

2003 112035

2003 OCT 17

8412158

OLNACS Number: 9790288

Mortgage

(Closed-End) *SWF*

54-1-8109790288



THIS MORTGAGE is made on **08/25/2003**.

The Mortgagor is **ALAN D. SCOTT & PAULA J. SCOTT H&W**.

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 **ALAN D. SCOTT, PAULA J. SCOTT**.

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

Borrower owes Mortgagee the sum of **One Hundred Fifteen Thousand Dollars And Zero Cents**

(U.S. \$ **115,000.00**). This debt is evidenced by Borrower's written obligation (referred to herein as the "Note"), dated **08/01/2003** under which amounts are payable and due on or before **08/01/2023** .

This Mortgage secures to Mortgagee: (a) the repayment of the debt evidenced by the Note, 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) 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 Note; and (f) the repayment of the debt evidenced by any note or agreement which was refinanced by the Note, 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 1 AND EXHIBIT A

NOT OFFICIAL!

This Document is the property of the Lake County Recorder!

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 Mortgagor and/or Borrower shall pay to Mortgagee the said debt, interest, and all other sums and perform all covenants and agreements secured hereby, then this Mortgage and the estate conveyed by it shall terminate and become void.

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.

Covenants. Mortgagor promises and agrees as follows:

1. Mortgagor will maintain the Property in good order and repair.
2. Mortgagor will comply with all laws respecting the ownership and/or use of the Property.
3. If the Property is part of a condominium or planned unit development, Mortgagor will comply with all by-laws, regulations and restrictions of record.
4. Mortgagor will pay and/or perform all obligations under any mortgage, lien, or security agreement which has priority over this Mortgage.
5. Mortgagor will pay or cause to be paid all taxes and other charges assessed or levied on the Property when due and, upon Mortgagee's request, will deliver to the Mortgagee receipts showing the payment of such charges.
6. While any part of the debts secured by this Mortgage remain unpaid, Mortgagor promises to obtain and keep in force property insurance and, if required by federal law, flood insurance on the Property. The property insurance must cover loss of or damage to the Property and must be in an amount sufficient to protect Mortgagee's interests; flood insurance must be of the type and in the amount required by federal law. Mortgagor agrees to provide Mortgagee evidence of required insurance. All policies must name Mortgagee as a loss payee/secured party and must provide for at least 10 days written notice to Mortgagee of reduction in coverage or cancellation. Mortgagor gives Mortgagee the right to sign Mortgagor's name on any check or draft from an insurance company and to apply the money to any debt secured by this Mortgage. This is limited to checks and drafts in payment of a claim under an insurance policy for loss or damage to the Property or for returned or rebated premiums on policies insuring the Property.
7. If Mortgagor fails to keep in force the required insurance and/or fails to provide evidence of such insurance to Mortgagee, Mortgagee may notify Mortgagor that Mortgagor should purchase the required insurance at Mortgagor's expense. If Mortgagor fails to purchase the insurance within the time stated in the notice and/or fails to provide evidence of such insurance to Mortgagee, Mortgagee may purchase insurance to protect Mortgagee's interest, to the extent permitted by applicable law, and charge Mortgagor the cost of the premiums and any other amounts Mortgagee incurs in purchasing the insurance. **THE INSURANCE MORTGAGEE PURCHASES WILL BE SIGNIFICANTLY MORE EXPENSIVE AND MAY PROVIDE LESS COVERAGE THAN INSURANCE MORTGAGOR COULD PURCHASE OTHERWISE.** Mortgagee may receive reasonable compensation for the services which Mortgagee provides in obtaining any required insurance on Mortgagor's behalf. In certain states, the required insurance may be obtained through a licensed insurance agency affiliated with Mortgagee. This agency will receive a fee for providing the required insurance. In addition, an affiliate may be responsible for some or all of the underlying insurance risks and may receive compensation for assuming such risks. If Mortgagor fails to perform any other duty or obligation required by these Covenants, Mortgagee may, at its sole option, advance such sums as it deems necessary to protect the Property and/or its rights in the Property under this Mortgage. Mortgagor agrees to repay Mortgagee any amounts advanced in accordance with this paragraph, with interest thereon, upon demand.
8. Any interest payable to Mortgagee after a judgment is entered or on additional sums advanced shall be at the rate provided for in the Note.
9. Mortgagee may make reasonable entries upon and inspections of the Property after giving Mortgagor prior notice of any such inspection.
10. Mortgagor will not sell, transfer ownership in, or enter into an installment sale contract for the sale of all or any part of the Property.
11. The promises, 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. The covenants made in this section and Mortgagee's remedies set forth below shall not merge with any judgment entered in any legal action and shall apply until all amounts owed are paid in full.

