and drafts issued therefore in its own name and/or as attorney-in-fact for Mortgagor, and to apply such proceeds as a credit upon any part of the indebtedness secured hereby whether then due or thereafter becoming due or to permit the use of the same for the purpose of rebuilding or repairing the damaged property. Mortgagor shall name Mortgagee as an additional insured or loss payee on all such policies which policies shall contain a 30-day written notice of cancellation clause in favor of Mortgagee.

4. To perform all the covenants on the part of Mortgagor to be performed under the provisions of any prior mortgage, and upon failure of Mortgagor to perform such covenants, Mortgagee herein may at its option do so. Mortgagee shall have a claim against Mortgagor for all sums so paid by it for the Mortgagor plus interest as hereinafter provided; it being specifically understood that although Mortgagee may take such curative action, Mortgagor's failure to comply with any of the covenants of such prior mortgage shall constitute a breach of a condition of this Mortgage.

5. To make no sale or transfer of the legal title to the mortgaged property or any equitable interest therein without obtaining prior written consent of Mortgagee. Mortgagee is under no obligation to grant consent, other than as may be required by federal law.

6. To pay Mortgagee interest at the rate from time to time in effect as provided for in the Agreement secured hereby on all credit extended and all sums advanced by Mortgagee for the benefit of Mortgagor pursuant to the provisions hereof.

7. That the Mortgagee is authorized to collect all damages paid and awards made as the result of the appropriation by or in lieu of eminent domain of all or part of the mortgaged property, and apply the net proceeds therefrom as a credit upon any part of the indebtedness secured hereby whether then due or thereafter becoming due.

8. That upon the occurrence of any Termination Event of Default as set forth in the Agreement, and following any notice and/or the expiration of any time period required by law, Mortgagee may declare the indebtedness secured by this Mortgage to be immediately due and payable without further notice or demand, and may foreclose this Mortgage by judicial proceeding in accordance with applicable law. Mortgagee shall be entitled to collect in such proceeding all costs and disbursements to which Mortgagee may become entitled by law in connection with such foreclosure proceeding, including but not limited to Mortgagee's attorney fees to the extent not permitted by applicable law, the costs of updated title searches of title insurance, and the costs of any environmental tests, studies and assessments deemed necessary by Mortgagee.

9. That upon commencement of any judicial proceeding to enforce any right under this Mortgage, the court in which such proceeding is brought, at any time thereafter, and without reference to the then value of the mortgaged property, to the use of said property as a homestead or to the solvency or insolvency of any person liable for the indebtedness secured hereby or other grounds for extraordinary relief, may appoint a receiver for the benefit of Mortgagee with power to take immediate possession of the mortgaged property, manage, rent and collect the rents, issues and profits thereof and such rents, issues and profits when collected may be applied toward the payment of any indebtedness then due and secured hereby and the costs, taxes, insurance or other items necessary for the protection and preservation of the mortgaged property, including the expenses of such receivership.

10. That each of the covenants and agreements hereof shall be binding upon and shall inure to the benefit of the respective heirs, executors, administrators, successors and assigns of Mortgagor and Mortgagee herein. Mortgagee has the right to assign this Mortgage, and the obligations secured hereby, without notice to Mortgagor except as may be required law. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the mortgaged property is located, except that if the Agreement secured hereby specifies the law of a different jurisdiction as governing, such law shall be the applicable law governing the interest rate, fees, charges, and other terms of the credit transaction secured hereby. The foregoing sentence shall not limit the applicability of federal law to this Mortgage or the obligation secured hereby. If more than one person is a Mortgagor, all covenants and agreements of Mortgagor hereunder shall be joint and several. Any Mortgagor who signs this Mortgage, but does not sign the Agreement secured hereby (a) is signing this Mortgage only to mortgage, grant, bargain, sell and convey that Mortgagor's interest in the mortgaged property to Mortgagee under the terms of this Mortgage, (b) is not personally liable on the Agreement or this Mortgage, and (c) agrees that Mortgagee and any other holder of this Mortgage may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the obligations secured hereby without notice to that Mortgagor or that Mortgagor's consent and without releasing that Mortgagor or modifying this Mortgage as to that Mortgagor's interest in the mortgaged property.

11. That this Mortgage shall remain in full force and effect notwithstanding any renewal, refinancing, modification, extension, replacement or substitution of the Agreement or of the terms thereof (including but not limited to any substitute or replacement credit line agreement or closed-end promissory note).

12. That no delay by Mortgagee in the exercise of any of its rights hereunder shall preclude the exercise thereof so long as Mortgagor is in default hereunder, and no failure of Mortgagee to exercise any of its rights hereunder shall preclude the exercise thereof in the event of a subsequent default by Mortgagor hereunder. Mortgagee may enforce any one or more of its rights or remedies herein successively or concurrently. If the lien of this Mortgage is invalid or unenforceable as to any part of the obligations hereby secured or as to any part of the mortgaged property, the unsecured or partially secured portion of the obligations shall be completely paid prior to the payment of the secured or partially secured portion of the obligations hereby secured. In the event any provision of this Mortgage is deemed invalid or unenforceable for any reason, such invalidity shall not affect the other provisions of this Mortgage, which shall be deemed severable and shall remain in full force and effect.



