

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2003 OCT -9 PM 1:26

OLNACS # 9848644

MORRIS W. CARTER
RECORDER PNCBANK

AKA Frances G Smelser

359405

Mortgage

(This Mortgage Secures Future Advances)

THIS MORTGAGE is made on **09/06/2003**.

The Mortgagor is **DAVID T SMELSER AND FRANCES C SMELSER**.

If there is more than one, the word "Mortgagor" herein refers to each and all of them. The Mortgagee is **PNC Bank, National Association**

The word "Borrower" means **DAVID T SMELSER, FRANCES C SMELSER**.

If there is more than one, the word "Borrower" herein refers to each and all of them.

Mortgagee has granted to Borrower a home equity variable rate line of credit, providing for a Maximum Credit Limit (that is, a maximum amount of indebtedness) of **Forty-five Thousand Dollars And Zero Cents** (U.S. \$ **45,000.00**), under the terms of Borrower's written agreement (referred to herein as the "Agreement"), dated **09/06/2003** , under which amounts are payable and due on or before **09/11/2033** . Mortgagee is obligated, under terms set forth in the Agreement, to make future advances during the Draw Period of the Account. Mortgagee is not obligated to make advances which would cause the principal balance outstanding to exceed the Maximum Credit Limit and is not obligated to make advances after the Account is terminated or during periods when further extensions of credit are prohibited or suspended as provided in the Agreement. By the Agreement, Borrower has agreed to repay the advances in monthly installments with interest. The terms of the Agreement allow for changes in the interest rate and the monthly payment.

This Mortgage secures to Mortgagee: (a) the repayment of the debt evidenced by the Agreement, with interest and other charges as provided therein; (b) the payment of all other sums, with interest thereon, advanced hereunder for the payment of taxes, assessments, maintenance charges, insurance premiums and costs incurred to protect the security of this Mortgage; (c) the payment of all of Mortgagee's costs of collection, including costs of suit and, if permitted by law, reasonable attorneys' fees and expenses, if suit is filed or other action is taken to collect the sums owing or to protect the security of this Mortgage; (d) the payment of any refinancing, substitution, extension, modification, and/or renewal of any of said indebtedness, interest, charges, costs and expenses; (e) the performance of Mortgagor's and/or Borrower's covenants and agreements under this Mortgage and the Agreement; and (f) the repayment of the debt evidenced by any agreement which was replaced by the Agreement, to the extent that such debt is owed to Mortgagee and has not been paid. For this purpose, Mortgagor does hereby mortgage, warrant, grant and convey to Mortgagee the following described property, together with all improvements now or hereafter erected, and all easements, rights and appurtenances thereon, located at and known as:

SEE ATTACHED EXHIBIT

STOP

The word "Property" herein shall mean all of the foregoing mortgaged property.

To have and to hold the Property unto the Mortgagee, its successors and assigns, forever. Provided, however, that if the Mortgagor and/or Borrower shall pay to Mortgagee the said debt, interest and all other sums and perform all covenants and agreements secured hereby, and if Borrower has no further right to obtain advances of credit under the Agreement, then and from thenceforth, as well, this present Mortgage and the estate hereby granted and conveyed by it shall cease, determine and become void and of no effect, anything hereinbefore contained to the contrary thereof, in anywise notwithstanding.

Warranty of Title. Mortgagor warrants and represents to Mortgagee that: (a) Mortgagor is the sole owner of the Property, and has the right to mortgage and convey the Property; (b) the Property is unencumbered except for encumbrances now recorded; and (c) Mortgagor will defend the title to the Property against all claims and demands except encumbrances now recorded.

Default. Mortgagor will be in default under this Mortgage upon a default under the terms of the Agreement.

Mortgagee's Remedies. Unless prohibited by law, if Mortgagor is in default under this Mortgage, Mortgagee may, at its option, after notice required by law, if any, declare due and payable the entire unpaid balance of the sums which are secured by this Mortgage and owing under the Agreement. If Mortgagee so declares such entire balance due and payable, Mortgagee may take possession of the Property, collect any and all rents, apply said rents to the indebtedness secured by this Mortgage, foreclose the Mortgage, or take other action upon the Mortgage as permitted or provided by law to collect the balance owing.