IN FORM108654-0598

*Consumer Loan Center
2730 Liberty Ave,
Pittsburgh, PA, 15222*

*15.00
XP*

1289073

Default. Mortgagor will be in default under this Mortgage: (a) if there is a default under the Note; (b) if Mortgagor breaks any promise made in this Mortgage; (c) if any Mortgagor dies; (d) if any other creditor tries to take the Property by legal process; (e) if any Mortgagor files bankruptcy or if anyone files an involuntary bankruptcy against any Mortgagor; (f) if any tax lien or levy is filed or made against any Mortgagor or the Property; (g) if any Mortgagor has made any false statement in this Mortgage; or (h) if the Property is destroyed, or seized or condemned by federal, state or local government.

Mortgagee's Remedies. Unless prohibited by law, if Mortgagor is in default under this Mortgage, Mortgagee may, at its option, after any 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 upon the Note. 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. If a mortgage foreclosure action or any other action on this Mortgage is filed by Mortgagee, and/or if Mortgagee takes any action to protect or enforce its interest in any court, including Bankruptcy Court, Mortgagor agrees to pay to Mortgagee all expenses and costs of such action, including, if permitted by law, reasonable attorneys' fees.

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.

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

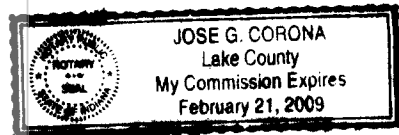
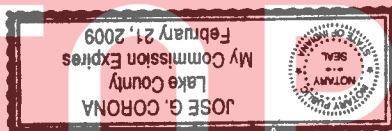
Assignment. Mortgagee may sell, transfer or assign this Mortgage without Mortgagor's consent.

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.

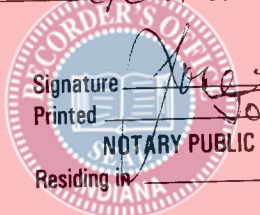
Mortgagor: Alan D. Scott Mortgagee: Paula J. Scott
 Type or print name: ALAN D. SCOTT Type or print name: PAULA J. SCOTT

STATE OF INDIANA)
 COUNTY OF)



Before me, a Notary Public in and for said County and State, personally appeared Alan D. Scott and Paula J. Scott (H/W), who acknowledged the execution of the foregoing Mortgage.

WITNESS my hand and Notarial Seal this 19th day of September, 2003.



Signature: Jose G. Corona
 Printed: Jose G. Corona
 Residing in Lake County, Indiana.

My commission expires: Feb 21, 2009
 This instrument was prepared by:

ITA ALTIMARI
 SOUTHWEST FINANCIAL SERVICES, LTD
 37 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
 To
 PNC Bank
 ALAN D. SCOTT & PAULA J. SCOTT H&W

Jose G. Corona
 Mortgage
 (Closed-End)
 recorded
 Number

EXHIBIT "A" LEGAL DESCRIPTION

1

Account #7806886
Order Date 07/03/2003
Reference: 9790288
Name: ALAN SCOTT
Deed Ref: 200170660/

Index #
Parcel# 16-27-278-1

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

LOT 1, IN BLOCK 6, IN HOMESTAD GARDENA MASTER ADDITION, (BLOCKS 6, 7, 8, 9, 10 AND 11), IN THE TOWN OF HIGHLAND, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 32 PAGE 48, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

BEING THE SAME PROPERTY CONVEYED BY DEED RECORDED IN DOCUMENT #200170660 OF THE LAKE COUNTY, INDIANA RECORDS.



EXHIBIT 1

*This Mortgage is being executed in replacement of an unrecorded Mortgage dated 08/01/2003, which has not been properly executed, and which secured, and which this Mortgage secures the principal amount herein. This principal amount is evidenced by a note executed between the Mortgagee and Borrower dated 08/01/2003.