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13. Mortgagor shall not cause or permit the presence, use, disposal, storage or release of any Hazardous Substances on or in the mortgaged premises. Mortgagor shall not do, or allow anyone else to do, anything affecting the mortgaged premises that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use or storage on the mortgaged premises of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the mortgaged premises. As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde and radioactive materials. As used in this paragraph "Environmental Law" means federal laws and laws of the jurisdictions in which the mortgaged premises is located that relate to health, safety or environmental protection.

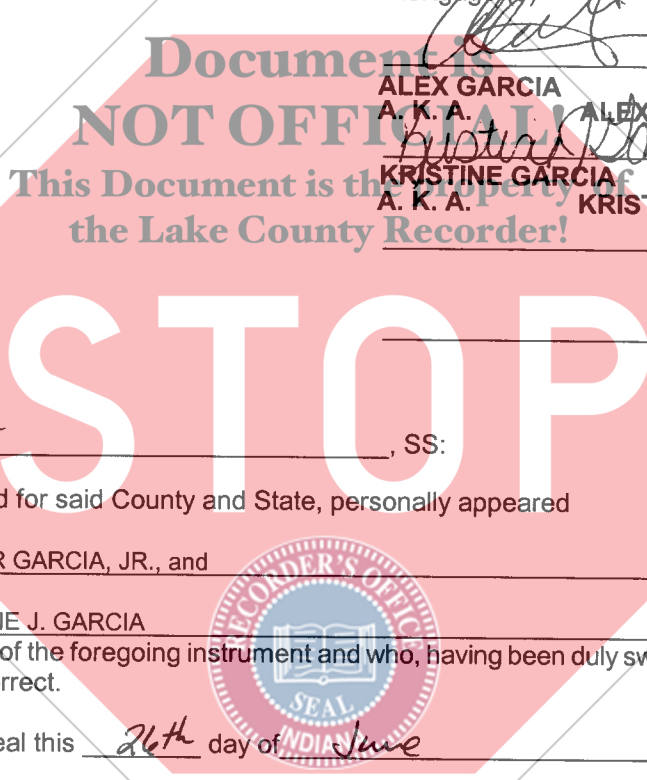
PROVIDED ALWAYS that these presents are upon the following conditions: That upon payment in full of all amounts secured by this Mortgage, including but not limited to payment in full of all indebtedness incurred under the Agreement, or any renewal, refinancing, modification, extension, replacement or substitution thereof or of the terms thereof, and provided that Mortgagor is permanently unable to obtain further loan advances thereunder and Mortgagor has returned all access devices to Mortgagee, including but not limited to any credit cards or unused checks, and all outstanding checks, credit card purchase tickets, or other items have been paid then Mortgagee shall release this Mortgage, without charge to Mortgagor, except that Mortgagor shall pay the cost of recording any release or satisfaction of this Mortgage.

Mortgagor and any spouse of any Mortgagor who signs this Mortgage (whether or not such spouse is named in this Mortgage as a Mortgagor) do hereby waive, remise, release, and forever quitclaim unto Mortgagee any homestead or other exemption rights with respect to the mortgaged property and all rights of dower in and to the mortgaged property, all to the extent permitted by applicable law.

IN WITNESS WHEREOF; this Mortgage has been executed at this 26<sup>th</sup> day of June, 20 03.

Mortgagor(s)

[Signature]  
ALEX GARCIA  
A. K. A. ALEXANDER GARCIA, JR.  
[Signature]  
KRISTINE GARCIA  
A. K. A. KRISTINE J. GARCIA



STATE OF INDIANA,  
COUNTY OF LAKE, SS:

Before me, a Notary Public in and for said County and State, personally appeared

ALEX GARCIA, A.K.A. ALEXANDER GARCIA, JR., and

KRISTINE GARCIA, A.K.A. KRISTINE J. GARCIA

and acknowledged the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true and correct.

Witness my hand and Notarial Seal this 26<sup>th</sup> day of June, 20 03.

My Commission Expires:

June 5, 2011

This Instrument Prepared By and Return to:

The Huntington National Bank  
P.O. Box 122620 - SW30  
Covington, KY 41012-9956

CHRISTINA DAVIS

86178380-002-071

IN DEED (PCL) (9/2002) Pg. 3 of 3



[Signature]  
(signature)

Kevin DeAngelo  
(Printed name) Notary Public

Resident of Hendricks County



Kevin DeAngelo  
Notary Public, State of Indiana  
County of Residence, Hendricks  
Commission Exp. June 5, 2011

Fidelity National Title Insurance Company

Commitment Number: 2306146

**SCHEDULE C  
PROPERTY DESCRIPTION**

The land referred to in this Commitment is described as follows:

The East 175 feet of the North 70 feet of Lot 23 in Woods Addition to the Town of Hobart, as per plat thereof recorded in Plat Book "D" Page 567 in the Office of the Recorder of Lake County, Indiana.

Subject to any and all easements, agreements and restrictions of record.

The above described property is also known as:

124 North Linda Street  
Hobart, IN 46342  
Lake County