Waiver of Valuation and Appraisal. Mortgagor waives all rights of valuation and appraisal laws.

Remedies Cumulative. If any circumstance exists which would permit Mortgagee to accelerate the balance, Mortgagee may take such action at any time during which such circumstance continues to exist. Mortgagee's remedies under this Mortgage shall be cumulative and not alternative.

Benefit and Burden. The premises, agreements and rights in this Mortgage shall be binding upon and benefit anyone to whom the Property or this Mortgage is transferred. If more than one Mortgagor signs this Mortgage, each and all of them are bound individually and together.

Delay in Enforcement. Mortgagee can delay in enforcing any of its rights under this Mortgage or the Agreement without losing that right. Any waiver by Mortgagee of any provision of this Mortgage or the Agreement will not be a waiver of the same or any other provision on any other occasion.

IN
EFORM103905-0598

Consumer Loan Center
2730 Liberty Ave.
Pittsburgh, PA 15222

CK# 1284129
13.00
KM

Assignment. Mortgagee may sell, transfer or assign this Mortgage without Mortgagor's consent.

Severability. If any provision of this Mortgage is held to be invalid or unenforceable, such determination shall not affect the validity or enforceability of the remaining provisions of this Mortgage.

WITNESS the signing of this Mortgage on the date set forth above, intending to be legally bound.

Mortgagor ✓ 

AKA Mortgagor ✓ Frances G. Smelser
Frances C. Smelser

Type or print name: DAVID T. SMELSER

Type or print name: FRANCES C. SMELSER
AKA Frances G Smelser

STATE OF INDIANA)
COUNTY OF) SS:

FRANCES G. SMELSER
DAVID T. SMELSER

Before me, a Notary Public in and for said County and State, personally appeared DAVID T. SMELSER who acknowledged the execution of the foregoing mortgage.

WITNESS my hand and Notarial Seal this 9th day of SEPTEMBER



Signature Isabelle M Smaroff
Printed ISABELLE M SMAROFF
NOTARY PUBLIC
Residing in _____ County, Indiana.

My commission expires:

This instrument was prepared by:

Rita Altimari

RITA ALTIMARI
SOUTHWEST FINANCIAL SERVICES, LTD.
537 EAST PETE ROSE WAY, STE. 300
CINCINNATI, OHIO 45202



Mail to:
PNC Bank
Consumer Loan Center
Collateral Control
2730 Liberty Avenue
Pittsburgh, PA 15222

From
AKA Frances G Smelser
DAVID T SMELSER AND FRANCES C SMELSER
To
PNC Bank

Mortgage
(This Mortgage Secures
Future Advances)

Recorded _____ Number _____

EXHIBIT "A" LEGAL DESCRIPTION

Account #: **8210714**
Order Date: **08/22/2003** Parcel #: **12-14-303-55**
Reference: **9848644**
Name: **DAVID SMELSER**
FRAN SMELSER
Deed Ref: **2003-48394/**

THE FOLLOWING DESCRIBED REAL ESTATE IN LAKE COUNTY, STATE OF INDIANA TO-WIT:

LOT 113, CASTLE VIEW UNIT IV ADDITION TO THE TOWN OF DYER, LAKE COUNTY, INDIANA AS SHOWN IN PLAT BOOK 92 PAGE 29 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

SUBJECT TO ALL EASEMENTS, COVENANTS, CONDITIONS, RESERVATIONS, LEASES AND RESTRICTIONS OF RECORD, ALL LEGAL HIGHWAYS, ALL RIGHTS OF WAY, ALL ZONING, BUILDING AND OTHER LAWS, ORDINANCES AND REGULATIONS, ALL RIGHTS OF TENANTS IN POSSESSION, AND ALL REAL ESTATE TAXES AND ASSESSMENTS NOT YET DUE AND PAYABLE.

BEING THE SAME PROPERTY CONVEYED BY DEED RECORDED IN DOCUMENT NO. 2003-48394, OF THE LAKE COUNTY, INDIANA RECORDS.

